



**Town of Surfside  
Regular Town Commission Meeting  
AGENDA**

**September 10, 2019**

**7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

*Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.*

*Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.*

*Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.*

*Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.*

*\* Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes – Mayor Daniel Dietch**
- G. Presentation of Childhood Cancer Awareness Month Proclamation – Mayor Daniel Dietch**
- H. Scholarship Award to Farah Ritter Vazquez and Louis D’Antuono- Mayor Daniel Dietch**

**2. Quasi-Judicial Hearings - None**

- 3. Consent Agenda (*Set for approximately 7:30 p.m.*)** *All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

**A. Minutes – Sandra Novoa, MMC, Town Clerk**

- July 9, 2019 Special Town Commission Meeting – Budget Millage Rate Minutes
- August 13, 2019 Special Town Commission Meeting – Quasi-Judicial Hearing Minutes
- August 13, 2019 Regular Town Commission Meeting Minutes

**\*B. Town Manager’s Report – Guillermo Olmedillo, Town Manager**

**\*C. Town Attorney’s Report – Weiss Serota, Town Attorney**

**D. Committee Reports – Guillermo Olmedillo, Town Manager**

April 17, 2019 - Sustainability and Resiliency Committee Meeting Minutes  
June 27, 2019 – Special Pension Board Meeting Minutes  
July 8, 2019 – Parks and Recreation Committee Meeting Minutes  
July 25, 2019 – Special Pension Board Meeting Minutes



- E. Resolution Authorizing a Mutual Aid Agreement between the Florida Division of Emergency Management and the Town of Surfside - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A STATEWIDE MUTUAL AID AGREEMENT WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- F. Childhood Cancer Awareness Month Proclamation – Mayor Daniel Dietch**

- G. Independent External Audit Re-engagement Resolution – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- H. Recognition of Isaac Salver from The Town of Bay Harbor Islands – Vice Mayor Gielchinsky**

- I. Memorandum of Understanding Between the Town of Surfside, The Village of Bal Harbour, and The Town of Bay Harbor Islands – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS RELATING TO A SCHOOL ADDRESS VERIFICATION PLAN CONTRIBUTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**J. Summer Camp Bus Invoices – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF SUMMER CAMP BUS SERVICES FOR 2019 FROM ACADEMY; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$11,970.00 FROM THE PARKS AND RECREATION OPERATING FUND 2018/2019 BUDGET; PROVIDING FOR WAIVER OF COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-12 OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**K. Resolution of the Town Commission to Accept the FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety Grant for 2019-2020 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A \$6,000 PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION THROUGH A GRANT WITH THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC.; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**L. Amending and Restating Section 125 Flexible Benefit Plan - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDED AND RESTATED SECTION 125 FLEXIBLE BENEFITS PLAN FOR THE TOWN; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDED AND RESTATED PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**M. Granicus Agenda Management Software Agreement – Sandra Novoa, MMC, Town Clerk**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SERVICE AGREEMENT WITH GRANICUS, LLC, FOR NOVUS AGENDA MANAGEMENT SOFTWARE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**N. Termination of State of Emergency Hurricane Dorian –  
Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN  
OF SURFSIDE, FLORIDA, CONFIRMING THE TERMINATION OF  
THE STATE OF EMERGENCY DECLARED FOR THE TOWN OF  
SURFSIDE, FLORIDA RELATED TO HURRICANE DORIAN; AND  
PROVIDING FOR AN EFFECTIVE DATE**

**4. Ordinances**

**(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin  
at 8:15)**

**A. Second Reading Ordinances**

**1. Repealing Section 2-28, “Reimbursement of Travel and Other  
Expenses” of the Town Code – Guillermo Olmedillo, Town  
Manager [*Linked to Item 5A*]**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN  
OF SURFSIDE, FLORIDA, AMENDING CHAPTER 2,  
“ADMINISTRATION” OF THE TOWN’S CODE OF ORDINANCES  
BY REPEALING SECTION 2-28, “REIMBURSEMENT OF TRAVEL  
AND OTHER EXPENSES”; PROVIDING FOR CODIFICATION;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**2. One-Year Extension of the 2018 Parking Exemption Ordinance –  
Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN  
OF SURFSIDE, FLORIDA, AMENDING SECTION 90-77, “OFF-  
STREET PARKING” OF CHAPTER 90, “ZONING” OF THE  
TOWN’S CODE OF ORDINANCES TO EXTEND THE PARKING  
EXEMPTION PROGRAM TO ADDRESS VACANCIES AND  
ECONOMIC REVITALIZATION IN THE SD-B40 ZONING  
DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING  
FOR AN EFFECTIVE DATE.**



3. **Repealing of Ordinance 2019-1698 (Amending Section 34-11 of the town Code to Prohibit the Distribution, Sale or Use of Single-Use Plastics, Including Single Use Plastics Bags) – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE NO. 2019-1698, WHICH AMENDED PORTIONS OF SECTION 34-11, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS" OF THE TOWN'S CODE OF ORDINANCES, AND AMENDED THE TITLE TO "PROHIBITION ON DISTRIBUTION, SALE OR USE OF SINGLE-USE PLASTICS," PROVIDED FOR DEFINITIONS FOR SINGLE-USE PLASTICS, AND REGULATING SINGLE-USE PLASTICS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

4. **Prohibiting Hotels in H40 – Guillermo Olmedillo, Town Manager**  
***[Linked to Item 4B2]***

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

***(Set for approximately 8:00 p.m.) (Note: Good and Welfare must begin at 8:15)***

#### **B. First Reading Ordinances**

1. **Ordinance Amending Section 2-235 ("Lobbying") of the Town Code**  
**Lobbyist Registration Fee Exemption for Principals of Town**  
**Business – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – "LOBBYING" TO PROVIDE AN EXEMPTION FROM LOBBYIST REGISTRATION FEES FOR PRINCIPALS AND EMPLOYEES OF TOWN BUSINESSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**2. Limitations on Accessory Uses in H40 – Guillermo Olmedillo, Town Manager [Linked to Item 4A4]**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, “REGULATED USES”, TO ESTABLISH LIMITATIONS ON HOTEL ACCESSORY USES IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**3. Amendment of Election Qualifying Dates Due to the March 17, 2020 Presidential Preference Primary – Town Clerk Sandra Novoa, MMC and Town Attorney Lily Arango, Esq.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 101, “QUALIFYING FOR ELECTED OFFICE” OF THE TOWN CHARTER PURSUANT TO SECTIONS 100.3605(2) AND 166.021(4), FLORIDA STATUTES, WITH LIMITED APLICABILITY TO ESTABLISH QUALIFYING DATES AND SUPPLEMENTAL QUALIFYING DATES FOR THE TOWN’S MARCH 17, 2020 GENERAL ELECTION; PROVIDING FOR INCORPORATION INTO CHARTER; PROVIDING FOR CODIFICATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR NOTIFICATION TO MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**5. Resolutions and Proclamations**

***(Set for approximately 8:45 p.m.) (Note: Depends upon length of Good and Welfare)***

**A. New Travel, Transportation, and Meal Policy - Guillermo Olmedillo, Town Manager [Linked to Item 4A1]**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A TRAVEL, TRANSPORTATION AND MEAL POLICY FOR TOWN OFFICIALS AND EMPLOYEES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**B. Solid Waste Services Special Assessment Final Rate Resolution –  
Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. American Flood Coalition Memorandum Of Understanding -  
Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND ADDENDUM WITH THE AMERICAN FLOOD COALITION FOR A FLOOD ADAPTATION ASSESSMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE MOU AND ADDENDUM FOR SUCH PURPOSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**D. Employee Health Benefits Contract Renewal for FY 2019-2020 -  
Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING UNITEDHEALTHCARE TO PROVIDE EMPLOYEE HEALTH INSURANCE, GUARDIAN TO PROVIDE DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA TO PROVIDE LIFE AND DISABILITY INSURANCE, AND ASURE SOFTWARE FOR FLEXIBLE SPENDING ARRANGEMENT BENEFIT SERVICES AND COBRA ADMINISTRATION, TO TOWN EMPLOYEES FOR FISCAL YEAR 2019/2020; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH UNITED HEALTHCARE AND OTHER PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**



- E. Request to Join Efforts re: Proposed Constitutional Amendment re: Assault Weapons – Vice Mayor Daniel Gielchinsky**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN TO JOIN IN THE FILING OF A BRIEF AT THE FLORIDA SUPREME COURT SUPPORTING THE PLACEMENT ON THE BALLOT OF THE INITIATIVE PETITION ENTITLED “PROHIBITS POSSESSION OF DEFINED ASSAULT WEAPONS”; AND PROVIDING AN EFFECTIVE DATE.**

- F. Approval of Temporary Use Agreement between the Town of Surfside and Miami Dade College for the use of the School of Justice Driving Range – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT FOR TEMPORARY USE OF MIAMI-DADE COLLEGE FACILITIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- G. Single-Use Plastic Bag Preemption Urging Resolution – Mayor Daniel Dietch**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE FLORIDA LEGISLATURE TO REPEAL SECTIONS 403.708, 403.7033 AND 500.90, FLORIDA STATUTES, AND REJECT ANY OTHER STATUTES THAT INHIBIT A LOCAL GOVERNMENT’S ABILITY TO REGULATE EXPANDED POLYSTYRENE OR SINGLE-USE PLASTIC BAGS; AND REQUESTING THE SUPPORT OF GOVERNOR RON DESANTIS IN THOSE EFFORTS.**

- 6. Good and Welfare (Set for approximately 8:15 p.m.)**

*Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.*

- 7. Town Manager and Town Attorney Reports**

Town Manager and Town Attorney Reports have been moved to the Consent Agenda –  
Item 3.

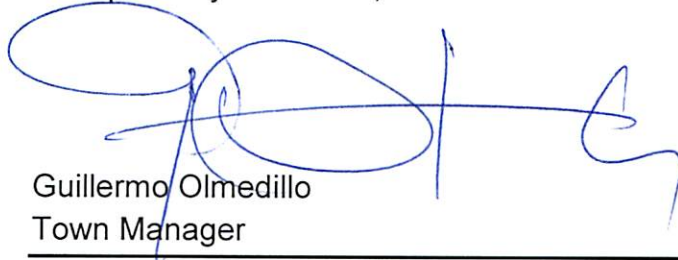
- 8. Unfinished Business and New Business**

## 9. Mayor, Commission and Staff Communications

- A. **Stormwater Master Plan** – Guillermo Olmedillo, Town Manager
- B. **FPL Undergrounding** – Commissioner Tina Paul
- C. **Sand Bag Distribution** – Mayor Daniel Dietch

## 10. Adjournment

Respectfully submitted,



Guillermo Olmedillo  
Town Manager

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THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.





## *Childhood Cancer Awareness Month Proclamation*

*Whereas, families, caregivers, charities, and research groups across the United States, as well as our National Government are observing the month of September as "Childhood Cancer Awareness Month" to memorialize the young lives that have been taken too soon; and*

*Whereas, nationally, each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and*

*Whereas, according to the American Cancer Society, approximately 11,000 children in the United States under age 14 will be diagnosed with cancer; and*

*Whereas, after accidents, cancer is the second leading cause of death in children ages 1 to 14; and*

*Whereas, although survival rates for some forms of childhood cancers have risen sharply over the past few decades, cure rates for many forms of the disease remain less than 50 percent; and*

*Whereas, the incidence of childhood cancer crosses the boundaries of racial, ethnic, geographic, and social backgrounds; and*

*Whereas, the State of Florida recognizes the devastating effects of childhood cancer on the residents of this state; and*

*Whereas, this month, we honor the children of Florida fighting this disease, their families and caregivers, the researchers, healthcare professionals, concerned citizen advocates, and private philanthropies who collaborate to provide hope and assistance to the children and their families affected by childhood cancer.*

*Now, Therefore, the Town of Surfside does hereby declare September 2019 as Childhood Cancer Awareness Month.*

*In witness thereof I have hereunto set my hand this 10<sup>th</sup> day of September 2019.*

Daniel Dietch, Mayor  
Town of Surfside, Florida







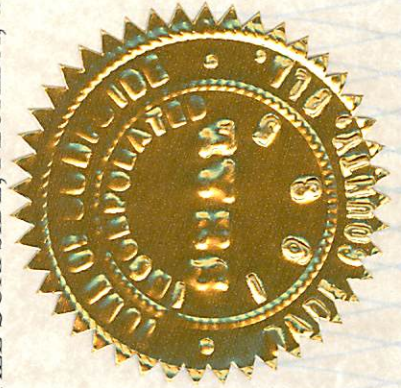
2019

# SCHOLARSHIP AWARD

PRESENTED TO

**FARAH RITTER VAZQUEZ**

IN RECOGNITION OF HER LEADERSHIP AND ACADEMIC EXCELLENCE  
SIGNED AND SEALED AT TOWN HALL SURFSIDE, FLORIDA, THIS 10TH DAY OF SEPTEMBER 2019



MAYOR





2019

# SCHOLARSHIP AWARD

P R E S E N T E D T O

LOUIS D'ANTUONO

IN RECOGNITION OF HIS LEADERSHIP AND ACADEMIC EXCELLENCE  
SIGNED AND SEALED AT TOWN HALL SURFSIDE, FLORIDA, THIS 10TH DAY OF SEPTEMBER 2019



MAYOR



**Town of Surfside  
Special Town Commission Meeting  
Budget Millage Rate  
MINUTES  
July 9, 2019  
5 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 5:04 p.m.

**B. Roll Call of Members**

Town Clerk Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Gielchinsky, Commissioner Karukin, Commissioner Paul, and Commissioner Cohen.

Commissioner Cohen arrived at 5:25 p.m.

**C. Pledge of Allegiance**

Chief Yero led the Pledge of Allegiance.

**D. Presentation of FY 19/20 Budget and Proposed Operating Millage Rate – Guillermo Olmedillo, Town Manager**

Town Manager Olmedillo requested that Item 1E be heard before item 1D. Commission agreed by consensus.

Interim Finance Director Wallace introduced the item.

Budget Officer Meiri presented the proposed budget and millage rate.

Interim Finance Director Wallace stated they fall under commercial property.

Commissioner Karukin requested to know which items/programs will have a recurring cost every year.

The Commission went through each item and gave their recommendations as follows:

*\*\* Consensus to keep item in the budget means that at least three members of the Town Commission were in favor.*



**Government Academy**

Consensus to keep this item in the budget.

**Charter and Code Rewrite – Consensus to defund this item and move the funds into reserves.**

Commissioner Karukin commented on the charter and code rewrite item. He does not like allocating \$300,000 for this item and believes that it would be better to have an idea or list of what these discrepancies are. He is not inclined to support this item until he gets a list of what staff is looking at.

Commissioner Paul agrees with Commissioner Karukin and is not in agreement with this item without seeing the list.

Town Manager Olmedillo stated that he understands but to make the list will cost money as well.

Commissioner Karukin would like to cut this item.

Commissioner Paul disagrees with Town Manager Olmedillo and stated that if they need revisions, they should be brought back to the Commission.

Town Attorney Arango explained the charter provisions and the contradiction with the Charter and the Town's Home Rule power. She stated that there are several items in the Charter that are outdated.

Discussion continued among the Commission and staff on creating a list and possibly allocating the funds to the reserve.

**Non-Contractual, Professional, Excluded Services and Special Projects – Consensus to keep.**

Vice Mayor Gielchinsky asked Town Attorney Arango how much the Victor May lawsuit cost.

Town Attorney Arango stated that it was about \$20,000 and last year it was \$36,000 for a total of \$56,000.

Vice Mayor Gielchinsky asked Town Attorney Arango what the total cost for this item was last year.

Town Attorney Arango stated that the total amount paid was \$436,263. You can deduct \$18,250 from land use recovery; other cost recovery was \$9,000 and litigation recovery was \$46,224.

**Classification and Compensation Study**

Consensus to keep this item in the budget.

**Paid Parental Leave**

Consensus to keep this item in the budget.

**305 Strategic Action Plan**

Consensus to keep and reduce it to \$200,000 with Commissioner Karukin and Commissioner Cohen not in support.

Commissioner Paul stated that more information is needed and she would support it if something would be done and not just studies.

Commissioner Karukin stated for the record that he is not in support of this item.

Commissioner Cohen is not in support of this item.

**Urban Land Institute**

Consensus to keep. Commissioner Cohen not in favor.

**Police Officer new position**

There was a Consensus to keep this item in the budget.

Commissioner Karukin is against this item and does not see the demand or urgency. He feels it can be put off another year.

Commissioner Paul supports this item due to the traffic issues that are in the Town.

Mayor Dietch asked Chief Yero through the Manager to explain the item.

Chief Yero explained that the position is being requested to be able to staff the community as needed. He stated that they have an officer that has been on military leave for over a year and they must hold his position open and unfilled until he returns. He also spoke regarding retirements and other staffing concerns and issues.

Commissioner Karukin stated he supports this item.

**85<sup>th</sup> Anniversary Event**

Consensus to keep this item in the budget. However, Mayor Dietch and Commissioner Karukin not in support.

**Full Time Lifeguard – Special Revenue Fund**

Consensus to keep this item in the budget.

Mayor Dietch advised Town Manager Olmedillo that there are no objections to any of the Special Revenue Fund items.

**Beach Raking**

Consensus to keep this item in the budget.

Commissioner Karukin wanted clarification because he heard that if the Town did the beach raking, then the County would stop doing it.

Commissioner Paul feels they need to work with the County since it is much larger than Surfside and the bacteria in the water is creating the large amounts of sargassum. She feels that the raking needs to be done properly. She requested an analysis to make sure it is done correctly.

Mayor Dietch stated that the sargassum is a climate issue.

Town Manager Olmedillo explained how the raking takes place and stated that they either have to make a decision to work with the County or take it over from the County and the Town do it themselves.

Public Works Director Stokes explained the process of the beach raking.

**Enterprise Water & Sewer Fund – Maintenance Worker Position –**

Consensus to keep this item in the budget.

**Municipal Parking Fund – New Parking Enforcement Officer –**

Consensus to keep this item in the budget.

Commissioner Paul asked if this was for weekends and evenings and wants to make sure that they have that covered.

Chief Yero stated yes, it is to fill voids wherever they might have them.

**Handheld Radios – Public Safety**

Consensus to keep this item in the budget.

**Parks & Recreation Security Cameras at Recreation Center –**

Consensus to keep this item in the budget.

**Community Digital Signs**

Consensus to keep this item in the budget.

Commissioner Paul would like to look at alternatives to digital signs. She objects to digital because it is hard to see during the day and distracting to drivers. She is supportive of the signs but for staff to come back with different options.

**Solar PVC System at Community Center**

Consensus to keep this item in the budget.

Mayor Dietch suggested reducing the money allocated.

Commissioner Paul supports solar power but feels more research should be done. There still is the question of adding a second story on the Community Center.

Mayor Dietch stated it was in the budget last year and it does not negate them going vertical if needed. The panels can be relocated but the panels still have value.

Commissioner Karukin stated he prefers to allocate the funds to another project or to the reserve for the 96<sup>th</sup> Street Park.

Mayor Dietch suggested \$200,000 be allocated instead of \$400,000 and there was consensus.

**Community Center Fencing and Gate Entrance Replacement**

Consensus to keep this item in the budget.

**Security Camera System**

Consensus to keep this item in the budget.

**Police Forfeiture Fund**

Consensus to keep this item in the budget.

**Transportation Fund**

**Downtown Sidewalk Beautification – Plans and Studies**

Consensus to keep this item in the budget.

Commissioner Karukin stated that he does not support city-wide sidewalks but there are some areas that do need sidewalks for safety reasons, especially the circle at 95<sup>th</sup> Street. He would like to put a sidewalk at that particular spot.

Commissioner Paul clarified it is for the downtown area and they need crosswalk enhancements desperately. She spoke regarding the study that FIU students did.

Mayor Dietch asked if there are any other items the Commission would like to revisit.

Vice Mayor Gielchinsky stated he would like to revisit the Biscaya Island Watermain Crossing.

The following individuals spoke on the item:  
Victor May

**Enterprise Funds – Water & Sewer Watermain Crossing**  
Consensus to keep this item in the budget.

A Motion was made by Commissioner Karukin to approve the recommended millage rate at 4.5. Motion seconded by Commissioner Paul and carried 3-1 with Vice Mayor Gielchinsky absent and Commissioner Cohen voting against.

**E. Pension Board Contribution Request – Guillermo Olmedillo, Town Manager**

Abraham Issa, Pension Board Attorney, presented the item and the request from the Pension Board. He stated that the Town should be putting more money into the pension account in order to be prepared for the unexpected.

Mr. Issa gave the Pension Board's recommendations as follows: 1) Establish a funding plan to reach 100% funded status over the next 14 years. This would require an estimated additional annual contribution of \$250,000 per year for the next 14 years; 2) Establish and fund a pre-paid contribution reserve within the pension plan with an additional annual contribution of \$50,000.

Mayor Dietch asked Mr. Issa if the recommendations that the Pension Board agreed upon were a unanimous vote.

Mr. Issa stated that yes it was a unanimous vote.

Mayor Dietch asked how they arrived at 14 years.

Mr. Issa stated that it was based on the actuary and listening to those on the Pension Board and their recommendations. He also explained how they arrived at 14 years.

Mayor Dietch asked if there was any consideration as to the rate of return.

Mr. Issa explained the rate of return and the funding ratio.

Mayor Dietch requested Mr. Issa to research and look at what the return has been historically and try to have it better aligned to a normal course and get back to the Commission with that information.

Mayor Dietch asked what changes have occurred in the last few years.

Mr. Issa explained the changes that have taken place including a change in Board members.

Commissioner Karukin asked if the Commission chooses recommendation 1 and later on, they feel it is not fiscally sustainable, can they backout. He asked that if there are years that they are able to make those payments and tighter years that they do not make the payments, if it would be allowable to move to an alternative scenario.

Mr. Issa stated it is voluntary to make those additional payments and stated that is why there is a second recommendation.

Commissioner Karukin asked what fund it comes out of.

Town Manager Olmedillo stated that it comes out of the General Fund.

Further discussion among the Commission and Mr. Issa took place regarding the contributions and recommendations 1 and 2 and mitigation in the event of a catastrophe.

Mr. Issa answered the Commission's questions regarding the recommendations and in the event of a catastrophe.

Mayor Dietch asked the Pension Board to come up with a creative way to mitigate the risk of a devastating event.

Commissioner Paul stated that she is more comfortable with recommendation 2 because it would protect the Town in the lean years.

Commissioner Karukin stated he is in favor of recommendation 2.

Vice Mayor Gielchinsky stated he is in favor of recommendation 2.

Mayor Dietch spoke regarding the reserves and recognized there is a substantial liability which is having a municipal pension but it makes Surfside an attraction to obtain talent.

Mayor Dietch stated he is inclined to recommendation 1 but perhaps at a lower amount than \$250,000.

Mr. Issa stated that the amount can be changed but needs to be realistic within the budget and have it as a reserve contingency.

Commissioner Paul asked if they could go with option 1 and decrease the amount.

Town Manager Olmedillo stated that if the Commission preferred additional time, the Pension Board could come back to the Commission with the numbers.

Mr. Issa suggested they come back with a different dollar amount and not focus on the amount of years.

Commissioner Paul suggested either \$100,000 or \$125,000 for option 1.

Mr. Issa recommended maintaining recommendation 2 and have recommendation 1 at \$125,000.

After further discussion by the Commission on the item the following motion was made.

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to accept recommendation 1 with a funding level of \$125,000 and recommendation 2 as presented. Motion passed with a 5-0 vote.

Commissioner Karukin made a motion to adjourn the meeting and reconvene at 10:00 p.m. to continue the remainder of the budget items. The motion received a second from Commissioner Paul. The meeting adjourned at 7:00 pm. and will reconvene at a time certain of 10:00 p.m. with a 5-0 vote.

The Budget Meeting reconvened at 11:55 p.m.

Vice Mayor Gielchinsky and Mayor Dietch asked if the \$150,000 for the Biscaya Watermain Project was in addition to the appropriation amount. Town Manager Olmedillo stated yes, it is in addition to the appropriated amount and explained the process.

Mayor Dietch commented on the Biscaya Watermain Project and the conversation he had with the State Representative on grant funding for dredging, the ownership issue and unlocking monies in order to obtain grant funding for the project.

Mayor Dietch asked the Commission if they would agree to budgeting \$25,000 for a possible kayak launch which would unlock the possibility of receiving money for the dredging.

A motion was made by Commissioner Karukin to extend the meeting 10 minutes and seconded by Commissioner Paul. Motion passed 4-0 with Commissioner Cohen absent.

Commissioner Karukin commented on the existing debt management policy not being aligned with best practices with a city the size of Surfside. He stated that what he received is not what he expected.

Commissioner Karukin continued discussing the issue and feels that the Town needs to tighten up the debt management, what the debt capacity for a city their size would be and requested staff to provide a report.

## 2. Adjournment

There being no further business to discuss before the Commission, Commissioner Karukin made a motion to adjourn the meeting. Motion seconded by Vice Mayor Gielchinsky. The meeting adjourned without objection at 12:04 a.m. July 10, 2019.

Respectfully submitted,

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk





**Town of Surfside  
Special Town Commission Meeting  
Quasi-Judicial Hearing  
MINUTES**

**August 13, 2019**

**6:00 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 6:17 p.m.

**B. Roll Call of Members**

Town Clerk Novoa called the roll with the following members present:

Mayor Dietch, Vice Mayor Gielchinsky, Commissioner Karukin,  
Commissioner Cohen and Commissioner Paul.

Vice Mayor Gielchinsky arrived at 6:23 p.m.

**C. Pledge of Allegiance**

Police Chief Yero led the Pledge of Allegiance.

**2. Quasi-Judicial Hearings**

**A. Krieger Variance – 9264 Bay Drive – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/ DENYING] AN APPLICATION SUBMITTED BY DAVID KRIEGER AND BELLA TENDLER KRIEGER (“APPLICANT”) FOR THE PROPERTY LOCATED AT 9264 BAY DRIVE (“PROPERTY”) FOR A VARIANCE FROM SECTION 90-45 OF THE TOWN CODE TO PROVIDE A FIRST-FLOOR SIDE SETBACK OF 6 FEET, 9 INCHES WHERE 20 FEET ARE REQUIRED AND AN UPPER STORY SETBACK OF 10 FEET, 2 INCHES WHERE 25 FEET ARE REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title into the record.

Town Attorney Arango read the quasi-judicial statement into the record and asked the members of the Town Commission if they had any Ex-Parte communications.

Commissioner Paul stated that she received two emails opposing this project and two emails in support of the project. She also spoke to neighbors and had email exchanges with Town Planner Sinatra Gould.

Commissioner Cohen spoke to someone, whose name he did not recall, staff and members of the community.

Mayor Dietch had email exchanges with staff and members of the community both in support and against the item.

Vice Mayor Gielchinsky spoke to the applicant, as the Planning & Zoning liaison he had communications with neighbors, a mutual friend of the applicant and also received two emails in support of the item.

Town Clerk Novoa swore in any individual(s) that would be speaking or testifying in these proceedings.

Town Planner Sinatra Gould presented the item and staff recommendations. She stated that this application is not in line with the code requirements and therefore staff recommends denial of the variance.

Town Planner Sinatra Gould stated that the Planning & Zoning Board recommended denial of the application for variance. She stated that the Planning & Zoning Board gave the applicant an option of deferring the item at that time but the applicant decided to move forward and the Planning & Zoning Board denied the application for variance.

David Sardon, architect for the applicant, requested that this variance be approved and believes that this application qualifies for a hardship. He also presented research he prepared of the neighboring cities and their side setbacks.

David Krieger, applicant, spoke regarding the aggregated lot and stated that there is no house that exists that is within the first category and not the second one. He feels that his house should fall into the first category. He spoke regarding the side setbacks and the hardship he has faced due to this being the second set of plans that have been submitted.

Bella Tendler Krieger, applicant, spoke regarding the request for variance and stated that they have been going through this process for over a year and a half and is requesting clear direction from the Commission in order to move forward.

The following speakers spoke on the item:

Adam Weinberg  
Peter Nevo  
Peter Zuckerman  
Reuven Herssein  
Eliana Salzhauer  
Brian Bey  
Sheryl Goldberg  
Jana Banin  
Peter Hickey  
George Kousoulas  
Iris Herssein

A motion was made by Vice Mayor Gielchinsky to extend this meeting and start the regular Commission meeting right after. Motion seconded by Commissioner Paul and carried with a 5-0 vote.

Vice Mayor Gielchinsky asked Town Planner Gould prior to the adoption of the most recent ordinance what would have been the allowable setback affecting this side setback. He also asked what is being proposed now.

Town Planner Sinatra Gould stated it was 6 feet 7 inches and what is being proposed is 6 feet 9 inches.

Vice Mayor Gielchinsky gave a report of what occurred at the Planning & Zoning Board meeting regarding this variance request.

Commissioner Paul stated that this is the first time she has heard anything regarding an application for an addition. She stated her question is on page 3 and what the minimum variance necessary would be. She stated that she feels that this application overreaches that. She stated to the applicant that since they purchased an odd shaped lot, she suggested to work together with the Town to come up with something that would be appropriate.

Commissioner Cohen stated there are unforeseen circumstances and is there some way that the Town can work with this ordinance the deficiencies within this ordinance be resolved.

Commissioner Paul commented on Commissioner Cohen's remarks and stated that the design is not what is in question.

Commissioner Karukin commented on the options that the Planning & Zoning Board suggested and asked if modifying the existing code was ever mentioned or discussed. He also asked if they could waive any re-application fees if it is necessary for this applicant.

Town Planner Sinatra Gould answered the comments made by Commissioner Karukin and explained what the Planning & Zoning Board requested and the options they suggested. She stated that this is not a simple application. She gave an overview of her conversation with the applicant's architect when they appeared before the Planning & Zoning Board.

Town Attorney Arango asked if what the Town Manager is requesting is to defer the item in order for the applicant to resubmit revised plans.

Town Manager Guillermo Olmedillo stated yes that is his recommendation.

Vice Mayor Gielchinsky asked if this is a double lot.

Town Attorney Arango read the legal description into the record and stated it is an aggregated lot.

Mayor Dietch asked Town Planner Sinatra Gould to speak in regard to the perceived inconsistencies as they relate to the interpretation of the lots. He also asked Town Planner Sinatra Gould to explain how the Town measures lots.

Town Planner Sinatra Gould explained the interpretation and the lots and this lot is considered aggregated as the code is written. She also explained how the Town measures lots.

Bella Tendler Krieger, applicant, gave a history of their application submittal process and issues they have encountered.

Town Planner Sinatra Gould stated that they are not rejecting the plan, it is a FEMA requirement.

Further discussion continued among the Commission and staff regarding the item and the interpretation of this application.

Commissioner Paul asked Town Planner Sinatra Gould about the 50% rule and if that is something that they should revisit.

Town Manager Olmedillo stated it is not our jurisdiction, that it is FEMA's requirement.

Vice Mayor Gielchinsky commented on the existing ordinance which is not what they intended it to be and the aggregated lots. He recommends that the applicant amend the application to a 43.5-foot width and then come back to the Commission.

Mayor Dietch addressed the comments made in regard to this house not being conforming. He recommended and supports moving the line in order for the house to be smaller and the setbacks would be greater. He asked if anything was considered beyond the variance request.

Town Planner Sinatra Gould answered Mayor Dietch's question. She stated that if the Commission decides to defer this item, they can come back to the Commission at a later time with a variance after a review has been done and go to Planning & Zoning for the house itself without the variance.

Town Attorney Arango advised the Commission that the revised application with the new proposed set back should go back to the Planning & Zoning Board before it makes its way back to the Commission.

Commissioner Paul stated the remarks made on Page 3 and the staff's recommendation. She stated that they should find the minimum variance for reasonable use of the land.

Commissioner Paul asked what the minimum setback for the applicant's variance would be.

Town Planner Sinatra Gould answered Commissioner Paul's question.

After further discussion among the Commission and staff regarding the recommendations for the revised setbacks, Vice Mayor Gielchinsky made a motion to defer the variance request and direct the Planning & Zoning Board to further examine the ordinance affecting the side yard setbacks that was previously adopted by this Commission. Motion seconded by Commissioner Paul and carried with a 5-0 vote.

### **3. Adjournment**

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to adjourn the meeting without objection at 8:00 p.m. and commence the Regular Commission Meeting. Motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

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Sandra Novoa, MMC  
Town Clerk



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES**

**August 13, 2019**

**7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 8:01 p.m.

**B. Roll Call of Members**

Town Clerk Novoa called the roll with the following members present:

Mayor Dietch, Vice Mayor Gielchinsky, Commissioner Karukin, Commissioner Cohen and Commissioner Paul.

**C. Pledge of Allegiance**

Police Chief Yero led the Pledge of Allegiance.

**D. Mayor and Commission Remarks – Mayor Daniel Dietch**

Vice Mayor Gielchinsky commented on the start of school and showed gratitude to all the teachers.

**E. Agenda and Order of Business Additions, deletions and linkages**

A motion was made by Vice Mayor Gielchinsky and seconded by Commissioner Karukin to pull Item 3F from the consent agenda and for it to be heard after the Ordinances. Motion carried with a 4-0 vote with Commissioner Cohen absent.

**F. Community Notes – Mayor Daniel Dietch**

Mayor Dietch read his community notes and upcoming events into the record which can be found on the Town's website.

**G. Presentation of the GFOA Award – Mayor Daniel Dietch**

Mayor Dietch presented the GFOA Award to the Town's Finance Department and specifically to Budget Officer Andria Meiri.

**H. Presentation of the CAFR Report – Mayor Daniel Dietch**

Town Manager Guillermo Olmedillo introduced the item.

Michael Futterman, representing Marcum LLP presented the CAFR Report.

Commissioner Karukin asked if they have any expectations of how the ERP system implementation will affect next year's audit. Mr. Futterman answered Commissioner Karukin's concern with the process they will take for next year's audit.

**2. Quasi-Judicial Hearings - None**

**3. Consent Agenda (*Set for approximately 7:30 p.m.*)**

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to approve the consent agenda minus pulled item 3F. The motion passed with a 5-0 vote.

- A. Minutes** – Sandra Novoa, MMC, Town Clerk
- June 11, 2019 Budget Workshop Minutes
  - July 9, 2019 Regular Town Commission Meeting Minutes

Approved on Consent.

- \*B. Town Manager's Report** – Guillermo Olmedillo, Town Manager
- Approved on Consent.

- \*C. Town Attorney's Report** – Weiss Serota, Town Attorney
- Approved on Consent.

- D. Committee Reports** – Guillermo Olmedillo, Town Manager
- May 20, 2019 Parks and Recreation Committee Meeting Minutes
  - May 23, 2019 Planning and Zoning Board Meeting Minutes

Approved on Consent.

- E. Resolution Authorizing Mutual Aid Agreement between the Town of Surfside Police Department and the City of Coral Gables Police Department** – Guillermo Olmedillo, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND CITY OF CORAL GABLES, FLORIDA; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**



Approved on Consent.

**F. Farmers Market – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A LIMITED REVOCABLE LICENSE AGREEMENT WITH WAVEY ACAI BOWLS, LLC FOR OPERATION OF THE TOWN OF SURFSIDE'S FARMERS' MARKET; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution into the record.

Assistant Town Manager Tavares introduced the item along with staff recommendations. He also answered questions from the Town Commission.

The following members of the public spoke on this item:  
Javier Valmana, applicant.

Commissioner Paul stated that it's a trial period and it can be fine-tuned if needed.

Vice Mayor Gielchinsky spoke about the parking spaces that the Farmers Market is proposing to use and asked Mr. Valmana to reach out to The Shul and work with them as these parking spaces are usually occupied by The Shul attendees at the same time that the market is proposed to take place.

Javier Valmana, applicant, stated he did reach out and left messages and has not received a call back but will continue to follow up.

After further discussion among the members of the Town Commission, staff and the applicant regarding other matters within the agreement, the following motion was made:

A motion was made by Commissioner Paul and seconded by Commissioner Karukin to allow the Town Manager to negotiate the agreement further and approve such agreement once finalized. Motion carried with a 5-0 vote.

**G. Water Supply Plan Work Authorization - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 122**

**WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING AND PLANNING SERVICES RELATED TO THE PREPARATION AND UPDATE OF THE TOWN'S WATER SUPPLY FACILITIES WORK PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

Approved on Consent.

- H. Approval to Modify the Parking Rate and Parking Time Limits for Off-Street Parking (Municipal Parking Lots) - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING OFF-STREET VARIABLE PARKING RATES FOR MUNICIPAL PARKING LOTS AND ESTABLISHING PARKING TIME LIMITS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution into the record.

The following members of the public spoke on this item:  
Eliana Salzhauer

Discussion on the fees for resident parking to be codified continued among the commission.

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to approve the resolution. Motion carried with a 5-0 vote.

#### **4. Ordinances**

##### **A. Second Reading Ordinances**

- 1. Hurricane Shutter Use Ordinance – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS" OF THE TOWN'S CODE OF ORDINANCES BY CREATING SECTION 14-58, "STORM SHUTTERS AND HURRICANE PROTECTION DEVICES"; PROVIDING FOR**

**CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the ordinance into the record.

Mayor Dietch opened the public hearing.

The following members of the public spoke on this item:

Eliana Salzhauer

Marianne Meisheid

Mayor Dietch closed the public hearing.

A motion was made by Commissioner Paul and seconded by Vice Mayor Gielchinsky to approve the Ordinance. Motion carried with a 4-1 vote with Commissioner Cohen voting against.

**2. Prohibiting Hotels in H40 – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the ordinance into the record.

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to approve the item pending discussion.

After some conversation, Commissioner Karukin rescinded his motion.

The following members of the public spoke on this item:

Eliana Salzhauer

Kristofer Machado

A motion was made by Vice Mayor Gielchinsky and seconded by Commissioner Karukin to give speaker Kristofer Machado a two minute extension. Motion carried by consensus.

Jennifer Fine

Sheryl Goldberg

Brian Bey



Marianne Meisheid  
Matthew Barnes on behalf of the applicant.  
Peter Neville  
Alex Tachmen on behalf of the Four Seasons.

A motion was made by Vice Mayor Gielchinsky and seconded by Commissioner Karukin to give Alex Tachmen a one minute extension. Motion carried by consensus.

Esther Superstein  
Michael Dranoff  
George Kousoulas  
Rick Superstein

Commissioner Karukin read a memorandum that stated the objective of this item and addressed some inaccuracies that were stated. He also stated and agreed with some of the recommendations from the Planning & Zoning Board, such as grandfathering and many of the restrictions.

Commissioner Paul stated that she viewed the April 30, 2019 Planning & Zoning Board Meeting video. She commented on some the residents' concerns. She referred to the comprehensive plan on future land use, policies and limiting the hotels in the H40 district. She further presented some of her evidence on crime statistics, traffic impacts by hotels, historic properties and stated that something has to be done that will be right for the town.

Commissioner Paul agrees in limiting the size of hotels to 100 feet in length and limiting aggregation and read some of the highlights from her notes.

Commissioner Paul read some of her recommendations as follows: 1) limiting the size of the hotels to 100 feet in length; 2) no aggregation of lots permitted; 3) 50 units per acre; 4) side setbacks of 15 feet or 15% whichever is greater; and 5) understanding that hotels west of Collins have the same rights to the beach as general public and they cannot set up lounge chair services for their guests.

Further discussion on amending the comprehensive plan among the Commission took place.

Town Planner Sinatra Gould answered the Commission's comments on the changes to the density for hotels in the comprehensive plan.

After further discussion on the item and the comprehensive plan the following motion was made:

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to defer the item to September 10, 2019. Motion passed with a 3-2 vote with Vice Mayor Gielchinsky and Commissioner Cohen voting in opposition.

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to direct staff to prepare an ordinance to restrict hotel use to boutique hotels. Motion carried with a 3-2 vote with Vice Mayor Gielchinsky and Commissioner Cohen voting in opposition.

A motion was made by Vice Mayor Gielchinsky and seconded by Commissioner Karukin requesting a Joint Special Meeting and Planning & Zoning Meeting to address affordable workforce housing, setbacks, aggregations, density, short term rentals, building length and other matters to be scheduled as early as September. Motion carried with a 5-0 vote.

## **B. First Reading Ordinances**

### **1. Repealing Section 2-28, “Reimbursement of Travel and Other Expenses” of the Town Code – Lilian M. Arango, Town Attorney**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 2, “ADMINISTRATION” OF THE TOWN’S CODE OF ORDINANCES BY REPEALING SECTION 2-28, “REIMBURSEMENT OF TRAVEL AND OTHER EXPENSES”; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the ordinance into the record.

A motion was made by Commissioner Karukin and seconded by Commissioner Paul for discussion purposes.

Interim Finance Director Wallace presented the item and answered questions made by the Commission on the policy.

Town Manager Olmedillo clarified the item and answered the Commission’s questions on the item.

After further discussion by the Commission and staff regarding the policy and implementation, the following motion was made.

Mayor Dietch wanted to place on the record that if anybody is off of per diem and they are getting reimbursed because they are dealing with town business, they need to identify the people they are eating with on the receipt and not only taxi but to add ride shares.

A motion was made by Commissioner Karukin and seconded by Commissioner Paul to approve the Ordinance and have the Administration handle reimbursement. Motion carried with a 5-0 vote.

**5. Resolutions and Proclamations**

**A. Florida Power and Light (FPL) Light Emitting Diode (LED) Street Light Conversion in Residential Area – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONVERSION AND INSTALLATION OF LED LIGHTING FACILITIES ON STREETS IN THE RESIDENTIAL AREA; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution into the record.

Town Manager Olmedillo introduced the item.

A motion was made by Vice Mayor Gielchinsky and seconded by Mayor Dietch to approve the Resolution and give direction to the Manager that after the installation has been completed, to evaluate any gaps in light coverage and bring back a proposal to the Commission to address any gaps after the installation and to effectuate the evaluation. Motion carried with a 4-0 vote with Commissioner Paul absent.

A motion was made by Commissioner Karukin and seconded by Vice Mayor Gielchinsky to extend the meeting not more than 2 hours. Motion carried with a 5-0 vote.

**6. Good and Welfare (Set for approximately 8:15 p.m.)**

*Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.*

The following members of the public spoke on this item:

Eliana Salzhauer spoke regarding how great the community of Surfside is and the need to protect and preserve it.



**7. Town Manager and Town Attorney Reports**

None

**8. Unfinished Business and New Business**

None

**9. Mayor, Commission and Staff Communications**

**A. Boards and Committees Appointments**

- *Tourist Board – Commissioner Paul*

- *Downtown Vision Advisory Committee – Manager's Committee*

A motion was made by Commissioner Paul to appoint Cornelia Samara, General Manager of the Four Seasons Hotel, to the Tourist Board. The motion received a second from Commissioner Karukin and carried 5-0.

Tourism Director Fast, Tourism Director spoke regarding the July 9, 2019 meeting and the fact that Alan Ohana was approved to serve on the Downtown Vision Advisory Committee (DVAC) but subsequently declined the appointment due to personal commitments. The Town Manager's recommendation was to appoint Jessica Bazen who meets the requirements.

Town Manager Olmedillo appointed Jessica Bazen to the Downtown Vision Advisory Committee.

**B. Town Acquisition of Vacant Parcel Located at 8809 Harding Avenue**

**[Verbal]** – Guillermo Olmedillo, Town Manager

A verbal update was given by Town Manager Olmedillo on the item.

Town Attorney Arango explained the procedure and the statutory process.

The following members of the public spoke on this item:

Eliana Salzhauer

Discussion among the Commission regarding the requirement of a referendum for the purchase of the property and its acquisition took place.

The Commission by consensus agreed to table this item.

**C. Lobbyist Amendment – Commissioner Michael Karukin**

Commissioner Karukin gave an update on the lobbyist amendment and the reasons why he thought that the ordinance should be revised.

Commissioner Paul commented on page 258.

Town Attorney Arango clarified Commissioner Paul's question on page 258 and gave clarification on compliance and reporting of the lobbyists.

A motion was made by Commissioner Karukin, seconded by Vice Mayor Gielchinsky to add the statement freewill and with no compensation to the language of the amendment and bring back an ordinance for first reading. Motion carried 5-0.

**D. Discussion and Direction in Response to Notice from Florida Retail Federation and Florida Restaurant & Lodging Association Regarding Ordinance No. 2019-1698 (Section 34-11 of the Town Code) Prohibition on Distribution, Sale or Use of Single Use Plastics – Town Attorney Lilian Arango and Attorney Haydee Sera**

Town Attorney Arango introduced the item.

Commissioner Paul commented on the enforcement of the ban.

Mayor Dietch spoke about other municipalities' experience and the ones that have appealed.

Further discussion among the Commission and Town Attorney Arango regarding the court rulings and the preemptions took place.

The following members of the public spoke on this item:  
Eliana Salzhauer

The Commission addressed comments made by Eliana Salzhauer.

After further discussion on the item and the upcoming court rulings, the following motion was made.

A motion was made by Vice Mayor Gielchinsky and seconded by Commissioner Cohen to repeal the Ordinance and direct the Town Attorney to make all appropriate efforts up to and including contacting them daily, seek response to the offer, and clarify what they believe is the lawful way to handle their concerns. Motion carried 4-1 with Commissioner Paul voting in opposition.

Commissioner Cohen left the meeting at 11:48 p.m.

**E. Stormwater Master Plan – Guillermo Olmedillo, Town Manager**  
Town Manager Olmedillo gave an update on the Stormwater Master Plan.

Curt Keiser, Engineer with Calvin Giordano & Associates, gave a presentation of the Stormwater Master Plan proposal and addressed the questions members of Town Commission made regarding the master plan and the cost.

Commissioner Paul left the meeting at 12:04 a.m.

The following members of the public spoke on this item:  
Eliana Salzhauer

Further discussion continued regarding the study, the cost and direction was given to the Town Manager to place this item on the agenda for next month as item 9A.

**10. Adjournment**

A motion was made by Commissioner Karukin and seconded by Vice Mayor Gielchinsky to adjourn the meeting without objection at 12:11 a.m. on August 14, 2019. Motion carried 3-0 with Commissioner Paul and Commissioner Cohen absent.

Respectfully submitted,

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk



## TOWN MANAGER'S REPORT

### SEPTEMBER 10, 2019

#### COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. **SEE CLICK FIX REPORT** – *Attachment "A"*
- II. **SOCIAL MEDIA (NEXTDOOR) REPORT** – *Attachment "B"*
- III. **DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT)** – *Attachment "C"*
- IV. **DEVELOPMENT APPLICATIONS STATUS**

**A.** 8995 Collins – A site plan was submitted on May 19, 2017. Three DRG meetings were held on June 19, 2017, August 24, 2017, and September 28, 2017. The DIC meeting was held on November 16, 2017. The application was heard at the February 22, 2018 Planning and Zoning Board meeting where it was deferred. Since, it has been deferred five times for different reasons, such as, revision of the traffic analysis, lack of quorum, and the applicant's request for a deferral. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation.

**B.** 9580 Abbott – A variance was submitted on July 3, 2019 by Young Israel, located at 9580 Abbott Avenue. The request is to eliminate landscaping to provide for a handicapped accessible ramp. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation.

- V. **BEACH RENOURISMENT PROJECT STATUS UPDATE** – *Attachment "D"*

Town administration has been participating in Weekly Project Coordination meetings. As of August 29, 2019, there have been four meetings: 8/7/2019, 8/14/2019, 8/21/2019 and 8/29/2019.

Attached are the minutes from the 7/31/2019, 8/7/2019, 8/14/2019 and 8/21/2019 meetings.

## **VI. TOWN DEPARTMENTS**

### ***Code Compliance Division***

**A. Code Violation Cases:** As of August 28, 2019, the total number of active, open cases being managed is 243; of these cases, 104 cases are still under investigation and are working towards compliance; 20 cases are on-hold; 23 are in the Special Master hearing queue; 9 cases are in post-Special Magistrate action status; 3 cases have pending liens, and 36 code cases have been issued liens and remain unpaid and 48 service liens that have been issued and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

**B. Collected Civil Penalty Fines:** Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected:

- FY 18/19: Through August 28, 2019, 135 cases have paid/settled for a total collection of \$34,495.
- FY 17/18: 92 cases have paid/settled for a total collection of \$29,576.
- FY 16/17: 117 cases have paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282.

### ***Finance Department***

Monthly Budget to Actual Summary as of July 31, 2019 – *Attachment "E"*

### ***Planning and Zoning Department***

The Planning and Zoning Board has discussed the issue of adaptability to climate change in several of its meetings.

At the request of the Planning and Zoning Board, on August 26, 2019, a joint Town Commission and Planning and Zoning Board meeting was held to discuss any potential interest in increasing freeboard to accommodate flooding. The consensus was to not move forward with any increases that would affect height.

A second joint workshop is scheduled for September 19, 2019 to discuss potential modifications to the code relating to hotels on the west side of Collins Avenue, south of 93<sup>rd</sup> Street, which include building lengths, density, aggregation, accessory uses, short term rentals and affordable housing.

## **Police Department**

### ***A. Police Department Statistics (August 1 – August 24, 2019)***

- Traffic Citations – 291
- Parking Citations – 443
- Arrests – 4
- Dispatch Events – 1,857
- Incident/Crime Reports - 54
- Suspicious Person Checks – 16

### ***B. Chemical Leak***

Officers responded to the Four Seasons Hotel (9011 Collins Avenue) on August 13, 2019 reference a strong chemical/gas odor emanating from the loading dock of the hotel. Miami-Dade Fire Department personnel responded to both Hotel loading docks (North-side and South-side) and determined that a strong chemical odor was present at the North-side loading dock area which is contained in the underground level of the Hotel. The lower level of the hotel that contained working staff and office personnel was evacuated. Three hotel security personnel were treated on-scene by Miami-Dade Fire Department due to inhalation of the chemical fumes. The Incident Command Post was established just North of the Hotel property on the East-side of Collins Avenue with Surfside Police Department Command Staff and Miami-Dade Fire Department Command Staff. Surfside officers diverted Northbound traffic from Collins Avenue to Westbound 91st Street to create a safety zone around the incident site. The Miami-Dade Fire Department ordered the North building of the hotel to be evacuated. The Hotel guests, persons on the rear outside deck, and Hotel staff were escorted to the South building on the hotel property. Miami-Dade Fire Department deployed a HAZMAT Team to determine the origin of the chemical odor and it is believed that a delivery of chemicals to the hotel earlier in the morning may have been the source. High powered fans were introduced into the loading zone area by Miami-Dade Fire Department to clear the chemical odor. At approximately 1235 hours, Miami-Dade Fire Department deemed the area safe and control of the North building of the Hotel was returned to the Director of Security for the Hotel. Traffic on Collins Avenue was re-opened for regular traffic flow.

### ***C. Florida Department of Law Enforcement Uniform Crime Report (UCR)***

The Florida Department of Law Enforcement Uniform Crime Report for January to June 2019 has been released. Violent Offenses and Property Offenses are compared to the first six months of 2018. The numbers reinforce that Surfside is a very safe community. Total Violent offenses decreased from 4 to 2. Total Property Offenses increased from 37 to 65. The increase in property offenses is related to a number of bicycle thefts early in



the year. Detectives made an arrest in connection with the bicycle thefts and the trend stopped. The SPD clearance rate for all Index Crimes increased by 3.2%.

| <b>Violent Offenses</b>                | <b>2018</b> | <b>2019</b> | <b>% Change</b> |
|--|-------------|-------------|-----------------|
| Murder                                 | 0           | 0           |                 |
| Rape                                   | 0           | 1           |                 |
| Robbery                                | 0           | 0           |                 |
| Aggravated Assault                     | 4           | 1           | -75.0%          |
| <b>Violent Offense Total</b>           | <b>4</b>    | <b>2</b>    | <b>-50.0%</b>   |
| <b>Property Offenses</b>               | <b>2018</b> | <b>2019</b> | <b>% Change</b> |
| Burglary                               | 9           | 9           | 0.0%            |
| Larceny                                | 37          | 65          | 75.7%           |
| Motor Vehicle Theft                    | 3           | 1           | -66.7%          |
| <b>Property Offense Total</b>          | <b>49</b>   | <b>75</b>   | <b>53.1%</b>    |
| <b>Total Index Offenses</b>            | <b>53</b>   | <b>77</b>   | <b>45.3%</b>    |
| <b>Clearance Rate for Index Crimes</b> | <b>22.6</b> | <b>23.4</b> | <b>3.2%</b>     |

#### *D. Police Events*

- The Surfside Police Department hosted a Taser Instructor Certification training class on September 3, 2019 from 8:00 a.m. to 5:00 p.m. Sergeant Jay Matelis, Sergeant Julio Torres and Officer Frank Colonna attended the training.
- The Surfside Police Department hosted ARM360 Training/Exercise on September 5<sup>th</sup> from 2:00 p.m. to 4:00p.m. in the Police Training Room. **ARM360** is a GIS based data collection system used by the Miami-Dade County Office of Emergency Management to collect and process damage assessment information throughout Miami-Dade County after a disaster to better and more efficiently deploy available resources to the most damaged areas. The system was originally built to support the collection of the FEMA damage assessment information. The ARM360 Training will assist our post disaster assessment to improve and effectively support recovery efforts. Yahiritza Álvarez, the EM Planner from the Office of Emergency Management conducted the training for Surfside, Bay Harbor Islands, Bal Harbour Village and North Bay Village.

- The 18<sup>th</sup> Annual Citizens Police Academy began on September 5, 2019 and will conclude on November 21, 2019 with a graduation ceremony.
- The monthly Bike with the Chief is September 25, 2019, at Town Hall at 5:00 p.m.
- Coffee with the Cops is September 26, 2019, at Starbucks at 10:00 a.m.

### *E. Traffic Mitigation Program Status Report*

Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally as well as locally in Surfside. These roadways are major north/south thoroughfares for vehicles to avoid I-95 and Biscayne Boulevard traffic congestion. Lane closures at developments in Surfside and neighboring jurisdictions add to this traffic overcrowding. Drivers have learned they can avoid the backup on Collins Avenue and Harding Avenue by traveling west into the residential neighborhoods. There are no sidewalks in the single-family home areas of Surfside and with many families and children who play, walk and bike on the streets, traffic mitigation strategies are continuous for the Town Commission and Staff in our goal to keep Surfside safe and enjoyable. In order to accomplish our goals Staff works in partnership with the State of Florida Department of Transportation and Miami-Dade County authorities who have jurisdiction over the roads in Surfside. The following chart illustrates and tracks the progress of this ongoing effort.

| #                                | TIMEFRAME | INITIATIVES     | STATUS                  | UPDATE(S)  |
|----------------------------------|-----------|-----------------|-------------------------|--|
| <b>Short Term (0 – 6 months)</b> |           |                 |                         |  |
| 1.                               |           | New Speed Bumps | Re-Opened November 2018 | <p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 8900 block of Abbott Avenue</li> <li>• 9100 block of Abbott Avenue</li> <li>• 9300 block of Abbott Avenue</li> <li>• 9500 block of Byron Avenue (second speed bump)</li> <li>•</li> </ul> <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</p> <p>The location of the speed bump was determined and installation scheduled for February 2019.</p> <p>During February 2019, new speed bumps were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 9300 block of Abbott Avenue</li> <li>• 9400 block of Abbott Avenue</li> </ul> |

|    |  |   |             |   |
|----|--|---|-------------|---|
|    |  |   |             | <ul style="list-style-type: none"> <li>9500 block of Carlyle Avenue</li> </ul> <p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p> <p>In May 2019, a speed bump was installed in the 8800 block of Carlyle Avenue.</p>   |
| 2. |  | <u>Pedestrian Crosswalk Safety at the 93<sup>rd</sup> Street and Collins Avenue Crosswalk</u> | <u>Open</u> | <p><u>Based on citizen concerns and traffic crash data, the Town Manager and the Police Department initiated the following actions to enhance pedestrian safety at the crosswalk located at 93<sup>rd</sup> Street and Collins Avenue that is used to primarily access the Town's Community Recreational Center.</u></p> <p><u>In June 2019, the Town Manager met with Florida State Senator Jason Pizzo, Kevin J. Thibault (Secretary of Transportation), Miami-Dade County Commissioner Sally Heyman, and Jim Wolfe (Secretary of District 6, Florida DOT) and he presented the safety issues regarding the pedestrian crossing at 93<sup>rd</sup> Street and Collins Avenue and sought input and recommendations to mitigate those concerns.</u></p> <p><u>The Police Department conducted on-going proactive traffic details in the 9200 block of Collins Avenue targeting speeding vehicles and vehicles running the red light. Additionally, the Police Department partnered with FDOT representatives to conduct a pedestrian safety educational awareness day that included the 93<sup>rd</sup> Street and Collins Avenue intersection and pedestrian crossing to educate citizens and provide safety tips.</u></p> <p><u>The Police Department contacted the both FDOT and Miami-Dade Traffic Department of Transportation and Public Works Traffic Signals and Signs Division Administration to request that the timing of the traffic signal at 93<sup>rd</sup> Street and</u></p> |

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|    |  |                            |             | <p><u>Collins Avenue be increased to allow additional time for pedestrians to cross Collins Avenue for eastbound and westbound travel. This effort was successful and the County agreed to increase the pedestrian crossing time by an additional 3 seconds which was implemented on August 27, 2019. The pedestrian walk time now reflects a minimum of 7 seconds prior to the 16 second countdown timer of the flashing "DON'T WALK" notification, providing pedestrians a total of 23 seconds of crossing time.</u></p>  |
| 3. |  | Loop Detector Installation | In progress | <p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street &amp; Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88<sup>th</sup>, 93<sup>rd</sup> and 94<sup>th</sup> Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88<sup>th</sup>,</p> |

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|  |  |  |  | <p>93<sup>rd</sup>, 94<sup>th</sup> and 95<sup>th</sup> Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p> <p>At the June 12<sup>th</sup>, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four</p> |
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|  |  |  |  | <p>intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av &amp; 88 St</p> <p>Permit No. 2018006374- Harding Ave &amp; 93 St</p> <p>Permit No. 2018006373 – Harding Ave &amp; 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p> <p>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95<sup>th</sup> Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88<sup>th</sup> Street, 93<sup>rd</sup> Street, and 94<sup>th</sup> Street. Revised plans for Harding Avenue and 95<sup>th</sup> Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-</p> |
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|  |  |  |  | <p>18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and anticipated lane closures on Harding Avenue.</p> <p>FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of roadway. Engineer of Record is currently working on construction drawings for re-submittal.</p> <p>According to the Town Public Works Department we are awaiting a cost on the Change Order.</p> |
|--|--|--|--|--|

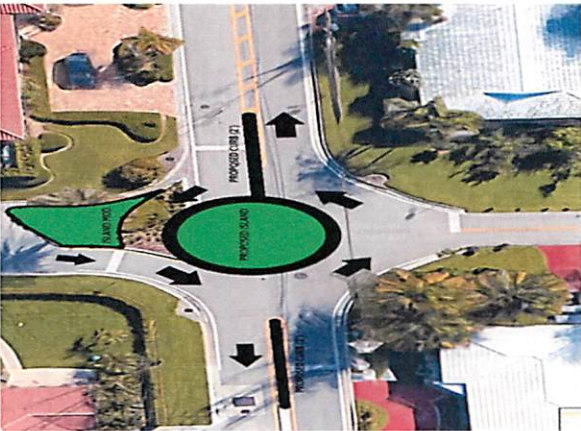
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|    |  |  |      | In April 2019, Public Works advised that an RFP will have to be re-issued as the contractor has withdrawn from the project.   |
| 4. |  | Install a crosswalk at 90 <sup>th</sup> Street & Harding Avenue (north side) and 89 <sup>th</sup> Street & Harding Avenue (north side)         | Open | <p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90<sup>th</sup> Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90<sup>th</sup> Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90<sup>th</sup> Street &amp; Collins Avenue for vehicles traveling eastbound in the 200 block of 90<sup>th</sup> Street.</p> <p>Crosswalk markings (Thermoplastic) installation will be performed in February 2019.</p> <p>Crosswalk markings (Thermoplastic) installation was delayed until March 2019 to allow the new pavement to properly cure.</p> <p>Crosswalk markings (Thermoplastic) installation was completed at the 89<sup>th</sup> Street &amp; Harding Avenue (north side) location in March 2019. The Crosswalk markings (Thermoplastic) installation at 90<sup>th</sup> Street &amp; Harding Avenue (north side) is still pending with no definitive date set.</p> |
| 5. |  | Collins Ave and Harding Ave. Request for additional speed limit signs & pavement markings within Town of Surfside.<br>FDOT CTP<br>2018-03-0031 | Open | <p>Per Arturo Patulot, Traffic Operations D6, Florida Department of Transportation (FDOT) 305-470-5303, <a href="mailto:arturo.patulot@dot.state.fl.us">arturo.patulot@dot.state.fl.us</a>:</p> <p>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88<sup>th</sup> to 96<sup>th</sup> streets both NB and SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and</p>  |

|    |  |  |        |  |
|----|--|--|--------|--|
|    |  |  |        | <p>driver's compliance at the following locations:</p> <p><i>Collins Avenue facing Northbound traffic</i><br/>Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) and 30 MPH pavement markings north of 90<sup>th</sup> Street<br/>One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92<sup>nd</sup> Street<br/>Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) north of 94<sup>th</sup> Street</p> <p><i>Harding Avenue facing Southbound traffic</i><br/>30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96<sup>th</sup> Street</p> <p>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92<sup>nd</sup> Street</p> <p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p> |
| 6. |  | Evaluate Sidewalk Options  | Open   | Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.   |
| 7. |  | <p>95<sup>th</sup> Street &amp; Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95<sup>th</sup> Street (eastbound), right turn lane added.</p> | Closed | On 04-27-2017, the traffic lanes in the 200 block of 95 <sup>th</sup> Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 <sup>th</sup> Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn  |

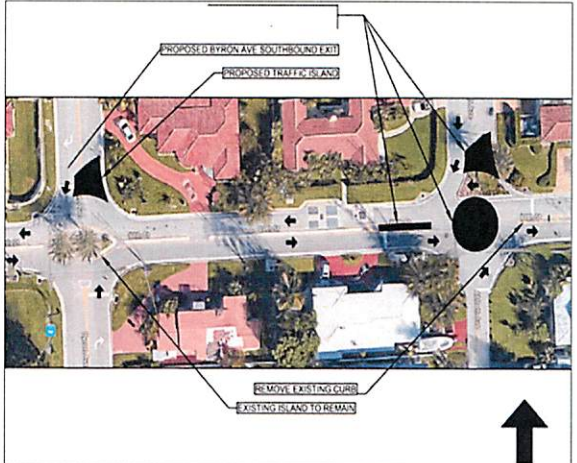
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|    |  |  |        | <p>only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street &amp; Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p>  |
| 8. |  | New Stop Signs at all intersections west of Harding Avenue | Closed | <p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> <li>• 89<sup>th</sup> Street &amp; Byron Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Carlyle Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Carlyle Avenue (east-west)</li> </ul> <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue</p>   |


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|     |  |  |        | <p>and 90<sup>th</sup> Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p>    |
| 9.  |  | New Stop Bar Reflectors  | Closed | <p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor replaced the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> <li>• Yellow reflectors were installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</li> </ul> <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> </ul> |
| 10. |  | <p>Revisit Street Closure</p> <ul style="list-style-type: none"> <li>○ 94<sup>th</sup> Street / Abbott Avenue</li> </ul> | Closed | <p>Town Commission approved a motion against revisiting this item.</p>  |



|     |  |  |        |   |
|-----|--|--|--------|---|
| 11. |  | <p>New Street Closure</p> <p>Byron Avenue (northbound) at 88<sup>th</sup> Street</p> | Closed | <p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88<sup>th</sup> Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88<sup>th</sup> Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88<sup>th</sup> Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88<sup>th</sup> Street &amp; Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88<sup>th</sup> Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88<sup>th</sup> Street will allow traffic to flow east, west and south.</p> |
|-----|--|--|--------|---|




|     |  |  |        |   |
|-----|--|--|--------|---|
|     |  |  |        | <p>Traffic islands on Abbott Avenue and Byron Avenue at 88<sup>th</sup> Street will prevent vehicles from traveling north on those avenues from 88<sup>th</sup> Street.</p>  <p>Public Works has begun work on the new traffic mitigation design on 88<sup>th</sup> Street &amp; Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p> |
| 12. |  | Install a centerline curb on 95 <sup>th</sup> Street between Abbott and Byron Avenues      | Closed | Public Works installed delineators to deter trucks from traveling west on 95 <sup>th</sup> Street.  |
| 13. |  | Eliminate Crosswalks on Collins (north) & Harding (south) Avenues                          | Closed | FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.  |
| 14. |  | Create Vehicular Circulation Plans for New Construction Projects<br>Minimize lane closures | Closed | MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.   |
| 15. |  | Install traffic light at 96 <sup>th</sup> Street & Abbott Avenue                           | Closed | Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT  |

|  |  |  |        |  |
|--|--|--|--------|--|
|  |  | Eliminate left hand turn at 96 <sup>th</sup> Street & Byron Avenue   |        | <p>District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96<sup>th</sup> Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street &amp; Byron Avenue.</p>                               |
| 16.                                    |  | <p>Send demand letters to mapping companies</p> <ul style="list-style-type: none"> <li>o Waze – Free Community-based GPS, Maps &amp; Traffic Navigation App</li> </ul> | Closed | The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.   |
| 17.                                    |  | On-Street Parking Reconfiguration - 200 block of 90 <sup>th</sup> Street   | Closed | <p>On Monday 10-08-18, Public Works advised that the 200 block of 90<sup>th</sup> Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below.</p>  <p>On Monday 10-29-18, the striping and reconfiguration was completed.</p> |
| <b>Intermediate Term (7-18 months)</b> |  |  |        |  |
| 1.                                     |  | <p>Design 91<sup>st</sup> Street Improvements</p> <ul style="list-style-type: none"> <li>o Sidewalk, landscaping and buried utilities</li> </ul>                       | Open   | Awaiting the study of walkability by FIU.  |




|                               |  |  |      |  |
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|                               |  |  |      | This item has been deferred due to the impact of closing the 95th Street would generate. |
| <b>Long Term (19+ months)</b> |  |  |      |  |
| 1.                            |  | Gate the area west of Harding Avenue and create a special taxing district. | Open | This item is provided here as a place holder.  |

| #  | PARKING / TAXIS  | STATUS                  | UPDATE   |
|----|--|-------------------------|--|
| 1. | <p>The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents. The total number of single parking spaces added is now 12.</p> <p><b><u>Additional commercial loading zone for the 300 block of 95 Street.</u></b></p> | <b><u>Re-Opened</u></b> | <p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 88<sup>th</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 90<sup>th</sup> Street (4 spaces) effective upon completion of on-going construction project</li> <li>• 100 block of 92<sup>nd</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 96<sup>th</sup> Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone.</li> </ul> <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 89<sup>th</sup> Street - effective 06-01-2017</li> <li>• 100 block of 94<sup>th</sup> Street - effective 06-01-2017</li> </ul> <p>An additional loading zone was added at the following location effective Monday 04-22-2019:</p> <ul style="list-style-type: none"> <li>• 300 block of 95 Street on the north-west corner encompassing three parking spaces. The loading zone is effective between 6:00AM – 10:00AM only.</li> </ul> <p>In July 2019, an additional loading zone was decided for the 300 block of 95 Street on the south side in the Ride Share zone between the hours of 6AM-10AM. Monday-Friday, to help alleviate commercial truck congestion in the Business District in the early morning</p> |

|    |                               |                         |   |
|----|-------------------------------|-------------------------|---|
|    |                               |                         | <p>hours. The loading zone will be established in August 2019, after ordering and deploying the signs. The new loading zone will be evaluated for a three-month period.</p> <p><b><u>In August 2019, the additional loading zone became operational in the Ride Share parking spaces located in the 300 block of 95 Street (south-side) with functional hours of Monday-Friday, 6AM-10AM. The loading zone will be evaluated for a three month period beginning August 1, 2019 and ending on November 1, 2019.</u></b></p>  |
| 2. | Ride Share Pick-up & Drop Off | <b><u>Re-Opened</u></b> | <p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up &amp; Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>  <p>Budget Impact: There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid parking. There will be incurred costs</p> |



|  |  |   |
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|  |  | <p>for procuring signage and possible repainting of the parking spaces.</p> <p>On 07-20-18 the signs for the Ride Share location were ordered and the expected delivery date is in early August 2018. On 07-26-2018, Captain Bambis and Parking Manager Joseph met with Mr. Javier Correoso (Public Affairs Manager) from Uber ride share regarding the new Pick-up and Drop-off site proposed for the 300 block of 95<sup>th</sup> Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.</p> <p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95<sup>th</sup> Street was completed:</p> <ul style="list-style-type: none"> <li>• All signs installed (2 signs)</li> <li>• Curb line was painted yellow</li> <li>• Vehicle space lines were painted yellow</li> <li>• UBER Ride Share Company has agreed to add the location to their application</li> </ul>  <p>The Ride Share Pick-up &amp; Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact</p> |
|--|--|---|

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|    |   |                    | <p>of the Ride Share Pick-Up &amp; Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up &amp; Drop-Off Program continue as a full-time initiative.</p> <p>The Ride Share Pick-up &amp; Drop-off Program became a permanent on-going program effective November 2018.</p> <p>In July 2019, an additional loading zone will be added in the 300 block of 95 Street on the south side in the Ride Share spaces (zone) between the hours of 6AM-10AM, Monday-Friday to help alleviate commercial truck congestion in the Business District in the early morning hours. The loading zone will be established in August 2019, after ordering and deploying the signs and an evaluation period of three months. Based on the loading zone hours added to the current Ride Share spaces an additional Ride Share space will be established in the 200 block of 95 Street on the south side of the street adjacent to or near the loading zone at that location.</p> <p><b><u>In August 2019, an additional loading zone became operational in the Ride Share parking spaces located in the 300 block of 95 Street (south-side) with functional hours of Monday-Friday, 6AM-10AM.</u></b></p> <p><b><u>An additional Ride Share parking zone (single space) is being established in the 200 block of 95 Street (south side) with an anticipated completion date in September 2019, after the Ride Share signage is received.</u></b></p> |
| 3. | Parking Rate Increase for Off-Street Parking (Municipal Parking Lots) | <b><u>Open</u></b> | <p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p>   |



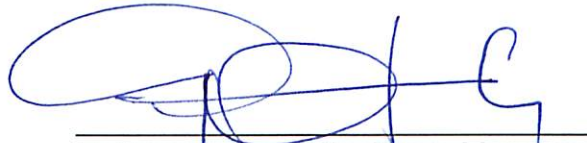
|  |  |  |   |
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|  |  |  | <ul style="list-style-type: none"> <li>• New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018.</li> <li>• Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations.</li> <li>• Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking.</li> <li>• Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.</li> <li>• Email notification of the parking rate change was sent out on 07-25-2018.</li> <li>• Notification of the parking rate change was posted on the Town website on 07-25-2018.</li> <li>• On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian).</li> </ul> <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p> <p>At the June 20, 2019, meeting of the Downtown Vision Advisory Committee (DVAC), the Committee formalized recommendations for the Town Commission to consider regarding changing the Off-Street Parking Rates. At the July 9, 2019, Town Commission Meeting the Town Commission discussed and approved parking rate changes for all Town Off-Street Parking (Municipal Parking Lots) as follows:</p> <ul style="list-style-type: none"> <li>• Weekends/Holidays: <ul style="list-style-type: none"> <li>○ 9:00 AM - 5:00 PM<br/>\$3.00/hour with a 4-hour limit that is not renewable</li> <li>○ 5:00 PM – 9:00 AM<br/>\$2.00/hour with a 4-hour limit that is renewable</li> </ul> </li> </ul> |
|--|--|--|---|

|    |  |                      |   |
|----|--|----------------------|---|
|    |  |                      | <ul style="list-style-type: none"> <li>• Weekdays: <ul style="list-style-type: none"> <li>○ 9:00 AM - 5:00 PM<br/>\$2.00/hour with a 4-hour limit that is not renewable</li> <li>○ 5:00 PM – 9:00 AM<br/>\$2.00/hour with a 4-hour limit that is renewable</li> </ul> </li> </ul> <p>For the August 13, 2019, Town Commission Meeting the Police Department submitted a memorandum for Approval to Modify the Parking Rate and Parking Time Limits for Off-Street Parking (Municipal Parking Lots) through Town Resolution.</p> <p><b><u>At the August 13, 2019, Town Commission meeting the Commission approved the Off-Street (Municipal Parking Lots) Modifications to the Parking Rates and Parking Time Limits as previously described. Notifications regarding the new rates and time limits were posted on the Town website and were sent out on social media. Effective August 19, 2019, the new Off-Street Parking Rates and Parking Time Limits commenced.</u></b></p>  |
| 4. | Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue) | <b><u>Closed</u></b> | <p>At the 03-12-19, Town Commission meeting the Town Commission approved the following changes to a staff recommendation to initiate a Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue). The Variable Parking Rate will be as follows: Weekdays (Mon-Fri) only between 10:00 AM – 4:00 PM will be \$4.00/hour with a 2-hour limit (after the expiration of 2 hours the parking space is not renewable between the hours of 10:00 AM – 4:00 PM and the vehicle will not be permitted to park in an On-Street parking space in the Business District until after 4:00PM).</p> <p>The Town Commission requested a review be conducted regarding the effects of the On-Street Variable-Rate in the Business District, and the review be submitted two months after the rate change implementation date. The resolution will be voted on at the Town Commission Meeting on 04-09-19.</p> <p>The resolution was approved by the Town Commission and on Monday 04-15-2019,</p> |

|    |                                   |        |   |
|----|-----------------------------------|--------|---|
|    |                                   |        | <p>the Variable Parking Rate was implemented without issue for the Parking Pay Stations and Pay-By-Phone Systems. A two-month evaluation of the program will be submitted in June 2019.</p> <p>On June 18, 2019, the Police Department submitted the two-month evaluation report for the Business District Variable Parking Rate change. The report was available to the Town Commission for review. At the July 9, 2019 Commission Meeting the Business District Variable Parking Rate change was approved on a permanent basis.</p>   |
| 5. | Taxi Cab Stands added and changed | Closed | <ul style="list-style-type: none"> <li>• The Taxi Cab Stand at 94<sup>th</sup> Street &amp; Collins Avenue was reduced from (4) vehicles to (2) vehicles.</li> <li>• 94<sup>th</sup> Street &amp; Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added.</li> <li>• In the 200 block of 92<sup>nd</sup> Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.</li> <li>• A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.</li> </ul> <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94<sup>th</sup> Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General</p> |

|    |   |        |   |
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|    |   |        | Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.   |
| 6. | 2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue                           | Closed | The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation. |
| 7. | Replacement of No Parking Signs and additional No Parking Signs 9400 block of Abbott Avenue | Closed | <p>Based on Police Department observations the replacement of No Parking Signs that are in poor condition, and additional No Parking Signs will be installed in the 9400 block of Abbott Avenue. Public Works is working in conjunction with the Parking Department to complete this project.</p> <p>The signs were received and installed the week of February 25<sup>th</sup>, 2019.</p>  |

Respectfully submitted by:



Guillermo Olmedillo, Town Manager



# Town of Surfside, FL

Between Aug 01, 2019 and Aug 29, 2019

11 requests were opened

11 requests were closed

The average time to close was 1.1 days

| REQUEST CATEGORY                 | OPENED | CLOSED | DAYS TO CLOSE |
|----------------------------------|--------|--------|---------------|
| Other                            | 4      | 4      | 0.5           |
| Beach Issue                      | 3      | 3      | 0.2           |
| Code Compliance (Safety Concern) | 1      | 1      | 1.0           |
| Community Center (P & R)         | 1      | 1      | 1.2           |
| Construction Issues              | 1      | 1      | 5.9           |
| Drainage/Flooding (PW)           | 1      | 1      | 1.1           |
| 96 Street Park (P & R)           | 0      | 0      | 0.0           |
| Barking Dog                      | 0      | 0      | 0.0           |
| Beach Patrol                     | 0      | 0      | 0.0           |
| Code Compliance (Violation)      | 0      | 0      | 0.0           |
| Dead Animal                      | 0      | 0      | 0.0           |
| Dog Stations (P & R)             | 0      | 0      | 0.0           |
| Graffiti (in park) (P & R)       | 0      | 0      | 0.0           |
| Graffiti (PW)                    | 0      | 0      | 0.0           |
| Hawthorne Tot-Lot (P & R)        | 0      | 0      | 0.0           |
| Parking Issue                    | 0      | 0      | 0.0           |
| Police (Safety Concern)          | 0      | 0      | 0.0           |
| Pothole (PW)                     | 0      | 0      | 0.0           |
| Solid Waste (Commercial) (PW)    | 0      | 0      | 0.0           |
| Solid Waste (Residential) (PW)   | 0      | 0      | 0.0           |
| Street lights (PW)               | 0      | 0      | 0.0           |
| Surfside Dog Park (P & R)        | 0      | 0      | 0.0           |
| Utilities (Water/Sewer) (PW)     | 0      | 0      | 0.0           |
| Veterans Park (P & R)            | 0      | 0      | 0.0           |



# Town of Surfside, FL

Between Jan 01, 2014 and Aug 29, 2019

1065 requests were opened

1049 requests were closed

The average time to close was 26.6 days

| REQUEST CATEGORY                 | OPENED | CLOSED | DAYS TO CLOSE |
|----------------------------------|--------|--------|---------------|
| Other                            | 236    | 234    | 24.2          |
| Beach Issue                      | 181    | 172    | 23.0          |
| Code Compliance (Violation)      | 140    | 140    | 29.6          |
| Parking Issue                    | 94     | 94     | 3.5           |
| Police (Safety Concern)          | 76     | 76     | 8.3           |
| Code Compliance (Safety Concern) | 84     | 84     | 33.9          |
| Street lights (PW)               | 48     | 47     | 149.8         |
| Construction Issues              | 38     | 38     | 15.3          |
| Utilities (Water/Sewer) (PW)     | 34     | 33     | 11.5          |
| Drainage/Flooding (PW)           | 30     | 28     | 26.8          |
| Solid Waste (Residential) (PW)   | 21     | 21     | 26.5          |
| Dog Stations (P & R)             | 15     | 15     | 4.7           |
| Barking Dog                      | 12     | 12     | 20.0          |
| 96 Street Park (P & R)           | 10     | 10     | 3.2           |
| Community Center (P & R)         | 10     | 9      | 10.6          |
| Surfside Dog Park (P & R)        | 8      | 8      | 1.1           |
| Solid Waste (Commercial) (PW)    | 7      | 7      | 7.3           |
| Hawthorne Tot-Lot (P & R)        | 6      | 6      | 39.2          |
| Pothole (PW)                     | 5      | 5      | 31.7          |
| Beach Patrol                     | 4      | 4      | 3.8           |
| Dead Animal                      | 3      | 3      | 21.0          |
| Graffiti (PW)                    | 3      | 3      | 25.2          |
| Graffiti (in park) (P & R)       | 0      | 0      | 0.0           |
| Veterans Park (P & R)            | 0      | 0      | 0.0           |





## **MEMORANDUM**

**To:** Guillermo Olmedillo, Town Manager  
**From:** Rachel Pinzur, Public Information Representative  
**Date:** August 27, 2019

**Subject: August Social Media (Nextdoor) Report**

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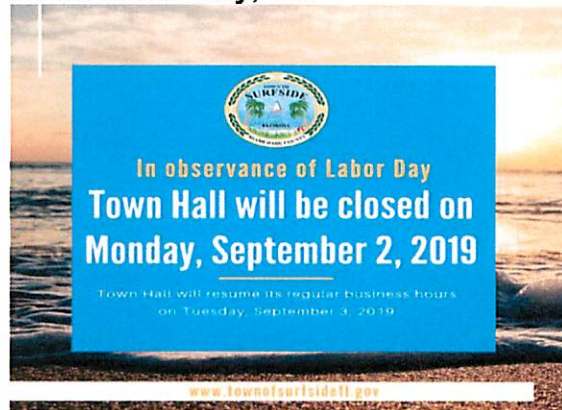
In August, the Town's Public Information Representative (PIR) continued to monitor and post content to Nextdoor in an effort to keep Surfside residents on the platform informed about Town news, special notifications and upcoming events. As part of the Town's communication strategy, the PIR aims to provide residents with helpful and positive information. Nextdoor is only one of several communication channels used to reach residents.

Over the month, Nextdoor posts included reminders, notifications and further information on events, meetings and initiatives. The PIR provided frequent updates on the Beach Renourishment Project, which began its staging phase and its official project phase this month. Several posts were also dedicated to notifying residents about traffic alerts, road closures and police activity. Furthermore, posts in August included community meetings and events reminders. Residents also received important updates via the Town website, e-blasts, the Gazette, flyers on community boards, and Channel 663.

In the month of August, the Town's Public Information Representative published 45 posts on Nextdoor. There are currently 1,170 verified Surfside residents in the Nextdoor community.

It is important to reiterate the Nextdoor platform is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town encourages residents to find information on the Town's website ([www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov)) and/or by contacting the Town directly.

## Town Hall will be closed on Labor Day, 9/2



The Town of Surfside wishes you a relaxing and enjoyable Labor Day weekend.

As a reminder, please note Town Hall will be closed in observance of the holiday on Monday, September 2, 2019. Additionally, there will be no trash collection on this date. Town Hall will re-open for normal operating hours on Tuesday, September 3, 2019 and the regular trash collection schedule will also resume on Tuesday, September 3, 2019.

## Be Hurricane Ready this hurricane season!



For the safety of our residents, we want to remind Surfsiders to stock up on essentials now for your hurricane kits and to create an evacuation plan. Should a Category 2 hurricane or higher come our way, a mandatory evacuation order will be issued and residents will be required to vacate the area, in addition to our Surfside Police Department. It is important to remember that after a hurricane, residents may not be able to re-enter the Town for an extended period of time. A safety checkpoint will be set up by the Surfside Police Department, and in conjunction with the Public Works Department, they will survey the area to ensure it is safe. Once the Town is deemed safe, the Police will send out a notification to residents via CodeRed. To find out more information about the CodeRed system and to download the application, please visit: <https://www.townofsurfsidefl.gov/departments-services/police/code-red>

Residents can find a hurricane preparedness guides, a hurricane checklist and more by visiting the “Be Hurricane Ready: Tips and Important Resources” section of the Town website at: <https://www.townofsurfsidefl.gov/how-do-i/hurricane-and-flood-information> Furthermore, a flyer was recently included in the Town’s utility bill containing a hurricane safety checklist. Please refer to the flyer here: (link)



## Sea levels are rising. Here is what you can do about it.

On a calm, sunny beach day, it is hard to imagine the seas we enjoy are rising at an accelerated, yet seemingly imperceptible rate, that is already impacting coastal communities around the globe including Surfside.

This is science we simply can't ignore. Rising sea levels can result in more deadly and destructive storm surges, in addition to more frequent high tides and flooding, which has prompted the Town of Surfside to proactively plan and prepare for sea level rise. The Mayor, along with the Town Commission and Town Administration, regularly engage with neighboring municipalities and environmental experts at the local universities to gain valuable insight and research that can be adopted for Surfside. Additionally, sea level rise continues to be at the forefront during discussions led by the Sustainability & Resiliency Committee and Planning & Zoning Board.

But this is a matter that requires the attention and collaboration of the entire community. Here are several tips to help minimize your impact on the planet:

1. Support the Commission's environmental policies. The Commission often takes the "long view" to urge environmental action by our regional, state and federal agencies and lawmakers and when enacting common sense policies to help shift behaviors within Surfside to safeguard our community.
2. Reduce your footprint. Learn how to reduce the amount of greenhouse gases you produce each day by visiting [www.carbonfootprint.com](http://www.carbonfootprint.com)
3. Plant more plants and save trees. Plants clean the air and soak up the rain.
4. Reduce your energy use. Turn off your lights and appliances when not in use and replace them with more energy efficient alternatives. Adjust your thermostat to reduce air conditioning use.
5. Leave the car at home. Luckily, Surfside is a pedestrian-friendly community and all necessities are in walking distance.
6. Protect dunes and shorelines. Dunes act as a natural buffer against the effects of seasonal and major storms like hurricanes and helps keep the erosive power of strong waves from reaching coastal structures. In the coming months, the Town of Surfside will undergo a *beach renourishment project* in order to address critical erosion of the public beach in Surfside.

To learn more about what the Town of Surfside is doing to mitigate the effects of sea level rise and climate change, refer to the Town website at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov). Feel free to also reach out to your elected officials and the Town Administration with questions.

## Stay Cool in Surfside: Tips on spots to visit in Town during the heat



Though the month of August is winding down, the summer heat continues. The Town of Surfside urges residents to please be safe during excessively hot and humid weather. Today's Stay Cool tip offers spots around Town that are good to visit when the heat index is high outside.

For more tips to Beat the Heat and Stay Cool in Surfside, please visit the Town website at: <https://townofsurfsidefl.gov/news-and-events/news-detail/2019/07/23/stay-cool-in-surfside-tips-to-beat-the-heat>

### **Tonight: Special Commission Meeting & Joint Town Commission and Planning & Zoning Board Meeting**



Surfsiders, please be reminded that there will be a Special Commission Meeting tonight, Monday, August 26, 2019 at 6:00 pm in the Town Hall Commission Chambers. The meeting will be in regards to the Town of Surfside's Notice of Intent to Repeal Ordinance No. 2019-1698 adopted on July 9, 2019 pertaining to single-use plastics. The first reading of the Ordinance will take place during tonight's meeting. For further information and the official notice of the meeting, please visit: <https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/08/26/commission-meetings-workshops/special-commission-meeting>

Also taking place tonight is the Joint Town Commission and Planning & Zoning Board Meeting at 6:15 pm in the Town Hall Commission Chambers. Residents are encouraged to attend to hear about and discuss freeboard and height in the Town Charter. Freeboard is the built-up ground area under the finished floor of a home, which is designed to provide greater resiliency for sea level rise and flooding. The Planning & Zoning Board has expressed concerns that the recent legislation passed by the Town, requiring additional freeboard, is not enough for future storm, flooding and sea level rise events. The Planning & Zoning Board would like future Town Commissions to have the ability to modify the Town Code and the Comprehensive Plan if needed after a storm event for the purpose of rebuilding higher without having to wait for a referendum. Resident participation and feedback on this matter is important to the Town of Surfside.

To view the official notice of the event, please refer to: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/08/26/commission-meetings-workshops/joint-town-commission-planning-zoning-board-meeting>



## Swimming Advisory Lifted for Public Beach at Surfside

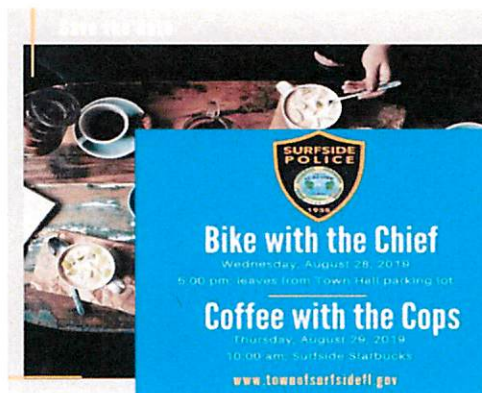
The Florida Department of Health in Miami-Dade County has lifted the Swimming Advisory for the public beach at Surfside today, Friday, August 23, 2019. The lift was issued based on a satisfactory microbial water quality test result and means that recreational water activities may resume. The swimming advisory was originally issued on Wednesday, August 21, 2019 for the public beach at Surfside (Collins Avenue and 93rd Street).

Residents are encouraged to periodically check the Florida Healthy Beaches Program website for sampling results which are conducted frequently by the Florida Department of Health: [http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126&utm\\_source=Single+Town+News+Article&utm\\_medium=newsletter&utm\\_campaign=Swimming+Advisory+Lifted+for+Public+Beach+at+Surfside](http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126&utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Swimming+Advisory+Lifted+for+Public+Beach+at+Surfside)

To view the news release published by the Florida Department of Health in regards to the lifting of the Swimming Advisory, please refer to:  
[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/doh-in-miami-dade-county-lifts-swimming-advisory-\(08\\_23\\_2019\).pdf?sfvrsn=c1812b94\\_2&utm\\_source=Single+Town+News+Article&utm\\_medium=newsletter&utm\\_campaign=Swimming+Advisory+Lifted+for+Public+Beach+at+Surfside](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/doh-in-miami-dade-county-lifts-swimming-advisory-(08_23_2019).pdf?sfvrsn=c1812b94_2&utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Swimming+Advisory+Lifted+for+Public+Beach+at+Surfside)

Enjoy your weekend.

## Surfside PD events next week: Bike with the Chief on 8/28 and Coffee with the Cops on 8/29



There are two opportunities next week to spend time with the men and women in blue who keep our Town safe. The Surfside Police Department is hosting Bike with the Chief on Wednesday, August 28, 2019 and Coffee with the Cops on Thursday, August 29, 2019.

Bike with the Chief starts at 5:00 pm and departs from the Town Hall parking lot. During this community event, residents enjoy a leisurely bike ride alongside Surfside Police Chief Julio Yero and other officers. It also allows for residents to bring up questions, concerns or feedback they may have in regards to the community and, of course, it also serves as an excellent exercise session. View the original event flyer here:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/20198e0547bd11e362eeac30ff000090a7c7.pdf?sfvrsn=67e62594\\_6](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/20198e0547bd11e362eeac30ff000090a7c7.pdf?sfvrsn=67e62594_6)

Coffee with the Cops starts at 10:00 am on Thursday and is also another excellent way for residents to meet with Surfside Police officers over morning coffee at the local Starbucks, located at 9560 Harding Avenue. View the event flyer here:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019bf0547bd11e362eeac30ff000090a7c7.pdf?sfvrsn=54e62594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019bf0547bd11e362eeac30ff000090a7c7.pdf?sfvrsn=54e62594_4)

Residents are always welcome to attend. For questions, please reach out to Dina Goldstein at 305.861.4862 or email [dgoldstein@townofsurfsidefl.gov](mailto:dgoldstein@townofsurfsidefl.gov).

### **Resident Parking Decal Renewal 2019-2020**

Parking permits for the upcoming fiscal year of October 1, 2019 to September 30, 2020 will be available for renewal commencing on Tuesday, September 3, 2019. They will be available at Town Hall during business hours, between 9:00 am to 5:00 pm, Monday through Friday.

Note: The annual parking fee will be waived ONLY for active or retired military residents. Proof of military service is required.

To register for your parking permit, please fill out the following Registration Application form and submit it in person at Town Hall:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parking-flyer-2019-2020.pdf?sfvrsn=11da2b94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parking-flyer-2019-2020.pdf?sfvrsn=11da2b94_4)

### **Swimming Advisory at Surfside's Public Beach (Updated 08/22/2019)**

Miami-Dade Issues a Swimming Advisory for the Public Beach at Surfside (Collins Avenue and 93rd Street).

Samples of beach water collected at Surfside (Collins Avenue and 93rd Street) did not meet the recreational water quality standard for enterococci. By state regulation, the Florida Department of Health in Miami-Dade County is required to issue an advisory to inform the public in a specific area when this standard is not met. An advisory has been issued because two consecutive samples collected at this beach exceeded the Federal and State recommended standard for enterococci (greater than 70 colony forming units of enterococci per 100 mL for a single sample).

The advisory issued recommends not swimming at this location at this time. The results of the sampling indicate that water contact may pose an increased risk of illness, particularly for susceptible individuals.

The Florida Department of Health in Miami-Dade County has been conducting marine beach water quality monitoring at 16 sites, including the public beach at Surfside (Collins Avenue and 93rd Street) weekly since August 2002, through the Florida Healthy Beaches Program. The sampling sites are selected based on the frequency and intensity of recreational water use and the proximity to pollution sources. The water samples are being analyzed for enteric bacteria enterococci that normally inhabit the intestinal tract of humans and animals, and which may cause human disease, infections or illness. The prevalence of enteric bacteria is an indicator of fecal pollution, which may come from storm water run-off, wildlife, pets and human sewage. The purpose of the



Florida Healthy Beaches program is to determine whether Florida has significant beach water quality concerns.

For further information, and for a list of other beach areas with swimming advisories, please visit the Florida Healthy Beaches Program Website:

<http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126>

To view the official advisory issued by the Florida Department of Health, please refer to: [https://www.townofsursidefl.gov/docs/default-source/default-document-library/20190821161917.pdf?sfvrsn=83dd2b94\\_4](https://www.townofsursidefl.gov/docs/default-source/default-document-library/20190821161917.pdf?sfvrsn=83dd2b94_4)

\*UPDATE 08/22/2019 - As of Thursday, August 22, 2019, the Florida Department of Health's Swimming Advisory for the public beach in Surfside on 93rd Street and Collins Avenue is still in effect. The Town of Surfside will continue to utilize its communication channels to monitor the status of the advisory and will inform residents once the advisory has been lifted. Please check the Town website and our Nextdoor channel for updates. Updates are also provided directly on the Florida Healthy Beaches Program website: <http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126>

**Tonight's Sustainability and Resiliency Committee Meeting has been canceled**

Please be aware that the Sustainability and Resiliency Committee Meeting originally scheduled for tonight, Wednesday, August 21, 2019 at 6:30 pm has been canceled.

The September meeting is slated for Wednesday, September 18, 2019 at 6:30 pm in the Training Room of Town Hall. Please refer to the the Town website's calendar for up-to-date information on Town meetings: <https://www.townofsursidefl.gov/news-and-events/events-list>

**Tree Cutting Maintenance at Hawthorne Tot Lot and 96th Street Park on Friday, 8/23**



Surfside residents, please be aware that tree cutting maintenance will take place at the Hawthorne Tot Lot and 96th Street Park this coming Friday, August 23, 2019. Please note the following changes to the hours of operation of the two parks during that day:

- The Hawthorne Tot Lot will be closed all day.
- 96th Street Park will not open at sunrise as usual, and instead will open at 9:00 am.

We apologize for any inconvenience. If you have any questions, please feel free to contact the Surfside Parks and Recreation Department at 305.866.3635.

**Is sea level rise on you mind? Attend the Joint Town Commission and Planning & Zoning Board Workshop on Monday, 8/26**



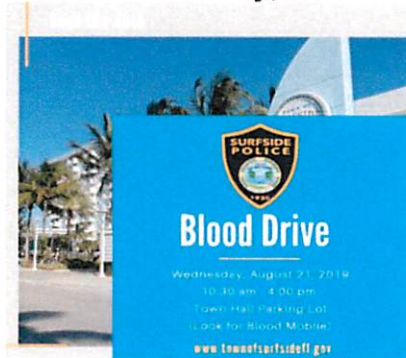
With the goal of creating greater resiliency in our community and preparing for sea level rise, a Joint Town Commission and Planning & Zoning Board Workshop will be held on Monday, August 26, 2019 at 6:15 pm in the Town Hall Commission Chambers for a discussion on freeboard and height. The Town of Surferside invites the public to attend the meeting and to weigh-in on whether or not there is interest in “unlocking” height from the Town Charter.

The Planning and Zoning Board has encouraged property owners to build homes with greater freeboard, which is built up ground area under the finished floor of the home. The purpose is to provide more resilient homes as sea levels rise. The maximum height of a structure is measured from the center of the street to the top of the home and therefore, the amount of freeboard is constrained by the overall height of a building.

While the Town has created recent legislation to require additional freeboard and to maintain the overall height in the Town Code, the Planning & Zoning Board has expressed concerns that it will not be enough in the future if there is a major storm event that leads to significant flooding. The Planning & Zoning Board would like future Town Commissions to have the ability to modify the Town Code and the Comprehensive Plan if needed after a storm event for the purpose of rebuilding higher without having to wait for a referendum. Public feedback is encouraged on the matter.

To view the official event notice, please refer to: <https://townofsurfersidefl.gov/news-and-events/events-detail/2019/08/26/commission-meetings-workshops/joint-town-commission-planning-zoning-board-meeting>

**Help Save a Life - Blood Drive on Wednesday, 8/21**



Help give the gift of life by donating blood during the upcoming blood drive. The Surfside Police Department and the One Blood Organization are once again co-hosting this important community event. Stop by the Town Hall parking lot, where the blood mobile will be stationed, between 10:30 am and 4:00 pm this Wednesday, August 21, 2019. To view the original event flyer, please refer to:  
[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/blood-drive---july-2019.pdf?sfvrsn=a28a2594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/blood-drive---july-2019.pdf?sfvrsn=a28a2594_4)

For any inquiries pertaining to this event, please feel free to reach out to Dina Goldstein at 305.861.4862 or email [dgoldstein@townofsurfsidefl.gov](mailto:dgoldstein@townofsurfsidefl.gov).

### **Back to School Safety Tips from the Surfside Police Department**

Tomorrow, Monday, August 19, 2019 marks the beginning of the new school year for public schools in Miami-Dade County. That means there will be children walking and riding their bikes to school, parents dropping off their children as they rush off to work, increased traffic on our roadways, school buses, school speed zones, and plenty of traffic enforcement. The Town of Surfside Police Department would like to remind you that the safety of your children is our utmost priority and it is critical that all drivers be especially vigilant before and after school hours. The beginning of the school year is a time when children are at their highest risk of transportation-related injuries from pedestrian, bicycle, school bus, and motor vehicle crashes.

The Surfside Police Department will be out on the streets making sure everyone adheres to speed limits, that cars do not pass school buses loading or unloading children, and that drivers are exercising a little extra care and caution for the safety of our children.

The following recommendations will help keep everyone safe:

- Slow down
- Come to a complete stop
- Eliminate distractions
- Reverse responsibly
- Watch for bicycles
- Walk to your teen drivers

Make safe driving your priority in order to better protect and keep the children of our community happy, healthy and safe this school year.

To view the original Back to School Safety flyer from the Surfside Police Department, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-police-department---back-to-school-2019.pdf?sfvrsn=b2802a94\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-police-department---back-to-school-2019.pdf?sfvrsn=b2802a94_2)

### **Traffic Alert Update: All Lanes Reopened on 9500 to 9600 Block of Collins Ave**

The Surfside Police Department would like to inform residents that at this time all lanes have reopened at the 9500 to 9600 block of Collins Avenue. There were lane closures earlier in the day due to a vehicular accident.

Please drive safely and enjoy your weekend.



### **Traffic Alert: Lane Closures on 9500 to 9600 block of Collins Avenue**

The Surfside Police Department would like to inform residents of current lane closures on the 9500 to 9600 block of Collins Avenue due to a vehicular accident today, Friday, August 16, 2019. At the moment, there is only one northbound lane open.

Officers from the Surfside Police Department are on the scene. Please drive safely and plan your commute accordingly.

The Surfside Police Department will provide an update once all lanes are reopened.

### **Clear the Shelters Pet Adoption Drive tomorrow, Saturday 8/17**



NBC and Telemundo owned stations are teaming up with hundreds of shelters across the country to host Clear the Shelters, a nationwide pet adoption drive to help find loving homes for animals in need. The drive will take place from 10:00 am to 6:00 pm. The Humane Society of Greater Miami is one of the participating shelters.

The adoption drive will take place at the Soffer and Fine Adoption Center located at 16101 West Dixie Highway, North Miami Beach, FL 33160. To contact the center directly, please call 305.696.0800.

To view the original notice put out by the office of Miami-Dade County Commissioner Sally A. Heyman, please refer to:

<http://campaign.r20.constantcontact.com/render?m=1104524377566&ca=d60b8f54-24b1-4071-8985-1bedfb053467>

### **Free Back to School Immunizations in Miami-Dade County tomorrow, Saturday 8/17**

The Florida Department of Health in Miami-Dade County and Community Health Centers will be offering free back to school immunizations for children throughout several county locations this Saturday, August 17, 2019.

For a list of participating clinics and further information, please refer to:  
[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/backtoschoolimmunizations2019\\_01.pdf?sfvrsn=efdc2594\\_6](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/backtoschoolimmunizations2019_01.pdf?sfvrsn=efdc2594_6)

When visiting one of the clinics, please bring your child's immunization records. Child's parent or guardian must be present. Early arrivals are encouraged.

### **Flood Watch until 8:00 pm for Coastal Miami-Dade**

Please be aware that the National Weather Service has issued a Flood Watch for a portion of South Florida, including coastal Miami-Dade County and metro Miami-Dade for today, Thursday, August 15, 2019 until 8:00 pm. Heavy rains are expected throughout the afternoon and evening.

A Flood Watch is issued when conditions are favorable for a specific hazardous weather event to occur. It does not mean flooding will occur, but it is possible.

Please be safe and avoid driving, walking or bicycling in areas containing puddles or floods.

It is recommended that residents check the National Weather Service website for updates. To view the notice of the Flood Watch for today, please refer to:  
[https://forecast.weather.gov/showsigwx.php?warnzone=FLZ173&warncounty=FLC086&firewxzone=FLZ173&local\\_place1=Surfside%20FL&product1=Flood+Watch&lat=25.8815&lon=-80.1222#.XVWoCNNKjBJ](https://forecast.weather.gov/showsigwx.php?warnzone=FLZ173&warncounty=FLC086&firewxzone=FLZ173&local_place1=Surfside%20FL&product1=Flood+Watch&lat=25.8815&lon=-80.1222#.XVWoCNNKjBJ)

Stay safe!

### **Beach Renourishment Project Start Date Slated for Monday, August 19, 2019**

The official start date of the Beach Renourishment Project is slated for Monday, August 19, 2019.

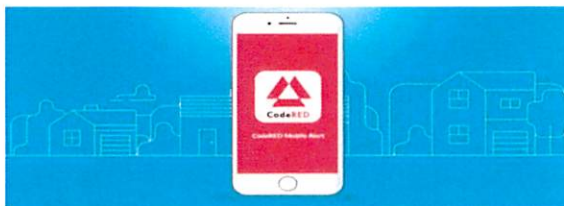
The staging process of the Beach Renourishment Project by contractor Continental Heavy Civil Corp has been underway since Thursday, August 8, 2019. Trucks are expected in the area and on the beach tomorrow, Friday, August 16, 2019, but this will not include any movement or placement of sand. No major work is expected on Saturday, August 17 and Sunday, August 18.

The Town of Surfside will continue to inform residents via the Town website, e-blasts and Nextdoor, and provide updates about the Beach Renourishment Project.

Please note that some of the street-end signs with mosaic artwork designed by art students at Ruth K. Broad K-8 Center, which were recently installed in Surfside, have temporarily been removed for safekeeping during the project's entirety. They will be re-installed once the project has been completed.

For further information on the Beach Renourishment Project, please refer to the Town's website: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florid>

### **Sign up for CodeRed**



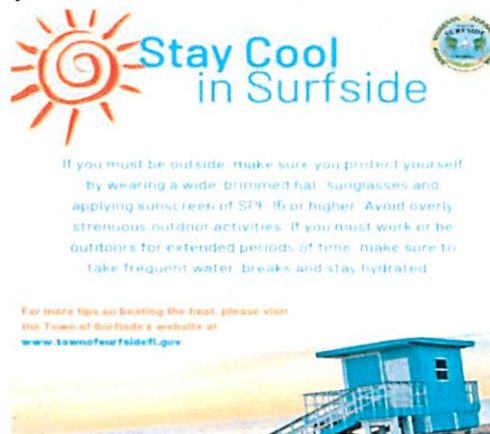


Have you downloaded the app for CodeRed, Surfside's emergency notification system or signed your number up for the service? Through CodeRed, the Surfside Police Department sends out emergency notifications to the user's preferred method of communication: telephone, text or email. The service is free for all residents and business owners in the Town of Surfside.

The CodeRed notification system provides the community with greater protection during critical situations, allowing the Surfside Police Department and Town officials to deliver either Town-wide or targeted pre-recorded emergency notifications, such as evacuation notices, missing child alerts, boil water notices, and information on hurricanes, fire and flood disasters.

For information on how to download the application or to sign up for the notification system with your phone number, please visit the Town's website at:  
<https://www.townofsurfsidefl.gov/departments-services/police/code-red>

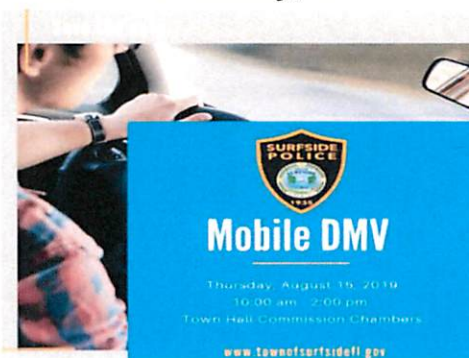
### Stay Cool in Surfside: Tips for When You Work Outdoors in the Heat



We don't need to tell you, summers in South Florida are HOT, which is all the more reason to stay hydrated and cool when the sun is beating down. Consider today's "Stay Cool in Surfside" tip for days when you must be outdoors.

For more tips to Beat the Heat and Stay Cool in Surfside, please visit the Town website at: <https://townofsurfsidefl.gov/news-and-events/news-detail/2019/07/23/stay-cool-in-surfside-tips-to-beat-the-heat>

### Mobile DMV returns to Surfside on Thursday, 8/15





In need of driver's license services, such as renewals or replacements? Swing by the Mobile DMV in the Town Hall Commission Chambers from 10:00 am to 2:00 pm this Thursday, August 15, 2019.

The event is made possible by the Surfside Police Department and the Department of Highway Safety and Motor Vehicles. For questions, please reach out to Dina Goldstein at 305.861.4862 or email [dgoldstein@townofsurfsidefl.gov](mailto:dgoldstein@townofsurfsidefl.gov).

Additional information on the services available at the Mobile DMV can be found at: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/mobile-dmv--august-2019.pdf?sfvrsn=878a2594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/mobile-dmv--august-2019.pdf?sfvrsn=878a2594_4)

### **Traffic Alert Update: Lanes on 91st Street and Collins Ave Now Open**

The Surfside Police Department would like to inform residents that lanes on 91st Street and Collins Avenue have reopened this afternoon, Tuesday, August 13, 2019. All lanes in the mentioned area had been closed earlier in the day due to police activity at 9011 Collins Avenue.

Northbound traffic on Collins Avenue and 91st Street has resumed, but please note that there may be some brief congestion due to the recent traffic back-up. Please drive safely and plan your commute accordingly.

### **Traffic Alert: Lane Closures on 91st Street and Collins Avenue**

The Surfside Police Department would like to make residents aware that due to police activity at 9011 Collins Avenue today, Tuesday, August 13, 2019, all lanes on 91st Street and Collins Avenue are currently closed. Northbound traffic will be diverted onto 92nd Street.

The Town of Surfside and the Surfside Police Department will provide updates once the lanes reopen. Please drive safely and plan your commute accordingly.

### **Tonight: Special Commission Quasi-Judicial Hearing and Regular Commission Meeting**



Surfsiders, please be reminded that there will be two community meetings taking place tonight, Tuesday, August 13, 2019.

A Special Commission Quasi-Judicial Hearing will take place at 6:00 pm in the Town Hall Commission Chambers. During this meeting, the Town Commission will consider an application for a site plan variance for 9264 Bay Drive, Surfside, Florida. The agenda packet for the meeting can be found here:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-special-town-commission-meeting---quasi-judicial-hearing-agenda-packet.pdf?sfvrsn=bbf92a94\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-special-town-commission-meeting---quasi-judicial-hearing-agenda-packet.pdf?sfvrsn=bbf92a94_2)

View the original notice of the Quasi-Judicial Hearing here:

<https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/08/13/commission-meetings-workshops/special-commission-quasi-judicial-hearing>

Then, at 7:00 pm, the monthly Regular Town Commission Meeting will take place, also in the Town Hall Commission Chambers. To view the agenda packet for this Commission Meeting, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=83f32a94\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=83f32a94_2)

To see the original notice for the Commission Meeting, please visit:

<https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/08/13/commission-meetings-workshops/commission-meeting>

Residents are always encouraged to attend.

Please note Commission Meetings are also aired live on Channel 663. You can view the livestream at: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>. Videos are later archived under the "View Recorded Town Meetings" section of the website by date.

### **No Contact with Water Advisory for Oleta River State Park, Haulover Beach and Intercoastal area (UPDATED 8/17/2019)**

Surfside residents, please be aware that although there is no present risk for the public beach at Surfside, a No Contact with Water precautionary advisory has been issued by the Miami-Dade Water and Sewer Department for the areas of Oleta River State Park and the Haulover Inlet and Beach due to a sewer spill. The advisory entails avoiding recreational water activities such as swimming, fishing, kayaking, paddle boarding and boating. Emergency contractors are being mobilized to expedite repairs in the aforementioned areas.

To read the notice published by the Miami-Dade Water and Sewer Department, please refer to: <https://www.miamidade.gov/releases/2019-08-11-sewer-spill-oleta.asp>

\*UPDATE 8/17/2019: As of Saturday, August 17, 2019, the Miami-Dade Water and Sewer Department reported that the sewer spill has been contained, though the No Contact with Water Advisory is still in effect in the Oleta River State Park and Haulover Beach area. To view WASD's latest press release on the matter, please refer to: <https://www8.miamidade.gov/releases/2019-08-17-sewerspill-oletariver-update4.asp>

### **Beach Renourishment Project Update: Staging continues this week**

Surfside residents, please be aware that the construction vendor Continental Heavy Civil Corp will continue to carry out the staging process for the Beach Renourishment Project this week, resuming today, Monday, August 12, 2019 and running through Thursday, August 15, 2019. During this process, as staging continues, the clearing of access points will begin, including the approved limited areas of the dune at access points. Please note that the start of the Beach Renourishment Project is now imminent and could start as early as this Friday, August 16, 2019 and Saturday, August 17, 2019. The schedule for the project will consist of six (6) work days a week, Mondays through Saturdays, until completion.

The Town of Surfside will continue to inform you when information is available. Residents can anticipate certain pedestrian limitations and minimal disruptions during the staging process until the actual renourishment begins. Sea turtle nests will continue to be moved daily to safe areas away from Surfside before the Beach Renourishment Project is underway.

For further up-to-date information on the renourishment, FAQs, information on sea turtle safety, work schedule information, a progress map from the U.S. Army Corps of Engineers, and more, please visit the Town website at:  
<https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florida>

### **Save the Date: Regular Commission Meeting on Tuesday, 8/13**



Residents are encouraged to attend the next Regular Commission Meeting taking place on Tuesday, August 13 at 7:00 pm in the Town Hall Commission Chambers (second floor).

To view the Agenda Packet for the Commission Meeting, please refer to:  
[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=83f32a94\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=83f32a94_2)

For the original notice about the Commission Meeting, please view:  
<https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/08/13/commission-meetings-workshops/commission-meeting>

Please note that there will also be a Special Commission Quasi-Judicial Hearing on the same day, Tuesday, August 13, 2019 at 6:00 pm, also in the Commission Chambers of Town Hall. Refer to the agenda packet of the hearing here:  
<https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town->

clerk-documents/commission-agendas/2019-commission-agenda/2019-08-13-special-town-commission-meeting---quasi-judicial-hearing-agenda-packet.pdf?sfvrsn=bbf92a94\_2

**Three Eastbound Lanes on Sunny Isles Blvd to be Closed from 8/9 - 8/13**

Please be aware that effective 8:00 pm on Friday, August 9, 2019 three of the four eastbound lanes on Sunny Isles Blvd (State Road 826) will be closed. Only the northernmost lane (left lane) will be open for eastbound travel.

The work will take place from 8:00 pm on Friday, August 9, 2019 to 4:30 am on Tuesday, August 13, 2019. It is highly recommended to avoid using eastbound Sunny Isles Blvd for your travels during this period.

To view the original notice from the City of Sunny Isles Beach, please refer to: <https://mailchi.mp/sibfl/urgent-notice-fdot-lane-closures-on-sr-826-sunny-isles-blvd-575177?e=5273cc6ab5>

**Traffic Update: Lane at 87th Terrace and Collins Avenue is now open**

The Town of Surfside Police Department has confirmed that the easternmost lane at 87th Terrace to the 8800 block of Collins Avenue has now reopened. Emergency repairs of an underground water line were underway this morning, Thursday, August 8, 2019.

Residents should not expect any interruptions to their water service.

If you have any questions, feel free to contact the Surfside Police Department at 305.861.4862.

**Traffic Alert: 87th Terrace - 8800 Collins Avenue Lane Closure on 8/8/19 (UPDATED)**

The Town of Surfside wants you to be aware that we currently have a single lane closure on Thursday, August 8, 2019, at:

- 87th Terrace to the 8800 block of Collins Avenue (SR A1A)

The work is an emergency to repair underground water lines in the easternmost lane of Collins Avenue.

Surfside Police Officers are on site to assist with traffic control. Please plan your commute routes accordingly and drive safely.

For more information please call the Surfside Police Department at 305.861.4862.

**Beach Renourishment Project Update: Staging begins today, 8/8/19**

Surfside residents, please be aware that the contractor Continental Heavy Civil Corp will begin the staging process of the Beach Renourishment Project today, Thursday, August 8, 2019 and will continue through tomorrow, Friday, August 9, 2019. Mobilization will occur in the staging areas at 92nd Street and 89th Street (west of the hardpack and east of the street-ends) and will include the creation of pedestrian paths, which will



ensure the safety of residents and visitors alike during this important project. Please note that the Beach Renourishment Project is now imminent in Surfside.

Sea turtle nests will continue to be moved daily to safe areas away from Surfside before the Beach Renourishment Project is underway. Meanwhile, the Town of Surfside will continue to utilize its communication channels, including the Town website and the Nextdoor platform, to provide updates to residents and local businesses. Extra copies of the Special Edition Beach Renourishment Project insert (from the July Gazette) are available at Town Hall and the Community Center. You can view the insert here: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/beach-renourishment-project-insert\\_july-2019-gazette---special-edition.pdf?sfvrsn=ed042794\\_2&utm\\_source=Single+Town+News+Article&utm\\_medium=newsletter&utm\\_campaign=Beach+Renourishment+Project+Update%3a+Staging+begins+today%2c+8%2f8%2f19](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/beach-renourishment-project-insert_july-2019-gazette---special-edition.pdf?sfvrsn=ed042794_2&utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Beach+Renourishment+Project+Update%3a+Staging+begins+today%2c+8%2f8%2f19)

For further information on the project, FAQs, details about sea turtle protection and more, please refer to the dedicated Beach Renourishment Project page of the Town website at: [https://townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florida?utm\\_source=Single+Town+News+Article&utm\\_medium=newsletter&utm\\_campaign=Beach+Renourishment+Project+Update%3a+Staging+begins+today%2c+8%2f8%2f19](https://townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florida?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Beach+Renourishment+Project+Update%3a+Staging+begins+today%2c+8%2f8%2f19)

Please also refer to the press release issued by the U.S. Army Corps of Engineers on Wednesday, August 7, 2019 in relation to the Beach Renourishment Project and the start of the staging process: [https://www.saj.usace.army.mil/Media/News-Releases/Article/1928726/construction-starts-soon-for-surfside-beach-renourishment/utm\\_medium=newsletter/?utm\\_source=Single+Town+News+Article&utm\\_campaign=Beach+Renourishment+Project+Update%3a+Staging+begins+today%2c+8%2f8%2f19](https://www.saj.usace.army.mil/Media/News-Releases/Article/1928726/construction-starts-soon-for-surfside-beach-renourishment/utm_medium=newsletter/?utm_source=Single+Town+News+Article&utm_campaign=Beach+Renourishment+Project+Update%3a+Staging+begins+today%2c+8%2f8%2f19)

### **Dengue and Mosquito Protection**

Surfside residents, as we all know in South Florida, the hot summer weather brings an increase of mosquitoes. On Tuesday, August 6, 2019, the Florida Department of Health reported the season's first locally-acquired case of dengue in Miami-Dade County. The press release from the Florida Department of Health can be found here: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/mosquito-borne-advisory\\_miami-dade-08062019.pdf?sfvrsn=aa1d2594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/mosquito-borne-advisory_miami-dade-08062019.pdf?sfvrsn=aa1d2594_4)

In order to prevent mosquito bites and the spread of disease, the Town of Surfside encourages residents to visit the Mosquito Control and Protection section of the Town website for resources and safety tips, including the 'drain and cover' method: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/06/15/mosquito-control-and-protection>

The Miami-Dade County website also has further information on mosquito season and mosquito protection: <https://www8.miamidade.gov/global/solidwaste/mosquito/home.page>

Stay safe and enjoy the rest of the summer.

### **Swimming Advisory Lifted for Haulover Beach South**

On Tuesday, August 6, 2019, the Florida Department of Health lifted the swimming advisory for Haulover Beach, which was issued due to the presence of the bacteria enterococci in the water on Friday, August 2, 2019. Please note that the swimming advisory still remains in effect for Crandon South Beach, in Key Biscayne.

To stay up to date on swimming conditions and water quality in Miami-Dade beaches, please visit the "Beach Water Quality" section of the Florida Healthy Beaches Program website at: <http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126>

### **Register for the Surfside Police Department's Citizens Police Academy (Deadline: 8/30/2019)**

The Surfside Police Department's Citizens Police Academy is an extension of the department's community oriented policing philosophy. The program offers residents a preview into the department's inner workings during a series of demonstrations, lectures, and discussions. Each session is facilitated by an expert in their field and members of the class are afforded the opportunity to listen to presentations and interact with representatives of the Command Staff, members of the Police Department, and guest instructors. The topics discussed will be Crime Scene Investigation, Homicide Investigation, K-9, Law, Marine Patrol and there will be visits to Miami-Dade Fire Rescue, the Driving Range, Firearms Range and the Firearms Simulator.

The Citizens Police Academy has experienced enormous positive results in bridging the gap between cop and community. Surfside residents and members of the department are encouraged to work together as a team in maintaining a high quality of life within our community.

The Town of Surfside's 18th Annual Citizens Police Academy begins on September 5, 2019 and concludes on November 21, 2019 with a graduation ceremony. Classes will take place on Thursday nights from 6:00 pm - 9:00 pm. The last day to submit an application for the Citizens Police Academy is August 30, 2019.

For registration and further information please contact Dina Goldstein at 305.861.4862 or via email at [dgoldstein@townofsurfsidefl.gov](mailto:dgoldstein@townofsurfsidefl.gov).

To view the original flyer for the Citizens Police Academy and to see a breakdown of classes and subjects, please refer to: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/citizens-police-academy-2019.pdf?sfvrsn=5d182594\\_2](https://townofsurfsidefl.gov/docs/default-source/default-document-library/citizens-police-academy-2019.pdf?sfvrsn=5d182594_2)

### **Town of Surfside accepting applications for Board and Committee positions**

The Town of Surfside is accepting applications to fill two vacant positions:

- Downtown Vision Advisory Committee (DVAC) - Applicant must be an owner or operator of a business within Surfside's Downtown District, per the Committee's Charter.
- Tourist Board - Applicant must work or reside in the Town of Surfside, and have experience in tourism and/or tourism related activities.



Applications are available at: <https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/committeeapplication.pdf>

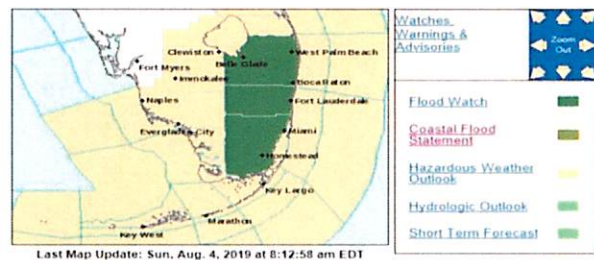
### **Beach Renourishment Project Update: Staging set to begin this week**

Surfside residents, please be aware that the construction vendor Continental Heavy Civil Corp is set to begin the staging process for the Beach Renourishment Project this week.

The Town of Surfside will continue to inform you when information is available. Residents can anticipate certain pedestrian limitations and minimal disruptions during the staging process until the actual renourishment begins. The renourishment portion of the project is imminent.

The Beach Renourishment Project will address critical beach erosion in Surfside and is a project of the U.S. Army Corps of Engineers, in coordination with Miami-Dade County, the Town of Surfside and vendor Continental Heavy Civil Corp. Further information on the project can be found on the Town website at: <https://townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florida>

### **Weather notification for Sunday, 8/4/19**



Surfside residents, please be aware of the following weather notification issued by the Office of Emergency Management (OEM) for today, Sunday, August 4, 2019:

The National Weather Service (NWS) has issued a Flood Watch for Miami-Dade County, through tonight. Periods of heavy to excessive rainfall are possible today, especially during the afternoon. Additional rain totals through tonight should average 1.5-2", with locally higher amounts of up to 5" possible. The greatest rain totals are expected for the east coast metro areas.

For forecast information specific to your area please visit: <http://www.weather.gov/mfl>.

### **Traffic Alert: Single Lane Closure in 9499 - 9559 block of Collins Avenue (8/3/19)**

The Town of Surfside wants you to be aware that the Florida Department of Transportation has authorized a single lane closure from the 9499 – 9559 block of Collins Avenue (SR A1A North) on Saturday, August 3, 2019.

The emergency work is for FPL to repair underground power lines in the easternmost lane of Collins Avenue. There should be no interruption of service during the repairs.

The lane closure is scheduled for Saturday, August 3, 2019, but could extend throughout the weekend.

Florida Highway Patrol Troopers will be on site to assist with traffic control. Please plan your commute routes accordingly and drive safely.

For more information, please call the Surfside Police Department at 305.861.4862.

To view the original flyer from the Police Department, please refer to: Surfside Traffic Alert: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert-9499---9559-block-of-collins-single-lane-closure-aug-3-2019-\(1\)add547bd11e362eeac30ff000090a7c7.pdf?sfvrsn=49362594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert-9499---9559-block-of-collins-single-lane-closure-aug-3-2019-(1)add547bd11e362eeac30ff000090a7c7.pdf?sfvrsn=49362594_4)

### **Swimming Advisory issued for Haulover Beach South**

Surfside residents, please be aware that, as of Friday, August 2, 2019, a swimming advisory has been issued for Haulover Beach South and Crandon South Beach in Key Biscayne due to high levels of the bacteria enterococci in the water. It is recommended that people avoid swimming in the water at these locations, as contact with the water can cause disease, infections and illness.

For more information on the advisory, please refer to the following news article: <https://wsvn.com/news/local/swimming-advisory-issued-for-2-south-florida-beaches/>

The Town of Surfside will provide any necessary updates. We ask residents to be safe.

For more information, please visit the "Beach Water Quality" section of the Florida Healthy Beaches Program website at: <http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126>

### **UPDATE: All Lanes on 9400 - 9500 Collins Avenue are Now Open**

The Surfside Police Department has confirmed that water line repairs have been completed and all previously affected lanes in the Town of Surfside have now reopened, and water service has been restored. The areas that were affected earlier in the day were:

- 9400 - 9500 block of Collins Avenue (SR A1A)
- 200 block of 95th Street eastbound

The Town is not expecting any further water interruptions for residents. If residents experience cloudiness in their water, let the water run for several minutes until it is clear. No boil water order has been issued and the water is safe to use.

Thank you for your patience in this matter. If you have any questions, please feel free to call the Surfside Police non-emergency line at 305.861.4862.

### **Traffic Alert: 9400 - 9500 Collins Avenue Double Lane Closure (08/2/19) \*UPDATED**

The Town of Surfside wants you to be aware of the following lane closures on Friday, August 2, 2019:

- 9400 - 9500 block of Collins Avenue (SR A1A)

- 200 block of 95th Street eastbound

The work is an emergency to repair underground water lines in the center lane of 9500 Collins Avenue. Surfside Police Officers are on site to assist with traffic control. Please plan your commute routes accordingly and drive safely.

Please be advised that there may be temporary disruption in water service. At the moment, there is no time frame on when the repairs will be completed, but additional updates will be provided as they are received.

For more information, please call the Surfside Police Department at 305.861.4862.

View the original flyer from the Police Department:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/traffic-alert--9400---9500-collins-avenue-lane-closure-aug-2019.pdf?sfvrsn=20412594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/traffic-alert--9400---9500-collins-avenue-lane-closure-aug-2019.pdf?sfvrsn=20412594_4)

\*UPDATE - Please be advised that, as the water line repair is underway, water service will be affected for the condos and hotel on the 9400 and 9500 block of Collins Avenue. There is not yet a timeframe for completion.

### August street sweeper schedule



For the month of August, street sweeping in Surfside will take place on Monday, August 5 and Monday, August 19. Please make sure to not block your curb on those days. Remind your neighbors, too!

Street sweeping helps remove debris from the gutter and roadsides that would otherwise go into storm drains, causing water pollution. It helps to keep catch basins and storm drains clean and functional. This can help in the event of a major storm, such as a hurricane. It also enhances the beautification of the Town.

For information on how to further assist with street sweeping, please refer to the Town website at: <https://www.townofsurfsidefl.gov/departments-services/public-works/how-to-help-with-street-sweeping>

### **Reminder: Submission deadline for Higher Education Scholarships is today at 5 pm**

Please be reminded that the submission deadline for the Higher Education Scholarships is today, Friday, August 2, 2019 at 5:00 pm. The Town of Surfside is promoting higher education by providing two \$1,000 scholarships to two deserving Town of Surfside graduating seniors interested in or intending to pursue post-high school course of study.



Continuation of education must be at either the college/university level or other post-secondary educational institution. The applicants will be selected by the Town of Surfside Scholarship Committee.

View the application: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-information-application-2019.pdf?sfvrsn=13c85f94\\_4](https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-information-application-2019.pdf?sfvrsn=13c85f94_4)

View the original flyer: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-flyer-2019.pdf?sfvrsn=47f65f94\\_6](https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-flyer-2019.pdf?sfvrsn=47f65f94_6)

### **Save the Dates: August 2019 in Surfside**



Summer is in full swing, and we are pleased to share a lineup of events and meetings taking place in Surfside. Click the attached flyer or visit the following link to see what is scheduled for the month of August: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/august-2019-in-surfside-events-and-meetings-\(6\).pdf?sfvrsn=9e422594\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/august-2019-in-surfside-events-and-meetings-(6).pdf?sfvrsn=9e422594_4)

The August Gazette is also available now. We encourage you to pick up a copy at Town Hall or read the digital version here: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2017/11/30/gazette>

Also, please be reminded that Channel 663, our government access channel, is a great resource to catch up on monthly news, watch live or recorded Town Commission and committee meetings, and enjoy special lifestyle segments centered on the Town. Residents can view Channel 663 via Atlantic Broadband or stream it live on the Town website at: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>

For the most up-to-date information and meeting changes, always refer back to the Town of Surfside website at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

Enjoy the new month ahead!







US Army Corps  
of Engineers  
Jacksonville District

| Weekly Project Coordination Meeting Minutes                             |   |                           |                       |  |
|---|---|---------------------------|-----------------------|--|
| Day: Wednesday's  |   |                           | Time: 10:30 AM        |  |
| Meeting #:  | 3   | Call -In#                 | (646) 749-3122        |  |
| Meeting Held:   | Wednesday, 07/31/2019   | Access Code:              | 707 733 445           |  |
| Project:  | Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL | Contract #:               | W912EP-19-C-0017      |  |
|   |   |                           |                       |  |
| TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X" |   |                           |                       |  |
| D   | A   | Name / Title              | Company/ Organization | Email Address  |
| x   |   | Ricardo Villet / COO      | CHC                   | <a href="mailto:rvillet@chccivil.com">rvillet@chccivil.com</a>                             |
| x   | x   | Paul Suellentrop / PM     | CHC                   | <a href="mailto:psuellentrop@chcgulf.com">psuellentrop@chcgulf.com</a>                     |
| x   | x   | Yunesky Hernandez / Super | CHC                   | <a href="mailto:yhernandez@chccivil.com">yhernandez@chccivil.com</a>                       |
| x   |   | Hector Sevilla / QCM      | CHC                   | <a href="mailto:hsevilla@chccivil.com">hsevilla@chccivil.com</a>                           |
| x   |   | Domenic DeAmicis / SSHO   | CHC                   | <a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>                           |
| x   | x   | Geoff Reichold            | The NDN Co.           | <a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>           |
| x   |   | Nestor Rivera / COR       | USACE                 | <a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>         |
| x   | x   | Christopher Rego / COR    | USACE                 | <a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>   |
| x   | x   | Leo Bastante / COR        | USACE                 | <a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a> |
| x   |   | Brian Choate              | USACE                 | <a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>           |
| x   |   | Michael Neves             | USACE                 | <a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>         |
| x   | x   | Erica Skolte              | USACE                 | <a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>           |
| x   |   | Timothy Humphrey          | USACE                 | <a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>   |
| x   |   | Piper Austin              | USACE                 | <a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>           |
| x   |   | Troy Mayhew               | USACE /CESAJ-EN-GG    | <a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>             |
| x   | x   | Guillermo Olmedillo       | Town of Surfside      | <a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>       |
| x   | x   | Duncan Tavares            | Town of Surfside      | <a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>           |
| x   |   | Irina Mocanu              | Town of Surfside      | <a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>             |
| x   |   | Lindsay Fast              | Town of Surfside      | <a href="mailto:lfast@townofsurfsidefl.gov">lfast@townofsurfsidefl.gov</a>                 |
| x   |   | Lt. J. Healy              | TOS Police Dept.      | <a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>               |
| x   |   | Julio Yero                | TOS Police Dept.      | <a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>                 |
| x   | x   | John Bambis               | TOS Police Dept.      | <a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>             |
| x   | x   | Julio Nores               | RER-DERM              | <a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>                   |
| x   |   | Libbie McDearmid          | Florida DEP           | <a href="mailto:Libbie.McDearmid@FloridaDEP.gov">Libbie.McDearmid@FloridaDEP.gov</a>       |



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|   |   |                          |          |  |
|---|---|--------------------------|----------|--|
| x |   | Teal Kawana              | MDPR     | <a href="mailto:teal.kawana@miamidade.gov">teal.kawana@miamidade.gov</a>                           |
| x |   | Carlos Fernandez-Quevedo | MDPR     | <a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a> |
| x |   | Paul Voight              | MDCP-RER | <a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>                           |
| x | x | Sarah Thanner            | MDCP-RER | <a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>                         |

## WEEKLY PROGRESS MEETING MINUTES

### 1.0 Review minutes from previous progress meeting:

- 1.1 No changes or corrections to previous meeting.

### 2.0 Review RMS Contractor Action Item Report:

- 2.1 Field/weekly/monthly reports required for the project will be submitted once actual physical activities starts.

### 3.0 Review Work progress since previous meeting:

- 3.1 CHC under documentation phase, has not mobilized.
- 3.2 Potentially mobilization sometime next week, moving offices and setting up staging area. *Guillermo O.-TOS* asked what is the program after moving offices to site? *Paul S.-CHC* stated that CHC will fence off the staging area in 89<sup>th</sup> and mobilize equipment. *Chris R.-USACE* mentioned that once the critical submittals are approved, mobilize staging area, set up access points, safety, etc., may take a week after that the sand starts getting deliver and placing sand.

### 4.0 Review current definable feature of work:

- 4.1 Preparatory Meeting Dates
- Mobilization - TBD
  - Vibration Monitoring - TBD
  - Clearing & Grubbing - TBD
  - Turbidity Monitoring - TBD
  - Surveying - TBD
  - Maintenance of Traffic/Traffic Control - TBD
  - Beach Fill -TBD
  - Coastal Vegetation Planting -TBD
  - Demobilization – TBD

### 5.0 Review construction project schedule:

- 5.1 No changes to project schedule.
- 5.2 See attached copy of project schedule.



## **6.0 Submittal and RFI's:**

### **6.1 Submittals Under Review**

- See attached submittals under review log, no submittals are overdue at this time.
- CHC has submitted the critical submittals such as QCP, EPP & APP. UASCE working on reviewing/retuning as soon as they can allowing formal review.

6.2 *Chris R.-USACE* All submittals under review CHC should be getting back soon, some require minor revision due to comments. Potentially schedule the coordination meeting for early next week.

### **6.3 Request for Information (RFI's –see attached log):**

- No RFI's are pending.

## **7.0 Review off-site activities**

7.1 CHC has not mobilized.

## **8.0 Review Testing**

8.1 CHC has not mobilized testing requirements under submission/review.

## **9.0 Review Site Safety:**

9.1 CHC has not mobilized, documentation under submission/review.

9.2 *Guillermo O.-TOS* asked if CHC will meet with Town of Surfside to discuss safety? *Paul S.-CHC* Stated that Duncan T.-TOS requested and agreed to meet at 1:00PM today at the office of Town of Surfside and the police department will be present as well to talk about site safety, parking issue and any other items.

## **10.0 Review / Update Joint Risk Management Register:**

10.1 Schedule for review JRMR TBD.

## **11.0 Modifications, Changes, Substitutions to the Contract:**

11.1 None.

## **12.0 Other Business:**

12.1 *Erica Skolte-USACE* asked if CHC had a rough estimate of earliest date the project will be starting so she can prepare and provide news release? *Chris R.-USACE* said that he will provide additional time frame by the end of the week. *Duncan T.-TOS* requested to be on the loop with any additional information.

Next Meeting Date: Wednesday, 08/07/19 @ 10:30 A.M.

Location: Conference call

Call In: (646) 749-3122

Access Code: 707 733 445

*End of Meeting.*





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### MEETING ADJOURNED – THANK YOU

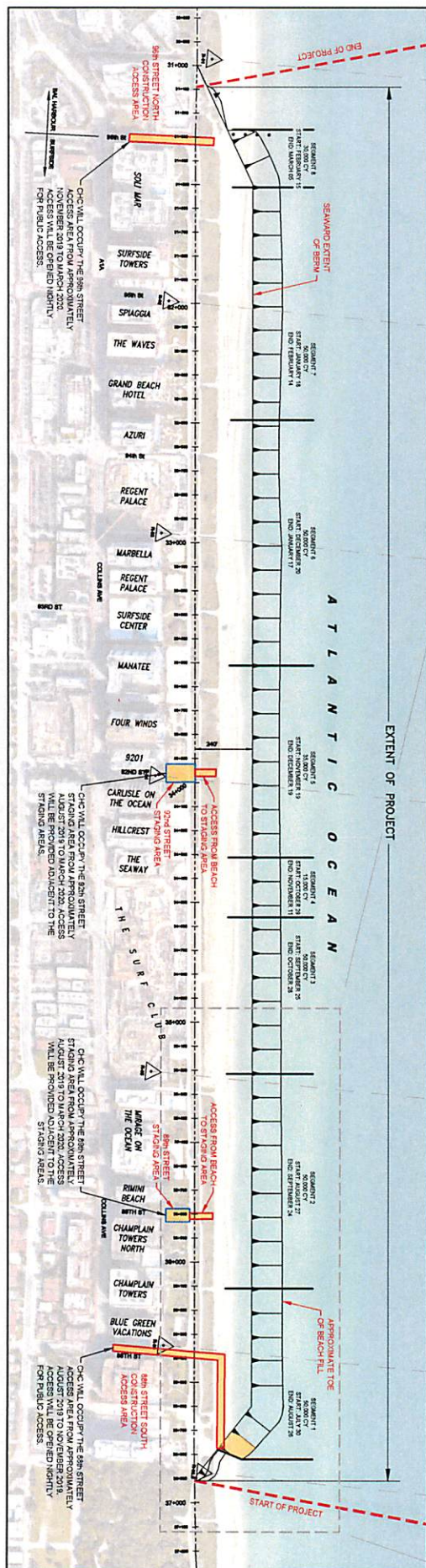
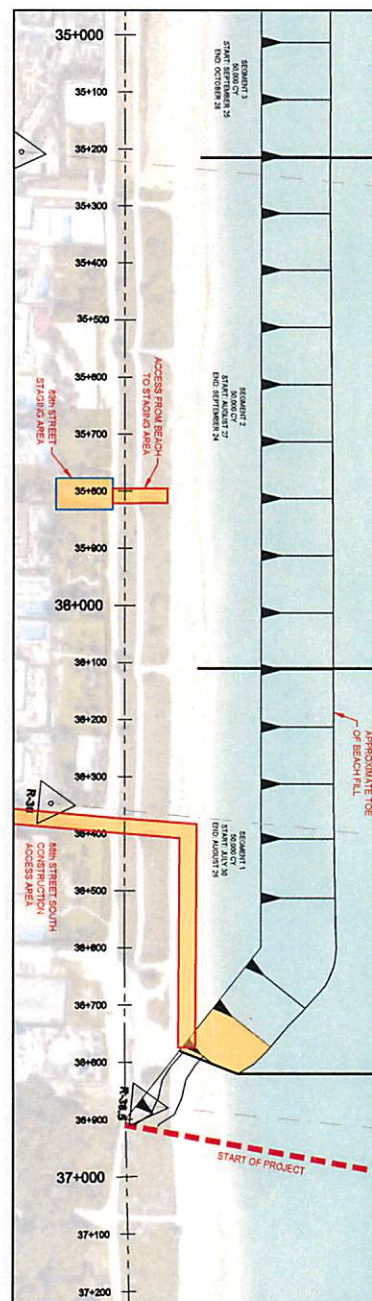
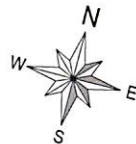
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

- Paul Suellentrop – Project Manager; Mobile: 561-472-4145  
Email: [psuellentrop@chcgulf.com](mailto:psuellentrop@chcgulf.com)
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865  
Email: [hsevilla@chcivil.com](mailto:hsevilla@chcivil.com)
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560  
Email: [yhernandez@chcivil.com](mailto:yhernandez@chcivil.com)

# **PROGRESS MAP OVERVIEW**

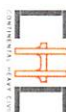
Beach Erosion Control and Hurricane Protection Project,  
Miami-Dade County, Beach Renourishment 2019,  
Surfside Beach

Last Updated: July 19, 2019



## **LEGEND**

|  |  |
|--|--|
| <span style="color: red;">---</span>   | START/END OF PROJECT   |
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>     | DESIGNATED CONSTRUCTION ACCESS                               |
| <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>  | STAGING AREA   |
| <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> | AREA ACCEPTED BY CONTRACTING OFFICE/<br>READY FOR PUBLIC USE |
| <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>     | BEACH UNDER CONSTRUCTION                                     |
| <span style="background-color: pink; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>       | AREA NOT READY FOR CONSTRUCTION                              |

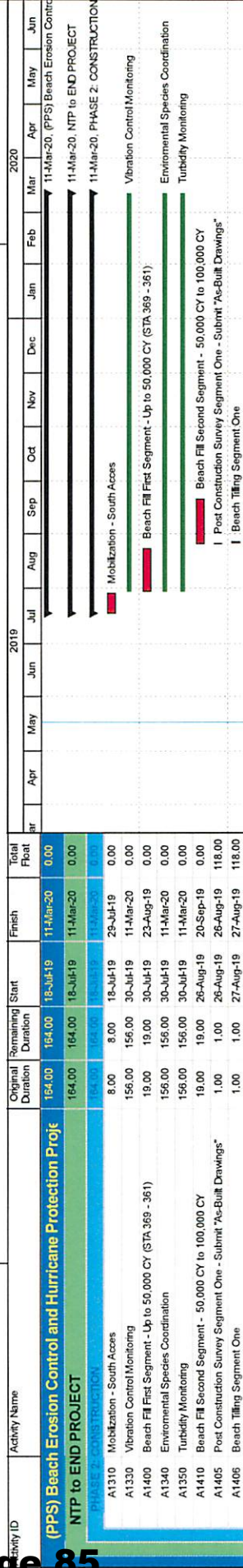




TASK filter: 3 week look ahead.

(PPS) Beach Erosion Control and Hurricane Protection Project Surfside Segment  
NETWORK DIAGRAM REPORT - SPEC 3.5.4

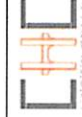
PRINTED: 05-Aug-19  
DATA DATE: 17-May-19



Remaining Level of Effort  
Actual Level of Effort  
Actual Work

Remaining Work  
Critical Remaining Work  
Milestone

Summ...







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## All Requests for Information

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

05 Aug 2019

Miami Resident Office

| RFI No.  | Date Requested<br>Date Received | Date Answered | Requester's Name<br>Answer Prepared by         | Mod Required?<br>Change No. | RFI Subject - Information Requested<br>Government Response   |
|----------|---------------------------------|---------------|--|-----------------------------|--|
| RFI-0001 | 07/01/2019<br>07/08/2019        | 07/11/2019    | Hector Sevilla<br>Christopher M. Rego,<br>P.E. | N/A<br>N/A                  | <p><b>INFORMATION REQUESTED:</b> Staging &amp; Access Areas Coordinates - Please provide coordinates for the staging and access areas. This will ensure we will not go off site or beyond work limits and detail our site plan more precisely.</p> <p><b>GOVERNMENT RESPONSE:</b> There are no set coordinates for the access and staging areas indicated in the contract drawings. The hatched areas only indicate the approximate limits as coordinated between USACE, Miami-Dade County and Town of Surfside. Per Contract Specification Section 01 50 02, Paragraph 1.5.1, the final limits of the access areas indicated in the drawings shall be field-determined by the Contracting Officer in coordination with the Local Sponsor and the Contractor. Request that the Continental Heavy Civil Corp inform the USACE Field Office at least 5 days prior mobilization so that those areas can be coordinated per the above referenced contract requirement.</p> |
| RFI-0002 | 07/16/2019<br>07/16/2019        | 07/18/2019    | Hector Sevilla                                 | N/A<br>N/A                  | <p><b>APPROVED BY:</b><br/>Christopher M. Rego, P.E., Contracting Officer's Representative</p> <p><b>INFORMATION REQUESTED:</b> XYZ files - CHC is requesting Surfside Project survey data set as an XYZ file. CHC want to run volume comparisons.</p>   |



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| Weekly Project Coordination Meeting Minutes                             |   |                           |                       |  |
|---|---|---------------------------|-----------------------|--|
| Day: Wednesday's  |   |                           | Time: 10:30 AM        |  |
| Meeting #:  | 4   | Call -In#                 | (646) 749-3122        |  |
| Meeting Held:   | Wednesday, 08/07/2019   | Access Code:              | 707 733 445           |  |
| Project:  | Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL | Contract #:               | W912EP-19-C-0017      |  |
|   |   |                           |                       |  |
| TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X" |   |                           |                       |  |
| D   | A   | Name / Title              | Company/ Organization | Email Address  |
| x   | x   | Ricardo Villet / COO      | CHC                   | <a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>                               |
| x   | x   | Paul Suellentrop / PM     | CHC                   | <a href="mailto:psuellentrop@chcgulf.com">psuellentrop@chcgulf.com</a>                     |
| x   | x   | Yunesky Hernandez / Super | CHC                   | <a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>                         |
| x   | x   | Hector Sevilla / QCM      | CHC                   | <a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>                             |
| x   | x   | Domenic DeAmicis / SSHO   | CHC                   | <a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>                           |
| x   |   | Geoff Reichold            | The NDN Co.           | <a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>           |
| x   |   | Nestor Rivera / COR       | USACE                 | <a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>         |
| x   | x   | Christopher Rego / COR    | USACE                 | <a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>   |
| x   | x   | Leo Bastante / COR        | USACE                 | <a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a> |
| x   |   | Brian Choate              | USACE                 | <a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>           |
| x   |   | Michael Neves             | USACE                 | <a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>         |
| x   | x   | Erica Skolte              | USACE                 | <a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>           |
| x   |   | Timothy Humphrey          | USACE                 | <a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>   |
| x   | x   | Piper Austin              | USACE                 | <a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>           |
| x   | x   | Troy Mayhew               | USACE /CESAJ-EN-GG    | <a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>             |
| x   | x   | Guillermo Olmedillo       | Town of Surfside      | <a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>       |
| x   | x   | Duncan Tavares            | Town of Surfside      | <a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>           |
| x   |   | Irina Mocanu              | Town of Surfside      | <a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>             |
| x   |   | Lindsay Fast              | Town of Surfside      | <a href="mailto:lfast@townofsurfsidefl.gov">lfast@townofsurfsidefl.gov</a>                 |
| x   |   | Lt. J. Healy              | TOS Police Dept.      | <a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>               |
| x   | x   | Julio Yero                | TOS Police Dept.      | <a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>                 |
| x   | x   | John Bambis               | TOS Police Dept.      | <a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>             |
| x   | x   | Julio Nores               | DERM-RER              | <a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>                   |
| x   |   | Libbie McDearmid          | Florida DEP           | <a href="mailto:Libbie.McDearmid@FloridaDEP.gov">Libbie.McDearmid@FloridaDEP.gov</a>       |





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|   |   |                          |          |  |
|---|---|--------------------------|----------|--|
| x | x | Teal Kawana              | MDPR     | <a href="mailto:teal.kawana@miamidade.gov">teal.kawana@miamidade.gov</a>                           |
| x | x | Colette Biondi           | MDPR     | <a href="mailto:Colette.Biondi@miamidade.gov">Colette.Biondi@miamidade.gov</a>                     |
| x |   | Carlos Fernandez-Quevedo | MDPR     | <a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a> |
| x | X | Paul Voight              | MDCP-RER | <a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>                           |
| x |   | Sarah Thanner            | MDCP-RER | <a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>                         |

## WEEKLY PROGRESS MEETING MINUTES

### 1.0 Review minutes from previous progress meeting:

- 1.1 No changes or corrections to previous meeting.

### 2.0 Review RMS Contractor Action Item Report:

- 2.1 Submit daily reports and certified payroll.

### 3.0 Review work progress since previous meeting:

- 3.1 CHC under documentation phase, has not mobilized.
- 3.2 CHC will have the preparatory meeting today at 12:30PM afterwards will be able to start mobilizing this week starting tomorrow, although CHC will only start mobilizing field equipment such as offices, storage facilities and equipment for construction site set up. CHC will not be bring in beach fill sand until preparatory meeting is held for the remaining definable feature of work. *Erica Skolte-USACE* asked for clarification that beach clearing & grubbing, and beach fill might actually start tomorrow? *Chris Rego-USACE* responded that, "no", only mobilization of construction trailer, fencing and equipment. *Erica Skolte-USACE* asked an estimated date for possible fill? *Chris Rego-USACE* responded Assume as we get done with the prep meeting, most likely next week. Well shot for remaining prep meeting for Friday and Monday.

### 4.0 Review current definable feature of work:

#### 4.1 Preparatory Meeting Dates

- Mobilization – 08/07/19
- Vibration Monitoring – 08/07/19

#### 4.2 Tentative Prep Meeting for the following will be held Friday Aug. 09 or Monday Aug. 12

- Clearing & Grubbing
- Turbidity Monitoring
- Surveying
- Maintenance of Traffic/Traffic Control
- Beach Fill

#### 4.3

- Coastal Vegetation Planting - TBD
- Demobilization - TBD



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## 5.0 Review construction project schedule:

- 5.1 No changes to project schedule.
- 5.2 See attached 3-week look ahead.

## 6.0 Submittal and RFI's:

### 6.1 Submittals Under Review

- See attached submittals under review log, no submittals are overdue at this time.
- The three critical submittals have been submitted, reviewed and returned approved which allows CHC to move forward.

### 6.2 Request for Information (RFI's –see attached log):

- No RFI's are pending.

## 7.0 Review off-site activities

### 7.1 CHC has not mobilized.

7.2 *Capt. Bambis-PD* Asked in regard to the moving of the office at what time will that start tomorrow. *Pau S.-CHC* we will be out here at 0700 hours; we are not sure at what time exactly we are receiving the office we are awaiting on confirmation. *Guillermo O.-TOS* requested CHC to follow up with tentative time of arrival. *Chris Rego-USACE* noted that the first activity that will happen is the seismic survey will be installing and setting up equipment prior any mobilization.

7.3 *Guillermo O.-TOS* asked if CHC will meet with Town of Surfside to discuss safety? *Paul S.-CHC* Stated that Duncan T.-TOS requested and agreed to meet at 1:00PM today at the office of Town of Surfside and the police department will be present as well to talk about site safety, parking issue and any other items. *Paul S.-CHC* noted that in order to get on the road we need escort with PD, will call the Lieutenant. *Capt. Bambis-PD* stated that there will be an officer staged at block of 88<sup>th</sup> street at 0700 hours.

7.4 *Guillermo O.-TOS* asked Paul S.-CHC if he has received any word from Haulover Park? *Paul S* responded that we have not received any phone call. *Guillermo O.-TOS* stated that so far he has spoken with the commissioner, she was going to call the park department; although he will follow up with a phone call after the meeting.

## 8.0 Review Testing

8.1 CHC has not mobilized testing requirements under submission/review.

## 9.0 Review Site Safety:

9.1 CHC has not mobilized, although will review and have a safety preparatory meeting for Mobilization & Seismic Surveying Activity Hazard Analysis.

9.2 *Chris Rego-USACE* noted to everyone that once we get going with the project everyone that wants to see the operations and or visit the site, all need to report to the contractor for an orientation for the safety procedure, which requires PPE, safety glasses, hard hat, long pants, safety toed shoes.

## 10.0 Review / Update Joint Risk Management Register:

10.1 Schedule for review JRMR TBD.



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**11.0 Modifications, Changes, Substitutions to the Contract:**

11.1 None.

**12.0 Other Business:**

- 12.1 *Paul S.-CHC* mentioned that CHC is meeting with Teal K. the following morning to meet with her team for environmental coordination; we will start Monday for turtle nesting clearance and checking every morning. *Teal K.-USACE concurred*, that will meet tomorrow and that turtle nesting has slowed down and that as of now there's nothing that it's in the way, although will check in on a daily basis. *Chris Rego-USACE* requested to keep him in the loop. *Erica S.-USACE* mentioned that she's working on the news release today and asked Teal K. to reconfirm that there's nothing on the way, does that mean that all the nest have been removed and relocated in the entire construction area or just in the area that CHC will be working on the south end? *Teal K.-USACE* stated that the entire area. *Erica S.-USACE* will report that currently the entire area is clear, although the department will be inspecting for nest and check in each morning and construction work will not commence until the area are cleared. *Duncan T-TOS* requested from Teal K. the number of how many turtle nests have been relocated, due to that they might get that question on the commission meeting next week. *Teal K.-MDPR* stated that she will provide the information.
- 12.2 *Chris R.-USACE* requested CHC to update the progress map with accurate dates so he can provide it to Erica S. so it can be posted on the website. *Erica S.-USACE* mention that she will be out of office from Aug 9-18 and will provide her colleague information to Chris R.-USACE.
- 12.3 *Julio N.-DERM RER* asked if the mobilization of the office equipment will be done by the end of this week? *Chris R.-USACE* stated that mobilization will be starting tomorrow. *Julio N. - DERM RER* asked when will the truck hauling start? *Chris R.-USACE* stated that the preparatory meeting for the truck hauling will be on Monday and most like truck hauling will stat shortly after that; will send Julio N. an invite for the preparatory meeting.
- 12.4 *David O.-CHC contracted Surveyor* asked Town of Surfside if there's an ordinance on flying drones for photography for project progress photos? *Guillermo O.-TOS* responded that there's no ordinance.

Next Meeting Date: Wednesday, 08/14/19 @ 10:30 A.M.

Location: Conference call

Call In: (646) 749-3122

Access Code: 707 733 445

*End of Meeting.*

**MEETING ADJOURNED – THANK YOU**





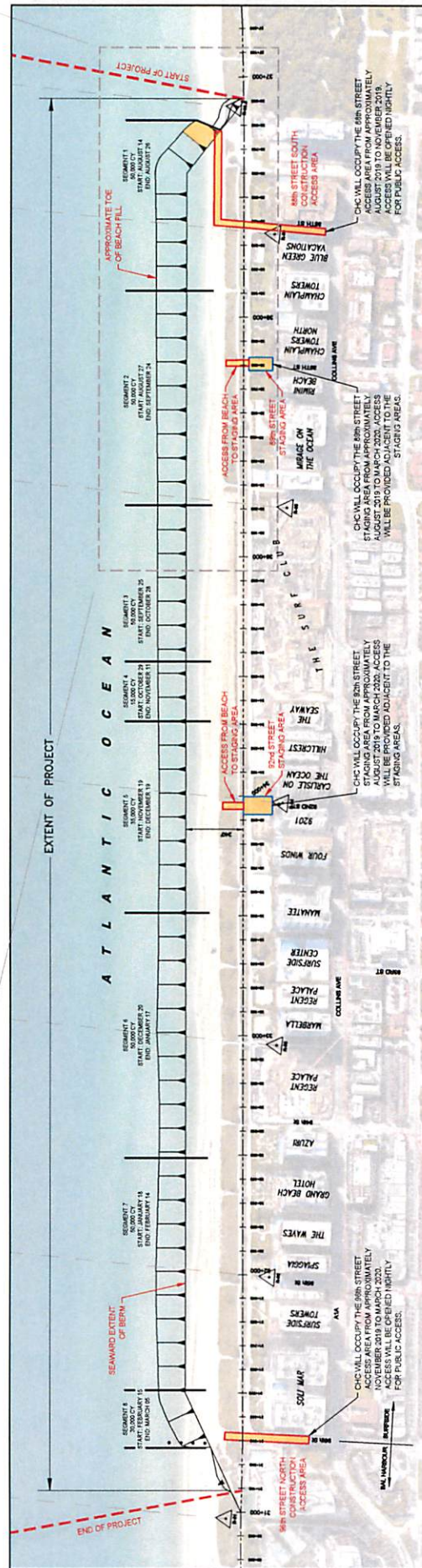
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Email: [psuellentrop@chcgulf.com](mailto:psuellentrop@chcgulf.com)
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865  
Email: [hsevilla@chcivil.com](mailto:hsevilla@chcivil.com)
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560  
Email: [yhernandez@chcivil.com](mailto:yhernandez@chcivil.com)



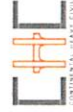
Beach Erosion Control and Hurricane Protection Project,  
Miami-Dade County, Florida, Beach Renourishment 2019  
Surfside Beach



| LEGEND |  |
|--------|--|
|        | START/END OF PROJECT   |
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|        | BEACH UNDER CONSTRUCTION                                     |
|        | AREA NOT READY FOR CONSTRUCTION                              |



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| SUBMITTAL REGISTER (ER 415-1-10)                   |                        |             |                          |  | TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL |                    |                      | DATE: 8/8/2019                    |                          |                          |                   |                           |                   |                           |
|--|------------------------|-------------|--------------------------|--|--|--------------------|----------------------|-----------------------------------|--------------------------|--------------------------|-------------------|---------------------------|-------------------|---------------------------|
|  |                        |             |                          |  | CONTRACTOR: Continental Heavy Civil Corp                               |                    |                      | CONTRACT NUMBER: W912EP19C0017 NA |                          |                          |                   |                           |                   |                           |
| Activity No.                                       | TRANS<br>MITTAL<br>No. | ITEM<br>No. | SPEC<br>PARAGRAPH<br>No. | DESCRIPTION OF SUBMITTAL                 | TYPE OF<br>SUBMITTAL   | CLASSIFI<br>CATION | REVIEWER             | CONTRACTOR SCHEDULE DATES         |                          |                          | CONTRACTOR ACTION |                           | GOVERNMENT ACTION |                           |
|  |                        |             |                          |  |  |                    |                      | SUBMIT<br>NEEDED<br>BY            | APPROVAL<br>NEEDED<br>BY | MATERIAL<br>NEEDED<br>BY | CODE              | CORPS<br>RECEIVED<br>DATE | CODE              | CORPS<br>RETURNED<br>DATE |
| Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS  |                        |             |                          |  |  |                    |                      |                                   |                          |                          |                   |                           |                   |                           |
|  | 1.2                    | 1           | 01 35 26 1.7             | Accident Prevention Plan (APP)           | PRECON SUBMITL   | GA                 |                      |                                   |                          |                          | A                 |                           | 06 Aug 19         |                           |
|  | 3.2                    | 17          | 01 35 26 1.8             | Activity Hazard Analysis (AHA) Beach Fil | CERTIFICATES   | GA                 | RO Rego. Christopher |                                   |                          |                          | A                 |                           | 05 Aug 19         |                           |
|  | 5.1                    | 19          | 01 35 26 1.8             | Activity Hazard Analysis (AHA) Surveying | CERTIFICATES   | GA                 | RO Rego. Christopher |                                   |                          |                          | A                 |                           | 05 Aug 19         |                           |
|  | 9                      | 20          | 01 35 26 1.8             | Activity Hazard Analysis (AHA) Turbidity | CERTIFICATES   | GA                 | RO Rego. Christopher |                                   |                          |                          | A                 |                           | 05 Aug 19         |                           |
|  | 8.1                    | 23          | 01 35 26 1.8             | Activity Hazard Analysis (AHA) Tilling   | CERTIFICATES   | FIO                | RO Rego. Christopher |                                   |                          |                          | A                 |                           | 05 Aug 19         |                           |
|  | 10                     | 24          | 01 35 26 1.7             | Addendum to APP - Alt SSHO               | PRECON SUBMITL   | GA                 | RO Rego. Christopher |                                   |                          |                          | A                 |                           | 06 Aug 19         |                           |
| Section 01 45 05 DREDGING/BEACH FILL PLACEMENT     |                        |             |                          |  |  |                    |                      |                                   |                          |                          |                   |                           |                   |                           |
|  | 2                      | 4           | 01 45 05                 | Addendum to QCP Alt SSHO                 | PRECON SUBMITL   | GA                 | RO Rego. Christopher |                                   |                          |                          | A                 |                           | 07 Aug 19         |                           |
| Section 01 57 20 ENVIRONMENTAL PROTECTION          |                        |             |                          |  |  |                    |                      |                                   |                          |                          |                   |                           |                   |                           |
|  | 1.2                    | 1           | 01 57 20                 | Environmental Protection Plan            | PRECON SUBMITL   | GA                 |                      |                                   |                          |                          | A                 |                           | 05 Aug 19         |                           |
| Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT |                        |             |                          |  |  |                    |                      |                                   |                          |                          |                   |                           |                   |                           |
|  | 3                      | 5           | 02 22 13                 | Pre-Construction Structural Survey       | PRECON SUBMITL   | GA                 |                      |                                   |                          |                          | A                 |                           | 05 Aug 19         |                           |
|  |                        |             |                          |  |  |                    |                      |                                   |                          |                          |                   |                           |                   |                           |
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## All Requests for Information

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

08 Aug 2019

Miami Resident Office

| RFI No.  | Date Requested<br>Date Received | Date Answered | Requester's Name<br>Answer Prepared by         | Mod Required?<br>Change No. | RFI Subject - Information Requested<br>Government Response   |
|----------|---------------------------------|---------------|--|-----------------------------|--|
| RFI-0001 | 07/01/2019<br>07/08/2019        | 07/11/2019    | Hector Sevilla<br>Christopher M. Rego,<br>P.E. | N/A<br>N/A                  | <p>INFORMATION REQUESTED: Staging &amp; Access Areas Coordinates - Please provide coordinates for the staging and access areas. This will ensure we will not go off site or beyond work limits and detail our site plan more precisely.</p> <p>GOVERNMENT RESPONSE: There are no set coordinates for the access and staging areas indicated in the contract drawings. The hatched areas only indicate the approximate limits as coordinated between USACE, Miami-Dade County and Town of Surfside. Per Contract Specification Section 01 50 02, Paragraph 1.5.1, the final limits of the access areas indicated in the drawings shall be field-determined by the Contracting Officer in coordination with the Local Sponsor and the Contractor. Request that the Continental Heavy Civil Corp inform the USACE Field Office at least 5 days prior mobilization so that those areas can be coordinated per the above referenced contract requirement.</p> <p>APPROVED BY: _____<br/>Christopher M. Rego, P.E., Contracting Officer's Representative</p> |
| RFI-0002 | 07/16/2019<br>07/16/2019        | 07/18/2019    | Hector Sevilla                                 | N/A<br>N/A                  | <p>INFORMATION REQUESTED: XYZ files - CHC is requesting Surfside Project survey data set as an XYZ file. CHC want to run volume comparisons.</p>   |









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| Weekly Project Coordination Meeting Minutes                             |   |                              |                                    |  |
|---|---|------------------------------|------------------------------------|--|
| Day: Wednesday's  |   |                              | Time: 10:30 AM                     |  |
| Meeting #:  | 5   | Call -In#                    | (646) 749-3122                     |  |
| Meeting Held:   | Wednesday, 08/14/2019   | Access Code:                 | 707 733 445                        |  |
| Project:  | Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL | Contract #:<br>FDEP Permit # | W912EP-19-C-0017<br>0233882-010-JM |  |
|   |   |                              |                                    |  |
| TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X" |   |                              |                                    |  |
| D   | A   | Name / Title                 | Company/<br>Organization           | Email Address  |
| x   |   | Ricardo Villet / COO         | CHC                                | <a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>                               |
| x   | x   | Paul Suellentrop / PM        | CHC                                | <a href="mailto:psuellentrop@chcgulf.com">psuellentrop@chcgulf.com</a>                     |
| x   | x   | Yunesky Hernandez / Super    | CHC                                | <a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>                         |
| x   | x   | Hector Sevilla / QCM         | CHC                                | <a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>                             |
| x   | x   | Domenic DeAmicis / SSHO      | CHC                                | <a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>                           |
| x   |   | Geoff Reichold               | The NDN Co.                        | <a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>           |
| x   | x   | Nestor Rivera / COR          | USACE                              | <a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>         |
| x   | x   | Christopher Rego / COR       | USACE                              | <a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>   |
| x   |   | Leo Bastante / COR           | USACE                              | <a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a> |
| x   |   | Brian Choate                 | USACE                              | <a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>           |
| x   |   | Michael Neves                | USACE                              | <a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>         |
| x   |   | Erica Skolte                 | USACE                              | <a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>           |
| x   |   | Timothy Humphrey             | USACE                              | <a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>   |
| x   |   | Piper Austin                 | USACE                              | <a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>           |
| x   | x   | Troy Mayhew                  | USACE /CESAJ-EN-GG                 | <a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>             |
| x   | x   | Guillermo Olmedillo          | Town of Surfside                   | <a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>       |
| x   | x   | Duncan Tavares               | Town of Surfside                   | <a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>           |
| x   |   | Irina Mocanu                 | Town of Surfside                   | <a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>             |
| x   |   | Lindsay Fast                 | Town of Surfside                   | <a href="mailto:lfast@townofsurfsidefl.gov">lfast@townofsurfsidefl.gov</a>                 |
| x   | x   | Lt. J. Healy                 | TOS Police Dept.                   | <a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>               |
| x   |   | Julio Yero                   | TOS Police Dept.                   | <a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>                 |
| x   | x   | John Bambis                  | TOS Police Dept.                   | <a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>             |
| x   | x   | Julio Nores                  | DERM-RER                           | <a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>                   |
| x   |   | Libbie McDearmid             | Florida DEP                        | <a href="mailto:Libbie.McDearmid@FloridaDEP.gov">Libbie.McDearmid@FloridaDEP.gov</a>       |



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|---|---|--------------------------|------------------------|--|
| x |   | Teal Kawana              | MDPR                   | <a href="mailto:teal.kawana@miamidade.gov">teal.kawana@miamidade.gov</a>                           |
| x | x | Colette Biondi           | MDPR                   | <a href="mailto:Colette.Biondi@miamidade.gov">Colette.Biondi@miamidade.gov</a>                     |
| x |   | Carlos Fernandez-Quevedo | MDPR                   | <a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a> |
| x |   | Paul Voight              | MDCP-RER               | <a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>                           |
| x | x | Sarah Thanner            | MDCP-RER               | <a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>                         |
| x | x | Kelly Stance             | Precision Measurements |  |

## WEEKLY PROGRESS MEETING MINUTES

### 1.0 Review minutes from previous progress meeting:

- 1.1 No changes or corrections to previous meeting.

### 2.0 Review RMS Contractor Action Item Report:

- 2.1 Submit daily reports and certified payroll.

### 3.0 Review work progress since previous meeting:

- 3.1 Ag 8<sup>th</sup> CHC mobilized to project site. Setting up fencing, pedestrian walkway, signs.
- 3.2 Aug 12<sup>th</sup> CHC held preparatory meeting for the following FOW:
- Clearing & Grubbing
  - Turbidity Monitoring
  - Surveying
  - Maintenance of Traffic/Traffic Control
  - Beach Fill
- 3.3 Currently CHC continues to set up temporary facilities (includes delivery of equipment, storage and miscellaneous item to complete temporary facility set up.
- 3.4 Periodic project site inspection and site walk through by USACE.
- ### 4.0 Review current definable feature of work:
- 4.1 Mobilization: Continue to receive equipment
- 4.2 Clearing & Grubbing: Clearing areas for truck access; removing monuments, ropes, post, relocated the Eruv in order to protect and main access for haul access.
- 4.3 Env./Turbidity Monitoring: Start of monitoring today, although no actual fill taking place; CHC will provide report on a daily basis.
- 4.4 MOT: Install MOT and pedestrian signs according to the approved submittals.
- 4.5 Will start to clear grub at the access haul.



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#### **5.0 Review construction project schedule:**

- 5.1 See attached 3-week look ahead.
- 5.2 CHC has rescheduled for beach fill trucking to start Monday Aug 19<sup>th</sup>. Continue to clear today and tomorrow and on Friday Aug 16<sup>th</sup> CHC will have (2) trucks in place to perform dry run simulating sand placement to make sure the MOT and safety is in full effect. *Duncan Tavares-TOS* asked if there's going to be any activities on Saturday? *Paul S.-CHC* stated that we will have very little activity on Saturday.

#### **6.0 Submittal and RFI's:**

- 6.1 Submittals Under Review
  - See attached submittals under review log, no submittals are overdue at this time.
- 6.2 Request for Information (RFI's –see attached log):
  - No RFI's are pending.

#### **7.0 Review off-site activities:**

- No offsite activities.

#### **8.0 Review Testing**

- 8.1 CHC commenced Turbidity monitoring as of today, NDN will perform dry run of collecting samples and make notes of conditions.

#### **9.0 Review Site Safety:**

- 9.1 *Domenic D-CHC SSHO*: See attached deficiency list items, contractor currently has made and/or making corrections since. Held safety meeting in the morning with the whole CHC crew went over overall safety conditions and addressed noted issues and is ongoing. *Chris R.-USACE* mentioned that MOT and all the signs, barricades, flagging personnel shall be on place following MOT and pedestrian plan.
- 9.2 *Cpt. Bambis-TOSPD* mentioned that the roadway of 88<sup>th</sup> and 96<sup>th</sup> street vehicles need to be off the roadway, there was a pick-up truck blocking both lanes and being utilized as a desk work area, which interferes with ingress and egress of the condominium, need to make sure vehicles do not station as such.

#### **10.0 Review / Update Joint Risk Management Register:**

- 10.1 Schedule for review JRMR TBD.

#### **11.0 Modifications, Changes, Substitutions to the Contract:**

- 11.1 None.





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## 12.0 Other Business:

- 12.1 Chris R.-USACE mentioned that they are receiving the progress map and Erica S. has been posting them on the social media and other outlets for public notifications to keep updates.
- 12.2 Duncan T.-TOS asked is there would be any notification if the trucks will be scheduled to arrive on Monday Aug. 19<sup>th</sup>? CHC stated that notification will be sent out by Sunday afternoon.

Next Meeting Date: Wednesday, 08/21/19 @ 10:30 A.M.

Location: Conference call

Call In: (646) 749-3122

Access Code: 707 733 445

*End of Meeting.*

**MEETING ADJOURNED – THANK YOU**

Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

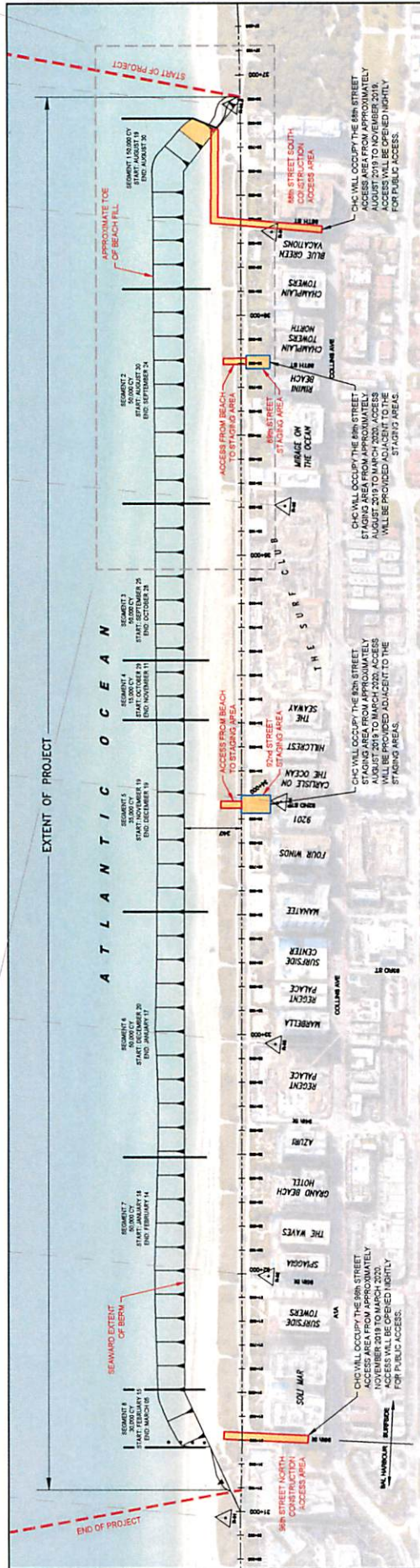
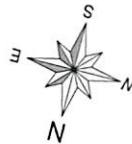
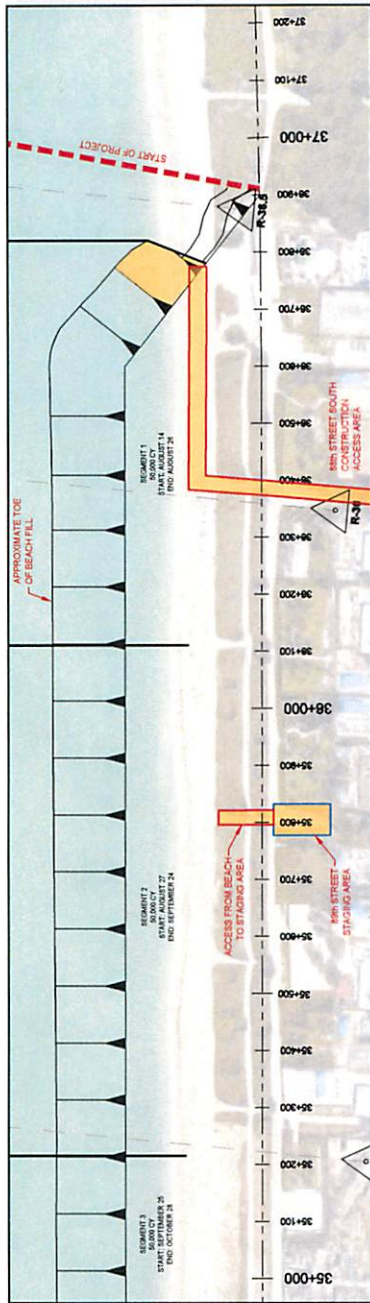
- Paul Suellentrop – Project Manager; Mobile: 561-472-4145  
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## PROGRESS MAP OVERVIEW

Beach Erosion Control and Hurricane Protection Project,  
Miami-Dade County, Florida, Beach Renourishment, 2019

Last Updated: August 14, 2019



| LEGEND       |   |
|--------------|---|
| ---          | START/END OF PROJECT                                      |
| [Red Box]    | DESIGNATED CONSTRUCTION ACCESS                            |
| [Blue Box]   | STAGING AREA  |
| [Green Box]  | AREA ACCEPTED BY CONTRACTING OFFICER/READY FOR PUBLIC USE |
| [Yellow Box] | BEACH UNDER CONSTRUCTION                                  |
| [Pink Box]   | AREA NOT READY FOR CONSTRUCTION                           |





|  |  | Project: USACE Surfside Project<br>Location: Miami-Dade County, FL |  | THREE WEEK LOOK AHEAD SCHEDULE |  |         |  |           |  |          |           |        |  |          |  |        |  | Current + 2 Weeks |  |           |  |          |  |        |  |          |  |        |  |         |  |           |  |          |  |        |  |          |  |                                    |  |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
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|  |  |  |  | START:                         |  |         |  |           |  |          | 12-Aug-19 |        |  |          |  |        |  | END:              |  |           |  |          |  |        |  |          |  |        |  |         |  |           |  |          |  |        |  |          |  |                                    |  |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
|  |  |  |  | 12-Aug                         |  | 13-Aug  |  | 14-Aug    |  | 15-Aug   |           | 16-Aug |  | 17-Aug   |  | 18-Aug |  | 19-Aug            |  | 20-Aug    |  | 21-Aug   |  | 22-Aug |  | 23-Aug   |  | 24-Aug |  | 25-Aug  |  | 26-Aug    |  | 27-Aug   |  | 28-Aug |  | 29-Aug   |  | 30-Aug                             |  | 31-Aug   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
|  |  |  |  | MONDAY                         |  | TUESDAY |  | WEDNESDAY |  | THURSDAY |           | FRIDAY |  | SATURDAY |  | MONDAY |  | TUESDAY           |  | WEDNESDAY |  | THURSDAY |  | FRIDAY |  | SATURDAY |  | MONDAY |  | TUESDAY |  | WEDNESDAY |  | THURSDAY |  | FRIDAY |  | SATURDAY |  | ITEM COMPLETED<br>- Y/N or Ongoing |  | COMMENTS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
|  |  |  |  |                                |  |         |  |           |  |          |           |        |  |          |  |        |  |                   |  |           |  |          |  |        |  |          |  |        |  |         |  |           |  |          |  |        |  |          |  |                                    |  |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
|  |  |  |  |                                |  |         |  |           |  |          |           |        |  |          |  |        |  |                   |  |           |  |          |  |        |  |          |  |        |  |         |  |           |  |          |  |        |  |          |  |                                    |  |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
|  |  |  |  |                                |  |         |  |           |  |          |           |        |  |          |  |        |  |                   |  |           |  |          |  |        |  |          |  |        |  |         |  |           |  |          |  |        |  |          |  |                                    |  |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |
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| SUBMITTAL REGISTER (ER 415-1-10)                          |                        |             |                          |                                    |                      |                             |                   |                           |                          | TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL |      | DATE: 8/14/2019           |      |                           |
|---|------------------------|-------------|--------------------------|------------------------------------|----------------------|-----------------------------|-------------------|---------------------------|--------------------------|--|------|---------------------------|------|---------------------------|
| CONTRACTOR: Continental Heavy Civil Corp                  |                        |             |                          |                                    |                      |                             |                   |                           |                          | CONTRACT NUMBER: W912EP19C0017 NA                                      |      |                           |      |                           |
| Activity No.  | TRANS<br>MITTAL<br>No. | ITEM<br>No. | SPEC<br>PARAGRAPH<br>No. | DESCRIPTION OF SUBMITTAL           | TYPE OF<br>SUBMITTAL | CLASSIFI<br>CATION          | REVIEWER          | CONTRACTOR SCHEDULE DATES |                          | CONTRACTOR ACTION  |      | GOVERNMENT ACTION         |      |                           |
|   |                        |             |                          |                                    |                      | FIO, GA,<br>DA, CR,<br>OR S | OFFICE / NAME     | SUBMIT<br>NEEDED<br>BY    | APPROVAL<br>NEEDED<br>BY | MATERIAL<br>NEEDED<br>BY   | CODE | CORPS<br>RECEIVED<br>DATE | CODE | CORPS<br>RETURNED<br>DATE |
| <b>Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS</b>  |                        |             |                          |                                    |                      |                             |                   |                           |                          |  |      |                           |      |                           |
|   | 1.2                    | 1           | 01 35 26 1.7             | Accident Prevention Plan (APP)     | PRECON SUBMITL       | GA                          |                   |                           |                          |  | A    | 06 Aug 19                 |      |                           |
|   | 10                     | 24          | 01 35 26 1.7             | Addendum to APP - All SSHO         | PRECON SUBMITL       | GA                          | Rego. Christopher |                           |                          |  | A    | 06 Aug 19                 |      |                           |
| <b>Section 01 45 05 DREDGING/BEACH FILL PLACEMENT</b>     |                        |             |                          |                                    |                      |                             |                   |                           |                          |  |      |                           |      |                           |
|   | 2                      | 4           | 01 45 05                 | Addendum to QCP All SSHO           | PRECON SUBMITL       | GA                          | Rego. Christopher |                           |                          |  | A    | 07 Aug 19                 |      |                           |
| <b>Section 01 57 20 ENVIRONMENTAL PROTECTION</b>          |                        |             |                          |                                    |                      |                             |                   |                           |                          |  |      |                           |      |                           |
|   | 1.2                    | 1           | 01 57 20                 | Environmental Protection Plan      | PRECON SUBMITL       | GA                          |                   |                           |                          |  | A    | 05 Aug 19                 |      |                           |
| <b>Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT</b> |                        |             |                          |                                    |                      |                             |                   |                           |                          |  |      |                           |      |                           |
|   | 3                      | 5           | 02 22 13                 | Pre-Construction Structural Survey | PRECON SUBMITL       | GA                          |                   |                           |                          |  | A    | 05 Aug 19                 |      |                           |





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## All Requests for Information

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

14 Aug 2019

Miami Resident Office

| RFI No.  | Date Requested<br>Date Received | Date Answered | Requester's Name<br>Answer Prepared by         | Mod Required?<br>Change No. | RFI Subject - Information Requested<br>Government Response  |
|----------|---------------------------------|---------------|--|-----------------------------|---|
| RFI-0001 | 07/01/2019<br>07/08/2019        | 07/11/2019    | Hector Sevilla<br>Christopher M. Rego,<br>P.E. | N/A<br>N/A                  | <p>INFORMATION REQUESTED: Staging &amp; Access Areas Coordinates - Please provide coordinates for the staging and access areas. This will ensure we will not go off site or beyond work limits and detail our site plan more precisely.</p> <p>GOVERNMENT RESPONSE: There are no set coordinates for the access and staging areas indicated in the contract drawings. The hatched areas only indicate the approximate limits as coordinated between USACE, Miami-Dade County and Town of Surfside. Per Contract Specification Section 01 50 02, Paragraph 1.5.1, the final limits of the access areas indicated in the drawings shall be field-determined by the Contracting Officer in coordination with the Local Sponsor and the Contractor. Request that the Continental Heavy Civil Corp inform the USACE Field Office at least 5 days prior mobilization so that those areas can be coordinated per the above referenced contract requirement.</p> <p>APPROVED BY: _____<br/>Christopher M. Rego, P.E., Contracting Officer's Representative</p> <p>INFORMATION REQUESTED: XYZ files - CHC is requesting Surfside Project survey data set as an XYZ file. CHC want to run volume comparisons.</p> |
| RFI-0002 | 07/16/2019<br>07/16/2019        | 07/18/2019    | Hector Sevilla                                 | N/A<br>N/A                  |   |





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## Deficiency Items Issued - by All

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

14 Aug 2019

Miami Resident Office

| Item Number | Description   | Location     | Status                 | Date Issued | Age (days) |
|-------------|---|--------------|------------------------|-------------|------------|
| QA-00001    | Chain link fencing at the staging areas is not grounded per Contract Specification Section 01 50 02, paragraph 3.8.3.   | Staging Area | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00002    | Project, safety sign, and bulletin board have not been set up per Contract Specification Section 01 50 02, paragraph 3.3.   | Access/Stage | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00003    | Fire extinguisher by fuel tank does not have an annual inspection per EM 385-1-1, paragraph 09.F.01.a   | 89th Staging | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00004    | Front end loader Cat 924k (460-103) had a fire extinguisher that did not have a annual inspection per EM 385-1-1, paragraph 09.F.01.a.  | 89th Staging | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00005    | Operators of loader or UTVs did not have qualifications/designation on them nor did the Contractor have a list of operators designated to operate equipment. This does not comply with EM 385-1-1, paragraph 18.A.02. | Project Site | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00006    | Toilet facilities did not have water or hand sanitizer per EM 385-1-1, paragraph 02.E.01.b.   | 89th Staging | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00007    | Contractor set up orange safety fencing on the beach at the 88th Street Access; however, did not post warning signs as required per EM 385-1-1, Paragraph 04.A.04.b.  | 88th Access  | Not Reported Corrected | 13 Aug 2019 | 1          |
| QA-00008    | Contractor is not maintaining a AHA signature log for on going DFOW, per Contract Specification Section 01 35 26, Paragraph 1.8.2.  | Project Site | Not Reported Corrected | 13 Aug 2019 | 1          |



US Army Corps  
of Engineers  
Jacksonville District

| Weekly Project Coordination Meeting Minutes                             |   |                              |                                    |  |
|---|---|------------------------------|------------------------------------|--|
| Day: Wednesday's  |   |                              | Time: 10:30 AM                     |  |
| Meeting #:  | 6   | Call -In#                    | (646) 749-3122                     |  |
| Meeting Held:   | Wednesday, 08/21/2019   | Access Code:                 | 707 733 445                        |  |
| Project:  | Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL | Contract #:<br>FDEP Permit # | W912EP-19-C-0017<br>0233882-010-JM |  |
|   |   |                              |                                    |  |
| TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X" |   |                              |                                    |  |
| D   | A   | Name / Title                 | Company/<br>Organization           | Email Address  |
| x   |   | Ricardo Villet / COO         | CHC                                | <a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>                               |
| x   |   | Paul Suellentrop / PM        | CHC                                | <a href="mailto:psuellentrop@chcgulf.com">psuellentrop@chcgulf.com</a>                     |
| x   |   | Yunesky Hernandez / Super    | CHC                                | <a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>                         |
| x   | X   | Hector Sevilla / QCM         | CHC                                | <a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>                             |
| x   | X   | Domenic DeAmicis / SSHO      | CHC                                | <a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>                           |
| x   | X   | Geoff Reichold               | The NDN Co.                        | <a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>           |
| x   |   | Nestor Rivera / COR          | USACE                              | <a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>         |
| x   | x   | Christopher Rego / COR       | USACE                              | <a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>   |
| x   | x   | Leo Bastante / COR           | USACE                              | <a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a> |
| x   |   | Brian Choate                 | USACE                              | <a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>           |
| x   |   | Michael Neves                | USACE                              | <a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>         |
| x   |   | Erica Skolte                 | USACE                              | <a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>           |
| x   |   | Timothy Humphrey             | USACE                              | <a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>   |
| x   |   | Piper Austin                 | USACE                              | <a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>           |
| x   |   | Troy Mayhew                  | USACE /CESAJ-EN-GG                 | <a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>             |
| x   | X   | Guillermo Olmedillo          | Town of Surfside                   | <a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>       |
| x   | X   | Duncan Tavares               | Town of Surfside                   | <a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>           |
| x   |   | Irina Mocanu                 | Town of Surfside                   | <a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>             |
| x   |   | Lindsay Fast                 | Town of Surfside                   | <a href="mailto:lfast@townofsurfsidefl.gov">lfast@townofsurfsidefl.gov</a>                 |
| x   | X   | Lt. J. Healy                 | TOS Police Dept.                   | <a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>               |
| x   |   | Julio Yero                   | TOS Police Dept.                   | <a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>                 |
| x   |   | John Bambis                  | TOS Police Dept.                   | <a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>             |
| x   |   | Julio Nores                  | DERM-RER                           | <a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>                   |
| x   |   | Libbie McDearmid             | Florida DEP                        | <a href="mailto:Libbie.McDearmid@FloridaDEP.gov">Libbie.McDearmid@FloridaDEP.gov</a>       |





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|   |   |                          |                        |  |
|---|---|--------------------------|------------------------|--|
| x | x | Teal Kawana              | MDPR                   | <a href="mailto:teal.kawana@miamidade.gov">teal.kawana@miamidade.gov</a>                           |
| x | x | Colette Biondi           | MDPR                   | <a href="mailto:Colette.Biondi@miamidade.gov">Colette.Biondi@miamidade.gov</a>                     |
| x |   | Carlos Fernandez-Quevedo | MDPR                   | <a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a> |
| x | x | Paul Voight              | MDCP-RER               | <a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>                           |
| x |   | Sarah Thanner            | MDCP-RER               | <a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>                         |
| X | X | Kelli Stamm              | Precision Measurements | <a href="mailto:kstamm@precisionmeasurements.com">kstamm@precisionmeasurements.com</a>             |

## WEEKLY PROGRESS MEETING MINUTES

### 1.0 Review minutes from previous progress meeting:

- 1.1 No changes or corrections to previous meeting.

### 2.0 Review RMS Contractor Action Item Report:

- 2.1 Submit daily reports and certified payroll.
- 2.2 Uploaded project schedule SDEF

### 3.0 Review work progress since previous meeting:

- 3.1 Completed setting up temporary facilities, MOT, Pedestrian.
- 3.2 Completed clearing & grubbing at 88<sup>th</sup> street for the haul road access.
- 3.3 Held a practice run on Friday Aug. 16<sup>th</sup> with empty trucks simulating and preparing for actual truck haul.
- 3.4 Start placing material on Monday Aug 19<sup>th</sup>.

### 4.0 Review current definable feature of work:

- 4.1 Mobilization: Completed.
- 4.2 Clearing & Grubbing: Clearing areas for truck access at 88<sup>th</sup> access road completed.
- 4.3 Vibration Monitoring: No issues; continuing monitoring 24/7.
- 4.4 Environmental. /Turbidity Monitoring:
  - Contractor receives daily Turtle Nesting clearance notification prior start of each workday. No delays this week.
  - Daily environmental and turbidity monitoring; CHC have not encounter with any issues. Official turbidity monitoring started this Monday, sampling results are below 29 NTU's.
  - Geoff Reichold-NDN asked for clarification; if the turtle nest that was found 20 ft south of the project area was a clear area? Colette B.-MDPR advised that the entire area was clear through out city of surfside, and the turtle nest was not in the project zone.
- 4.5 Beach Fill (Truck Haul): Started to haul in beach fill on Monday Aug 19<sup>th</sup>
  - 258 Truck Loads up to date (average goal is between 120-150)
  - 5,799.11 Tons as of 08-20-19 end of day.



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- CHC will start moving material creating the template for segment-1 at the southern end at the point of start of project.
- *Lt. J Healy-TOS PD* advised that they haven't seen any issues regarding traffic, although some trucks are turning left on 87<sup>th</sup> terrace which is not ideal. *Hector S. CHC-* will address with the dispatcher in regard to the trucks to make sure they come down 88<sup>th</sup> street and not any other street and keep staying on the center lane.

#### **5.0 Review construction project schedule:**

- 5.1 See attached 3-week look ahead.
- 5.2 Continue to haul material to segment -1 from Sta 36+800 to 36+100 expect to complete 100 ft beach berm template 36+800 to 36+600 or USACE survey and acceptance on Wednesday Aug. 28<sup>th</sup>. Chris Rego-USACE stated that upon completion of the survey and the survey comes back acceptable, a scheduled walkthrough later on the week with contractor, USACE and/or all affiliated stakeholders.
- 5.3 CHC will most likely not haul material this coming Saturday, if that changes a notification will be submitted.

#### **6.0 Submittal and RFI's:**

- 6.1 Submittals Under Review
  - See attached submittals under review log, no submittals are overdue at this time.
- 6.2 Request for Information (RFI's –see attached log):
  - No RFI's are pending.

#### **7.0 Review off-site activities:**

- Employee parking & staging site for trucking at Haulover Park; trucks arrive and are dispatch to project site.

#### **8.0 Review Environmental/Required Testing:**

- 8.1 NDN samples turbidity twice a day and make notes of conditions daily.
- 8.2 CHC visually inspect and takes samples of delivered beach fill to confirm compliance. No issues up to date. Samples are being stored on on-site storage and each sample are labeled.

#### **9.0 Review Site Safety & Deficiencies:**

- 9.1 Domenic D-CHC SSOH review weekly safety briefings and deficiencies.
- 9.2 Police Escort: No issues reported, CHC continues to use escort for scheduled equipment delivery.
- 9.3 Zero incidents since project site, spotters' direct pedestrians throughout the access route.
- 9.4 Chris Rego-USCE mentioned that there's sand on the main road exiting 88<sup>th</sup> street. CHC to stay on top of keeping the roads clean. CHC constantly use the sweeper to remove sand from the road.





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9.5 Duncan T.-TOS provided feed back that had two complains:

- 1. Resident is having issue with 87<sup>th</sup> park, which is not Town of Surfside jurisdiction and confusing with Surfside project. TOS trying to align the compliant with Miami Beach.
- 2. One resident complained about the sand being dark, TOS mentioned that they will provide information regarding the sand. *Chris R.-USACE* advised that the sand meets the state requirements for the color and quality and that the contractor makes visual inspection to make sur the sand complies. Also, to note that the sand is arriving damp (wet) so it looks darker, although when its starts drying up and placing you will see the difference. Guillermo O.-TOS mentioned that he was on site this morning and made observation and you can see the difference when it starts drying. Two residents has approached and congratulated on the project.

**10.0 Review / Update Joint Risk Management Register:**

10.1 Schedule for review JRMR TBD, contractor has draft version.

**11.0 Modifications, Changes, Substitutions to the Contract:**

11.1 None.

**12.0 Other Business:**

Next Meeting Date: Wednesday, 08/28/19 @ 10:30 A.M.

Location: Conference call

Call In: (646) 749-3122

Access Code: 707 733 445

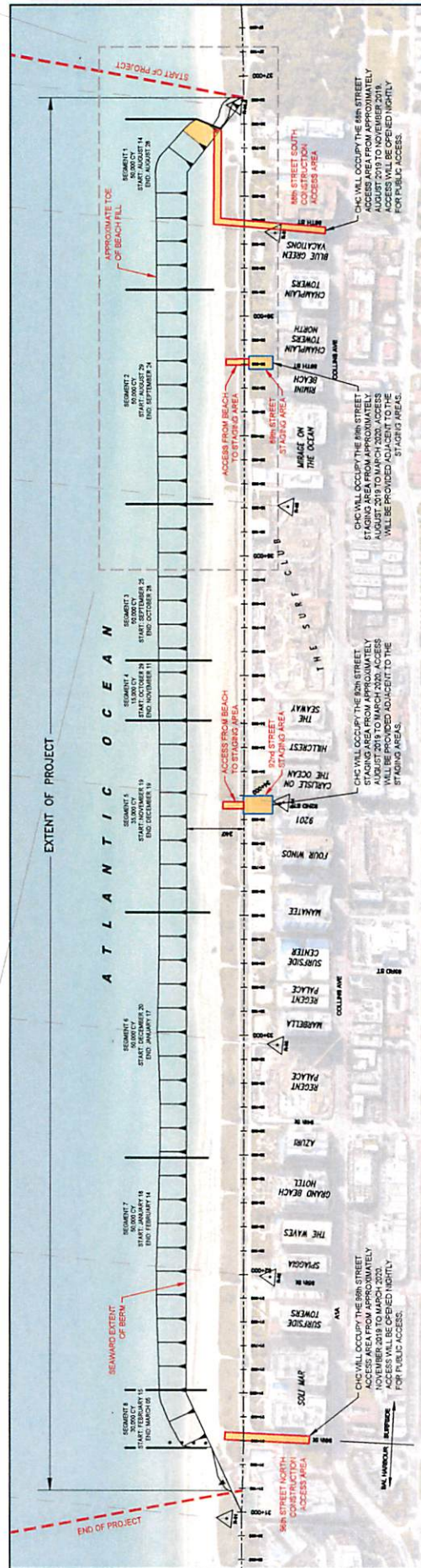
*End of Meeting.*

**MEETING ADJOURNED – THANK YOU**

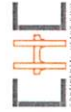
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

- Paul Suellentrop – Project Manager; Mobile: 561-472-4145  
Email: [psuellentrop@chcgulf.com](mailto:psuellentrop@chcgulf.com)
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865  
Email: [hsevilla@chcivil.com](mailto:hsevilla@chcivil.com)
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560  
Email: [yhernandez@chcivil.com](mailto:yhernandez@chcivil.com)

Beach Erosion Control and Hurricane Protection Project,  
Miami-Dade County, Florida, Beach Renourishment 2019  
Surfside Beach



| LEGEND |  |
|--------|--|
| ---    | START/END OF PROJECT   |
|        | DESIGNATED CONSTRUCTION ACCESS                               |
|        | STAGING AREA   |
|        | AREA ACCEPTED BY CONTRACTING OFFICE/<br>READY FOR PUBLIC USE |
|        | BEACH UNDER CONSTRUCTION                                     |
|        | AREA NOT READY FOR CONSTRUCTION                              |



|  |  | Project: USACE Surfside Project<br>Location: Miami-Dade County, FL |  |  |  |  |  |  |  |  |  | THREE WEEK LOOK AHEAD SCHEDULE |         |           |          |        |          |        |               |           |          |        |          |        |         | Current + 2 Weeks |          |         |          |           |         |           |          |        |          |          |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |      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|  |  |  |  |  |  |  |  |  |  |  |  | START: 19-Aug-19               |         |           |          |        |          |        | END: 7-Sep-19 |           |          |        |          |        |         |                   |          |         |          |           |         |           |          |        |          |          |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        | 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|  |  |  |  |  |  |  |  |  |  |  |  | 19-Aug                         | 20-Aug  | 21-Aug    | 22-Aug   | 23-Aug | 24-Aug   | 25-Aug | 26-Aug        | 27-Aug    | 28-Aug   | 29-Aug | 30-Aug   | 31-Aug | MONDAY  |                   |          | TUESDAY |          | WEDNESDAY |         | THURSDAY  |          | FRIDAY |          | SATURDAY |         | SUNDAY    |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          |        |         |           |          |        |          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|  |  |  |  |  |  |  |  |  |  |  |  | MONDAY                         | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY       | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY         | THURSDAY | FRIDAY  | SATURDAY | MONDAY    | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY   | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | 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| WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | MONDAY | TUESDAY | WEDNESDAY | THUR |



| SUBMITTAL REGISTER (ER 415-1-10)                          |                        |             |                          |   |                      |                    |          |                           |                        | TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL |                      | DATE: 8/21/2019           |                   |                           |
|---|------------------------|-------------|--------------------------|---|----------------------|--------------------|----------|---------------------------|------------------------|--|----------------------|---------------------------|-------------------|---------------------------|
| CONTRACTOR: Continental Heavy Civil Corp                  |                        |             |                          |   |                      |                    |          |                           |                        | CONTRACT NUMBER: W912EP19C0017 NA                                      |                      |                           |                   |                           |
| Activity No.  | TRANS<br>MITTAL<br>No. | ITEM<br>No. | SPEC<br>PARAGRAPH<br>No. | DESCRIPTION OF SUBMITTAL                    | TYPE OF<br>SUBMITTAL | CLASSIFI<br>CATION | REVIEWER | CONTRACTOR SCHEDULE DATES |                        |  | CONTRACTOR<br>ACTION |                           | GOVERNMENT ACTION |                           |
|   |                        |             |                          |   |                      |                    |          | APPROVAL<br>NEEDED<br>BY  | SUBMIT<br>NEEDED<br>BY | MATERIAL<br>NEEDED<br>BY   | CODE                 | CORPS<br>RECEIVED<br>DATE | CODE              | CORPS<br>RETURNED<br>DATE |
| <b>Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS</b>  |                        |             |                          |   |                      |                    |          |                           |                        |  |                      |                           |                   |                           |
|   | 1.2                    | 1           | 01 35 26 1.7             | Accident Prevention Plan (APP)              | PRECON SUBMITL       | GA                 |          |                           |                        |  |                      | A                         | 06 Aug 19         |                           |
|   | 10                     | 24          | 01 35 26 1.7             | Addendum to APP - All SSHO                  | PRECON SUBMITL       | GA                 | RO       | Rego, Christopher         |                        |  |                      | A                         | 06 Aug 19         |                           |
| <b>Section 01 45 05 DREDGING/BEACH FILL PLACEMENT</b>     |                        |             |                          |   |                      |                    |          |                           |                        |  |                      |                           |                   |                           |
|   | 2                      | 4           | 01 45 05                 | Addendum to QCP All SSHO                    | PRECON SUBMITL       | GA                 | RO       | Rego, Christopher         |                        |  |                      | A                         | 07 Aug 19         |                           |
| <b>Section 01 50 02 TEMPORARY CONSTRUCTION FACILITY</b>   |                        |             |                          |   |                      |                    |          |                           |                        |  |                      |                           |                   |                           |
|   | 4.3                    | 4           | 01 50 02 3.8             | Contractor's Temporary Facilities           | SHOP DRAWINGS        | GA                 |          |                           |                        |  |                      | A                         | 16 Aug 19         |                           |
| <b>Section 01 57 20 ENVIRONMENTAL PROTECTION</b>          |                        |             |                          |   |                      |                    |          |                           |                        |  |                      |                           |                   |                           |
|   | 2                      | 6           | 01 57 20                 | Addendum to EPP Env-Turbidity Monit<br>Tech | PRECON SUBMITL       | GA                 | RO       | Rego, Christopher         |                        |  |                      | A                         | 20 Aug 19         |                           |
| <b>Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT</b> |                        |             |                          |   |                      |                    |          |                           |                        |  |                      |                           |                   |                           |
|   | 3                      | 5           | 02 22 13                 | Pre-Construction Structural Survey          | PRECON SUBMITL       | GA                 |          |                           |                        |  |                      | A                         | 05 Aug 19         |                           |





US Army Corps  
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## All Requests for Information

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

21 Aug 2019

Miami Resident Office

| RFI No.  | Date Requested<br>Date Received | Date Answered | Requester's Name<br>Answer Prepared by         | Mod Required?<br>Change No. | RFI Subject - Information Requested<br>Government Response  |
|----------|---------------------------------|---------------|--|-----------------------------|---|
| RFI-0001 | 07/01/2019<br>07/08/2019        | 07/11/2019    | Hector Sevilla<br>Christopher M. Rego,<br>P.E. | N/A<br>N/A                  | <p><b>INFORMATION REQUESTED:</b> Staging &amp; Access Areas Coordinates - Please provide coordinates for the staging and access areas. This will ensure we will not go off site or beyond work limits and detail our site plan more precisely.</p> <p><b>GOVERNMENT RESPONSE:</b> There are no set coordinates for the access and staging areas indicated in the contract drawings. The hatched areas only indicate the approximate limits as coordinated between USACE, Miami-Dade County and Town of Surfside. Per Contract Specification Section 01 50 02, Paragraph 1.5.1, the final limits of the access areas indicated in the drawings shall be field-determined by the Contracting Officer in coordination with the Local Sponsor and the Contractor. Request that the Continental Heavy Civil Corp inform the USACE Field Office at least 5 days prior mobilization so that those areas can be coordinated per the above referenced contract requirement.</p> <p><b>APPROVED BY:</b> _____<br/>Christopher M. Rego, P.E., Contracting Officer's Representative</p> |
| RFI-0002 | 07/16/2019<br>07/16/2019        | 07/18/2019    | Hector Sevilla<br>Christopher M. Rego,<br>P.E. | N/A<br>N/A                  | <p><b>INFORMATION REQUESTED:</b> XYZ files - CHC is requesting Surfside Project survey data set as an XYZ file. CHC want to run volume comparisons.</p> <p><b>GOVERNMENT RESPONSE:</b> As requested, attached are the xyz files for the information indicated in the contract drawings as well as the survey report. Note that these files were used for the design of the project and are not considered the pre-construction topographic surveys as identified in Contract Specification Section 01 22 00, Paragraph 1.5.1.2.a. It is highly likely that conditions have changed since the survey was conducted in April 2018.</p> <p><b>APPROVED BY:</b> _____<br/>Christopher M. Rego, P.E., Contracting Officer's Representative</p>   |



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## All Requests for Information

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

21 Aug 2019

Miami Resident Office

| RFI No.  | Date Requested<br>Date Received | Date Answered | Requester's Name<br>Answer Prepared by         | Mod Required?<br>Change No. | RFI Subject - Information Requested<br>Government Response   |
|----------|---------------------------------|---------------|--|-----------------------------|--|
| RFI-0003 | 08/15/2019<br>08/16/2019        | 08/16/2019    | Ricardo Villet<br>Christopher M. Rego,<br>P.E. | N/A<br>N/A                  | <p><b>INFORMATION REQUESTED:</b> Stabilization Mats - Upon completion of the clearing and grubbing activities, it has become apparent that the hard pack conditions will not be sufficient to provide a stable driving base that the trucks will not get stuck. CHC would like to request a variance to the plans and specs to allow for the placement of the stabilization mats east of the ECL on a condition that will allow for the mats to remain in place overnight. CHC understand that measures must be put into place to serve as protection to the potential for nesting sea turtles. CHC proposes to establish a silt fence perimeter around the mats that will be placed east of the ECL. The silt fence will be installed nightly to a minimum depth of one foot below sand surface. A five foot gap in the silt fence will be placed at the west extent of the fence to allow for public access. A figure illustrating the proposed layout for the 88th Street Access is attached. Product specifications for the stabilization mats are also attached.</p> <p><b>GOVERNMENT RESPONSE:</b> There is no request for information in this RFI. The Contractor is requesting a variation in regards to the requirements for the Contractor's temporary facilities and an RFI is not the manner in which to do so. The Contractor needs to follow the procedures in Contract Specification Section 01 33 00, Paragraph 1.12.6, identify what the variation being requested is and why the Government should accept it. Furthermore, the mats were addressed in the Government's response to Transmittal No. 01 50 02-4.1 "Contractor's Temporary Facilities" returned on 19 July 2019 (see attached returned 4025 and comments) and in the subsequent re-submittal the Contractor's plan did not utilize mats. If the Contractor seeks a request for a variation, they will need to make sure all the items addressed in the referenced transmittal comments above area addressed.</p> <p>Lastly, for future RFI's, ensure that the information being requested is entered under the "Information Requested" section and that the recommendation is included under the "Contractor's Recommendation" section.</p> <p>APPROVED BY: _____<br/>Christopher M. Rego, P.E., Contracting Officer's Representative</p> |



US Army Corps  
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## Deficiency Items Issued - by QA

21 Aug 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

Miami Resident Office

| Item Number | Description   | Location     | Status                 | Date Issued | Age (days) |
|-------------|---|--------------|------------------------|-------------|------------|
| QA-00009    | The office trailers and storage containers have not been tied down per EM 385-1-1, Paragraph 04.A.03.   | Staging Area | Not Reported Corrected | 20 Aug 2019 | 1          |
| QA-00010    | Since the first day of fill being brought to the project site, the USACE representative has had to inform the contractor of excess soil and dust being build up on the public road beyond the hardpack on 88th street and being tracked on to travel lanes and shoulder Collins Ave heading north. This does not comply with EM 385-1-1, Paragraph 04.B.13 and 04.B.14, and Contract Specification Section 01 55 26, Paragraph 3.1.3. | 88th Access  | Not Reported Corrected | 20 Aug 2019 | 1          |



**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**

FISCAL YEAR 2018/2019

As of JULY 31, 2019

**83% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

Agenda Date: September 10, 2019

| GOVERNMENTAL FUNDS | ACTUAL | ANNUAL BUDGET | % BUDGET |
|--------------------|--------|---------------|----------|
|--------------------|--------|---------------|----------|

**GENERAL FUND - 001**

|   |                      |               |     |
|---|----------------------|---------------|-----|
| REVENUE                                   | \$ 15,307,061        | \$ 16,622,251 | 92% |
| EXPENDITURES                              | 10,223,404           | \$ 16,622,251 | 62% |
| Net Change in Fund Balance                | 5,083,657            |               |     |
| Fund Balance-September 30, 2018 (Audited) | 10,902,050           |               |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 15,985,707</u> |               |     |

A

**TOURIST RESORT FUND - 102**

|   |                     |              |      |
|---|---------------------|--------------|------|
| REVENUE                                   | \$ 3,261,208        | \$ 2,940,500 | 111% |
| EXPENDITURES                              | 2,237,759           | \$ 2,940,500 | 76%  |
| Net Change in Fund Balance                | 1,023,449           |              |      |
| Fund Balance-September 30, 2018 (Audited) | 356,313             |              |      |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 1,379,762</u> |              |      |

**POLICE FORFEITURE FUND - 105**

|   |                   |            |     |
|---|-------------------|------------|-----|
| REVENUE                                   | \$ 12,720         | \$ 113,800 | 11% |
| EXPENDITURES                              | 67,154            | \$ 113,800 | 59% |
| Net Change in Fund Balance                | \$ (54,434)       |            |     |
| Fund Balance-September 30, 2018 (Audited) | 159,527           |            |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 105,093</u> |            |     |

**TRANSPORTATION SURTAX FUND - 107**

|   |                   |            |     |
|---|-------------------|------------|-----|
| REVENUE                                   | \$ 118,267        | \$ 231,262 | 51% |
| EXPENDITURES                              | 198,503           | \$ 231,262 | 86% |
| Net Change in Fund Balance                | (80,236)          |            |     |
| Fund Balance-September 30, 2018 (Audited) | 263,292           |            |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 183,056</u> |            |     |

**BUILDING FUND - 150**

|   |                     |              |     |
|---|---------------------|--------------|-----|
| REVENUE                                   | \$ 772,117          | \$ 1,427,535 | 54% |
| EXPENDITURES                              | 1,022,839           | \$ 1,427,535 | 72% |
| Net Change in Fund Balance                | (250,722)           |              |     |
| Fund Balance-September 30, 2018 (Audited) | 2,760,673           |              |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 2,509,951</u> |              |     |

**CAPITAL PROJECTS FUND - 301**

|   |                     |              |     |
|---|---------------------|--------------|-----|
| REVENUE                                   | \$ 922,384          | \$ 1,470,000 | 63% |
| EXPENDITURES                              | 254,677             | \$ 1,470,000 | 17% |
| Net Change in Fund Balance                | 667,707             |              |     |
| Fund Balance-September 30, 2018 (Audited) | 2,158,902           |              |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 2,826,609</u> |              |     |

**NOTES:**

\* Many revenues for July 2019 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$8,902,050 is unassigned fund balance (reserves).



**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**

**FISCAL YEAR 2018/2019**

**As of JULY 31, 2019**

**83% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

Agenda Date: September 10, 2019

| GOVERNMENTAL FUNDS | ACTUAL | ANNUAL BUDGET | % BUDGET |
|--------------------|--------|---------------|----------|
|--------------------|--------|---------------|----------|

**GENERAL FUND - 001**

|   |                      |               |     |
|---|----------------------|---------------|-----|
| REVENUE                                   | \$ 15,307,061        | \$ 16,622,251 | 92% |
| EXPENDITURES                              | 10,223,404           | \$ 16,622,251 | 62% |
| Net Change in Fund Balance                | 5,083,657            |               |     |
| Fund Balance-September 30, 2018 (Audited) | 10,902,050           |               |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 15,985,707</u> |               |     |

A

**TOURIST RESORT FUND - 102**

|   |                     |              |      |
|---|---------------------|--------------|------|
| REVENUE                                   | \$ 3,261,208        | \$ 2,940,500 | 111% |
| EXPENDITURES                              | 2,237,759           | \$ 2,940,500 | 76%  |
| Net Change in Fund Balance                | 1,023,449           |              |      |
| Fund Balance-September 30, 2018 (Audited) | 356,313             |              |      |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 1,379,762</u> |              |      |

**POLICE FORFEITURE FUND - 105**

|   |                   |            |     |
|---|-------------------|------------|-----|
| REVENUE                                   | \$ 12,720         | \$ 113,800 | 11% |
| EXPENDITURES                              | 67,154            | \$ 113,800 | 59% |
| Net Change in Fund Balance                | \$ (54,434)       |            |     |
| Fund Balance-September 30, 2018 (Audited) | 159,527           |            |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 105,093</u> |            |     |

**TRANSPORTATION SURTAX FUND - 107**

|   |                   |            |     |
|---|-------------------|------------|-----|
| REVENUE                                   | \$ 118,267        | \$ 231,262 | 51% |
| EXPENDITURES                              | 198,503           | \$ 231,262 | 86% |
| Net Change in Fund Balance                | (80,236)          |            |     |
| Fund Balance-September 30, 2018 (Audited) | 263,292           |            |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 183,056</u> |            |     |

**BUILDING FUND - 150**

|   |                     |              |     |
|---|---------------------|--------------|-----|
| REVENUE                                   | \$ 772,117          | \$ 1,427,535 | 54% |
| EXPENDITURES                              | 1,022,839           | \$ 1,427,535 | 72% |
| Net Change in Fund Balance                | (250,722)           |              |     |
| Fund Balance-September 30, 2018 (Audited) | 2,760,673           |              |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 2,509,951</u> |              |     |

**CAPITAL PROJECTS FUND - 301**

|   |                     |              |     |
|---|---------------------|--------------|-----|
| REVENUE                                   | \$ 922,384          | \$ 1,470,000 | 63% |
| EXPENDITURES                              | 254,677             | \$ 1,470,000 | 17% |
| Net Change in Fund Balance                | 667,707             |              |     |
| Fund Balance-September 30, 2018 (Audited) | 2,158,902           |              |     |
| Fund Balance-July 31, 2019 (Reserves)     | <u>\$ 2,826,609</u> |              |     |

**NOTES:**

\* Many revenues for July 2019 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$8,902,050 is unassigned fund balance (reserves).

| PROPRIETARY FUNDS | ACTUAL |
|-------------------|--------|
|-------------------|--------|

| ANNUAL BUDGET | % BUDGET |
|---------------|----------|
|---------------|----------|

**WATER & SEWER FUND - 401**

|  |                         |
|--|-------------------------|
| REVENUE  | \$ 3,295,256            |
| EXPENDITURES   | 2,301,461               |
| Change in Net Position                                 | 993,795                 |
| Unrestricted Net Position-September 30, 2018 (Audited) | (2,546,398)             |
| Unrestricted Net Position-July 31, 2019 (Reserves)     | <u>\$ (1,552,603) B</u> |

|              |     |
|--------------|-----|
| \$ 3,807,941 | 87% |
| \$ 3,807,941 | 60% |

**MUNICIPAL PARKING FUND - 402**

|  |                     |
|--|---------------------|
| REVENUE  | \$ 1,204,078        |
| EXPENDITURES   | 926,818             |
| Change in Net Position                                 | 277,260             |
| Unrestricted Net Position-September 30, 2018 (Audited) | 943,315             |
| Unrestricted Net Position-July 31, 2019 (Reserves)     | <u>\$ 1,220,575</u> |

|              |     |
|--------------|-----|
| \$ 1,219,000 | 99% |
| \$ 1,219,000 | 76% |

**SOLID WASTE FUND - 403**

|  |                   |
|--|-------------------|
| REVENUE  | \$ 1,549,547      |
| EXPENDITURES   | 1,398,143         |
| Change in Net Position                                 | 151,404           |
| Unrestricted Net Position-September 30, 2018 (Audited) | 601,201           |
| Unrestricted Net Position-July 31, 2019 (Reserves)     | <u>\$ 752,605</u> |

|              |     |
|--------------|-----|
| \$ 1,910,182 | 81% |
| \$ 1,910,182 | 73% |

**STORMWATER FUND - 404**

|  |                     |
|--|---------------------|
| REVENUE  | \$ 470,087          |
| EXPENDITURES   | 356,462             |
| Change in Net Position                                 | 113,625             |
| Unrestricted Net Position-September 30, 2018 (Audited) | 3,203,878           |
| Unrestricted Net Position-July 31, 2019 (Reserves)     | <u>\$ 3,317,503</u> |

|            |     |
|------------|-----|
| \$ 753,064 | 62% |
| \$ 753,064 | 47% |

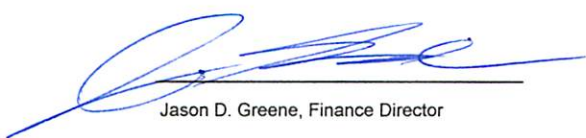
**FLEET MANAGEMENT FUND - 501**

|  |                   |
|--|-------------------|
| REVENUE  | \$ 1,009,548      |
| EXPENDITURES   | 590,415           |
| Change in Net Position                                 | 419,133           |
| Unrestricted Net Position-September 30, 2018 (Audited) | -                 |
| Unrestricted Net Position-July 31, 2019 (Reserves)     | <u>\$ 419,133</u> |

|              |     |
|--------------|-----|
| \$ 1,237,057 | 82% |
| \$ 1,237,057 | 48% |

**NOTES:(con't)**

- B. The Unrestricted Net Position of (\$1,552,603) reflects an improvement over the September 30, 2018, Unrestricted Net Position deficit of (\$2,546,398). The FY2018 net improvement to Unrestricted Net Position was \$502,181.



Jason D. Greene, Finance Director



Guillermo Olmedillo, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2015 - July 2019**

| FUND                  | 9/30/2015           | 9/30/2016            | 9/30/2017            | 9/30/2018            | 7/31/2019            | CAGR <sup>(a)</sup> |
|-----------------------|---------------------|----------------------|----------------------|----------------------|----------------------|---------------------|
| General               | \$ 5,905,726        | \$ 7,368,408         | \$ 8,460,802         | \$ 10,902,050        | \$ 15,985,707        | 22.7%               |
| Tourist Resort        | 339,396             | 363,407              | 469,880              | 356,313              | 1,379,762            | 1.6%                |
| Police Forfeiture     | 113,431             | 141,755              | 164,933              | 159,527              | 105,093              | 12.0%               |
| Transportation Surtax | 440,662             | 354,264              | 388,363              | 263,292              | 183,056              | -15.8%              |
| Building              | -                   | -                    | 1,742,910            | 2,760,673            | 2,509,951            | 25.9%               |
| Capital Projects      | 182,903             | 1,154,352            | 576,122              | 2,158,902            | 2,826,609            | 127.7%              |
| Water & Sewer         | (2,705,871)         | (2,827,890)          | (3,048,579)          | (2,546,398)          | (1,552,603)          | -2.0%               |
| Municipal Parking     | 1,089,165           | 1,111,941            | 811,013              | 943,315              | 1,220,575            | -4.7%               |
| Solid Waste           | 340,391             | 245,941              | 429,743              | 601,201              | 752,605              | 20.9%               |
| Stormwater            | 4,051,768           | 3,392,370            | 3,264,379            | 3,203,878            | 3,317,503            | -7.5%               |
| Fleet Management      | -                   | -                    | -                    | -                    | 419,133              | N/A                 |
| <b>Total</b>          | <b>\$ 9,757,571</b> | <b>\$ 11,304,548</b> | <b>\$ 13,259,566</b> | <b>\$ 18,802,753</b> | <b>\$ 27,147,391</b> | <b>29.2%</b>        |

**(a)** - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.



**TOWN OF SURFSIDE**  
**Office of the Town Attorney**  
 MUNICIPAL BUILDING  
 9293 HARDING AVENUE  
 SURFSIDE, FLORIDA 33154-3009  
 Telephone (305) 993-1065

**TO: Town Commission**

**FROM: Lillian M. Arango, Town Attorney**

**CC: Guillermo Olmedillo, Town Manager**

**DATE: August 30, 2019**

**SUBJECT: Office of the Town Attorney Report for September 10, 2019**

---

**This Office attended/prepared and/or rendered advice for the following Public Meetings and Commission meetings:**

August 13, 2019 – Regular Commission Meeting

August 13, 2019 – Special Town Commission Quasi-Judicial Meeting

August 26, 2019 – Special Town Commission Meeting

August 26, 2019 – Joint Workshop of Town Commission and Planning & Zoning Board

August 29, 2019 – Planning & Zoning Board Meeting

Members of the firm drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.



**Commission support:**

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue our second year of service and work in transitioning the office, fine-tune schedules, evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality and service.

**Staff support:**

Members of the firm have met with and provided extensive support to staff, boards and committees with application review, contract and agreement review, procurement and purchasing, Request for Proposals and Agreement for Community Center Food Concession, for various solicitations and agreements for the Tourist Bureau, IT related agreements, ADA compliance agreements, bid documents for traffic improvements, code enforcement and interpretation, attendance at Code Enforcement Hearings, beach furniture operator permits and administration, building permit and enforcement issues, subpoenas, and public records requests, research, document review, legal review of various issues, oversight and case management for litigation, monitoring of Florida legislative session and new bills, and Town Code interpretation and application.

**Key issues:**

The workload has been diverse and has included specific issue support to every department. Key issues have included:

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Amendments to the Town's Purchasing Code and Code of Silence

- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Solid Waste Service Assessment Ordinance, and accompany Preliminary and Final Rate Resolutions
- PACE District Agreements
- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment
- Recycling Agreement

- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Ordinance on Hotels in H40 District
- Ordinance Banning the Sale and Distribution of Sunscreens Containing Oxybenzone and/or Octinoxate
- Request for Proposals (RFP) for Downtown Lighting
- Florida Friendly Landscape and Fertilizer Ordinance
- State of Florida Model Flood Ordinance
- Parking Waiver Ordinance (and Extension) for Business District
- Ordinance Regulating Single-Use Plastics and Repeal of Ordinance
- Ordinance Regulating Hurricane Shutters
- Ordinance Regarding Waiver of Lobbyist Registration Fees for Town Businesses.
- Ordinance Amending Qualifying Dates for March 17, 2020 Election
- Ordinance Restricting Hotel Accessory Uses in H40 District South of 93 Street
- Resolution and Preparation of Adoption of Travel, Transportation and Meal Policy for Town Officials and Employees
- Resolutions Adopting Proposed 2019/2020 Millage Rate and Budget
- Regulation of Herbicides

**Litigation:** New or supplemental information is provided for the following case:

No report at this time.

**Special Matters:** Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to beach re-nourishment, FAA revised NextGen flights

paths, implementation of the Florida Friendly Landscape and Fertilizer Ordinance, implementation of the revised and updated flood ordinance, conceptual parking strategies, sustainability initiatives and legislation, issues pertaining to the Downtown Vision Advisory Committee, enforcement of beach furniture regulations and policies, sidewalk café permits and compliance, private alley compliance issues, stormwater utility fees' methodology and collection, ADA website compliance issues, challenge to and implementation of the single-use plastic straw regulation ordinance, budget and millage rate adoption, various procurements, and various service or provider agreements.





## Town of Surfside

### SUSTAINABILITY & RESILIENCY COMMITTEE MEETING

#### MINUTES

**April 17, 2019 – 6:30 p.m.**

Chief Terrill Williamson Police Training Room  
9293 Harding Ave, 2<sup>nd</sup> Floor, Surfside, FL 33154

#### 1. Call to Order/Roll Call

The meeting was called to order at 6:38 p.m.

The following were present:

|            |                     |
|------------|---------------------|
| Chair      | Andrea Travani      |
| Vice Chair | Clara Diaz-Leal     |
|            | Deborah Cimadevilla |
|            | Bertha Goldenberg   |

Absent:

|                   |
|-------------------|
| Nirit Tayas Zamir |
|-------------------|

Also present:

|   |
|---|
| Daniel Dietch, Mayor, Town Commission Liaison |
| Guillermo Olmedillo, Town Manager             |
| Duncan Tavares, Asst. Town Manager            |
| Lillian Arango, Town Attorney                 |
| James Hickey, Town Planner                    |
| Frantza Duval, Recording Clerk                |

#### 2. Approval of Meeting Minutes: January 16, 2019

Committee Member Goldenberg made a motion to approve the minutes. The motion received a second from Committee Member Cimadevilla and all voted in favor.

#### 3. Abbot Avenue Drainage

Town Manager Olmedillo presented the item to the members of the Committee and spoke about the different options that were presented to the Town Commission.

Assistant Manager Tavares spoke on the item and introduced Muhammed Sharifuzzaman, a member of Calvin Giordano and Associates' team, to answer any questions. Mr. Sharifuzzaman presented an in-depth presentation of all three options to the Committee.

Questions were posted by members of the committee and answered by Mr. Sharifuzzaman.

Discussion took place about the placement of pump stations on the right of ways.

After an extensive discussion, and after exploring all options, Vice Chair Diaz-Leal made a motion to-recommend option number 1 at first and to proceed with option 2 if necessary. The recommendation came with the request to seek grant funding if possible and for the Town Commission to budget accordingly starting with FY19/20. Additionally, the Committee recommend placing proposed pump station(s) in a roundabout and not the right-of-way if possible. The motion received a second from Committee Member Cimadevilla and all voted in favor.

Committee Member Cimadevilla asked if the settlement agreement with Indian Creek will apply to this project as it affects 91<sup>st</sup> Street.

**4. Dune Height Graphs – James Hickey, CGA**

Assistant Town Manager Tavares introduced the item to the members of the Committee and provided an update related to the Beach Renourishment project. There is a proposed Community meeting set for June 6 to provide everyone with an update.

Mr. Sharifuzzaman spoke about the dune height calculation that were provided in the agenda packet.

After some discussion the consensus was to wait to see Miami Beach and Hollywood Dune Management Plans before moving forward.

**5. Public Comments (3-minute time limit per speaker)**

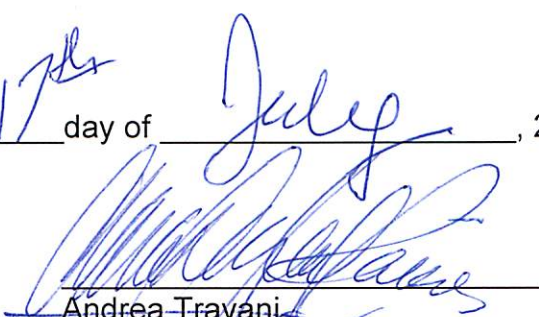
There was a person in the public but did not wish to speak.

**6. Adjournment**

Committee Member Cimadevilla moved to adjourn the meeting at 8:38 p.m. Vice Chair Diaz-Leal seconded the motion and all voted in favor.

Respectfully submitted:

Accepted this 17<sup>th</sup> day of July, 2019

  
Andrea Travani  
Committee Chair

Attest:

  
Sandra Novoa, MMC  
Town Clerk



**TOWN OF SURFSIDE  
PENSION BOARD MEETING**

**Thursday, May 16, 2019 – 2:00 p.m.**

9293 Harding Avenue - Town Hall – Commission Chambers

**MINUTES**

**Pension Board Members**

Guillermo Olmedillo  
Sgt. Julio E. Torres  
N. Abraham Issa  
Yamileth “Yami” Slate-McCloud  
Norma Parron

**Town of Surfside Consultants**

Frank Wan, Burgess Chambers & Associates  
Grant McMurray, Highland Capital Management  
Adam Levinson, Klausner & Kaufman  
Christopher Wallace, Interim Finance Director  
Mayte Gamiotea, Third Party Administrator  
Frantza Duval, Recording Clerk

**1. Call to Order and Roll Call**

The meeting was called to order by Abraham Issa at 2:06 p.m.

All of the above noted Pension Board members and Consultants were present, with the exception of Todd Wishnia who attended on behalf of Grant McMurray.

Also, in attendance was Assistant Town Manager, Duncan Tavares.

**2. Approval of Minutes**

- a. Regular Pension Board Meeting – *February 7, 2019*

**MOTION:**

The Town of Surfside Pension Board recommended approval of the February 7, 2019 regular pension board meeting minutes. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**3. Agenda Additions and Deletions**

**4. Public Participation**

- a. Retire Beneficiary Designation Change Options  
No discussion was held on this item.
- b. Plan Sustainability  
Duncan Tavares spoke on creating a budget sustainability plan for the pension plan. Adam Levinson stated that a prepaid contribution reserve, insurance

annuities, additional contributions from the Town, can be created to achieve plan sustainability. Abraham Issa inquired if the pension funds are considered a part of the Town's fund. Adam Levinson advised that the funds are exclusively for the use of the Pension.

**MOTION:**

The Town of Surfside Pension Board recommended approval of seeking necessary avenues to introduce the concept of a financial resiliency plan within the pension plan to be included in the upcoming budget process in hopes of increasing contributions beyond requirements. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously

**5. Reports and Updates**

**a. Burgess Chambers & Associates**

Frank Wan provided an overview of the quarter ending March 31, 2019. For the quarter, the Plan earned \$2 million or +9.3% (+9.2% net), ranking in the top 23<sup>rd</sup> percentile. The top three performing assets were: MLP's (+16.5%), REIT (+15.7%) and small-cap (+14.7%). For the one-year period, the Plan earned \$1.2 million or +5.6% (+5.2% net). The top three performing assets were: REIT (+19.8%), MLP's (+15.0%) and large-cap core (+9.5%). For the rolling three and five-year periods, the Plan earned +8.4% and +6.4% and ranked in the 51<sup>st</sup> and 32<sup>nd</sup> percentiles, respectively. Highland's large-cap value performance out-performed the benchmark for the three (+11.3% vs. +10.5%) and five-year periods (+9.0% vs. +7.7%) and ranked in the top 45<sup>th</sup> and 32<sup>nd</sup> percentiles, respectively. Westwood MLP's was ahead of its benchmark for the three-year period (+6.4% vs. +5.7%). American Funds EuroPacific was ahead of its benchmark for the three-year period (+9.4% vs. +7.8%) and ranked in the top 31<sup>st</sup> percentile. Bentall Kennedy earned +7.5% for the one-year period. As expected, these results were ahead of core bonds (+4.3%). Highland bond performance (annualized) achieved the benchmark for the three and five-year periods.

**b. Highland Capital**

Todd Wishnia provided an overview for the quarter ending March 31, 2019. He advised that all 11 sectors performed well with the exception of Health Care, which lagged in the market with a return of 6.6%. Technology led the quarter with a gain of 19.9%. Industrials gained just over 17% for the quarter.

**c. Klausner & Kaufman**

**a. Garrett Order**

Adam Levinson presented the Board with the Agreed Order of the Garrett case. Adam Levinson read into the record the court's decision: "The parties agree as to the provision contained in the Marital Settlement Agreement, wherein it was stated more specifically, Paragraph 12 entitled PENSION PLANS/RETIREMENT FUNDS "to equitably divide any and all pensions and/or deferred compensation. The parties further agree that pursuant to the term of the Marital Settlement Agreement entered into shall be entitled to receive one-half (1/2) of the funds due to James D. Garrett from the continuing monthly benefits of his Surfside Pension Plan. The parties further agree that upon the demise of James D. Garrett, Celia



shall be entitled to One Hundred (100%) percent of the death benefit of James D. Garrett's Surfside Pension Plan." Adam Levinson advised we should follow the order.

b. McKenna

Adam Levinson provided background of the McKenna case. He advised that Mr. McKenna requested his refund of contributions, in which he forfeited his future pensions benefits. Adam Levinson advised that inquiries from Mr. McKenna's former wife arose regarding the pension benefits. Adam Levinson advise that Mr. McKenna wasn't in pay status, so there would be nothing to collect. Adam Levinson advised that Mr. McKenna signed a release, and due to that, it would not entitle the former Mrs. McKenna to anything. Adam Levinson advised that a letter will be sent to the former Mrs. McKenna with the full explanation. Yamileth Slate-McCloud advised that the Town had no knowledge of the divorce settlement arrangements until long after Mr. McKenna's separation with the Town.

Yamileth Slate-McCloud requested that in the letter Adam Levinson drafted that he changes the word city with Town.

**6. Administrator**

a. Refund of Contributions

- Hans Smith \$7,447.95 (2/15/19)
- Jose Espinoza \$15,670.80 (2/27/19)

**MOTION:**

The Town of Surfside Pension Board recommended approval of the refund of contributions. Julio Torres moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**7. Approval of Invoices**

Abraham Issa presented the invoices as follows:

Burgess Chambers \$6,250.00  
Frantza Duval \$270.00  
Gabriel Roeder Smith \$4,770.00  
Highland Capital Management \$11,095.92  
Julio Torres \$569.00  
Klausner & Kaufman \$4,221.00  
Mayte Gamiotea \$4,275.00  
SunTrust Bank \$6,397.19  
Town of Surfside \$322.60

**MOTION:**

The Town of Surfside Pension Board recommended approval of the invoices as presented by Abraham Issa. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

In reviewing the invoices Yamileth Slate-McCloud inquired about the status of Officer McGavern's case. Adam Levinson advise that the firm is still working to have items completed for presentation at the upcoming August 2019 meeting, if all information is received in a timely manner.

## **8. New/Old Business**

### **- Performance Evaluation/Fee Structure Process Discussion**

Yamileth Slate-McCloud advised that the process for performance review that was done with Highland be the same concept for all the consultants. It was suggested that that a performance review and fee schedule be done for Marcum since they have reached the end of their contract.

Christopher Wallace advised that the Town will potentially be moving forward with an RFP for auditing services for a five-year contract. He advised that if there is a selection committee, he wouldn't oppose a Pension Board member being a part of the process.

The Board suggested having Larry Wilson present for the performance evaluation and fee schedule discussion at the special meeting prior to the August meeting. The board then recommended having Klausner & Kaufman in August for the performance evaluation and fee schedule review.

### **- DROP Plan**

Yamileth Slate-McCloud advised that as per Abraham Issa's request for alternative options for employees on the DROP plan she was able to speak to Frank Wan of Burgess Chambers who assisted with the following options:

1. Do Nothing Keep Everything as is
2. Consider a fixed interest rate with Florida Retirement System (FRS) provision
3. Self-directed DROP via ICMA or Nationwide
4. Combination of all the above

Yamileth Slate-McCloud advised that she polled a sample group of employees regarding the DROP plan and advised that the consensus was that everything should remain the same as is. Staff would not be able to manage it on their own, because they don't have a general understanding of the market/investments.

Adam Levinson advised that if any of the alternate options are chosen it would require an ordinance change. Abraham Issa suggested leaving the plan as is, but suggested having the options available to the employee should they choose, but the fixed rate option would be a good alternative. Adam Levinson advised if any changes are made then he would have to draft an ordinance.

The Board agreed to offer a one-time option to drop plan members to change their option within the five-year period.

### **MOTION:**

The Town of Surfside Pension Board recommended approval to amend the existing DROP plan to allow for a second option, which is the fixed interest rate

based on the ten year treasury, in which the option should be made at time of drop application enrollment with a one-time option to change their selection over the five year period. Julio Torres moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Adam Levinson will provide the draft ordinance at the next meeting. Yamileth Slate McCloud advised that FOP reps would need to be notified of the motion made today.

- Plan Administrator Services – *Chris Wallace*

Chris Wallace advised that he feels that the plan administrator services can be done internally within the regular accounting duties or can be outsourced. He doesn't feel that the Controller should have the same responsibilities. He advised that there are no real checks and balances. Yamileth Slate-McCloud advised that prior to Mayte taking on the functions there was an external plan administrator, which proved to be difficult to work with. Chris Wallace advised that it would be for both administrative and accounting functions. Chris's concern is the plan administrator collecting two paychecks while working as town employee and plan administrator. Norma Parron advised that she fine with the current set up.

**MOTION:**

The Town of Surfside Pension Board recommended approval to go with the option of maintaining someone within the Town to take on the plan administrator functions. Guillermo Olmedillo moved; Julio Torres seconded. The motion passed unanimously.

Chris Wallace advised that there will be a plan for implementation, but normal functions would resume until such time.

**9. Trustees' Comments/Concerns**

**10. Next Regular Scheduled Meeting Date**

**August 8, 2019**

**11. Adjournment**

There being no further business to come before the Board, the meeting unanimously adjourned at 5:12 pm with the motion made by Guillermo Olmedillo; receiving a second from Yamileth Slate-McCloud.

Accepted this 8~~th~~ day of August, 2019

U. Abraham Issa  
Member (Print)

U. Abraham Issa  
Signature

Attest:

Frantza Duval  
Frantza Duval  
Recording Clerk





**TOWN OF SURFSIDE  
SPECIAL PENSION BOARD MEETING**

**Thursday, June 27, 2019 – 10:00 a.m.**

9293 Harding Avenue - Town Hall – Commission Chambers

**MINUTES**

**Pension Board Members**

N. Abraham Issa  
Guillermo Olmedillo  
Yamileth “Yami” Slate-McCloud  
Sgt. Julio E. Torres  
Norma Parron

**Town of Surfside Consultants**

Adam Levinson, Klausner & Kaufman  
Larry Wilson, Gabriel Roeder Smith  
Christopher Wallace, Interim Finance Director  
Mayte Gamiotea, Third Party Administrator  
Frantza Duval, Recording Clerk

**1. Call to Order and Roll Call**

The meeting was called to order by Abraham Issa at 10:04 am.

All of the above noted Pension Board members and Consultants were present with the exception of Julio Torres, Christopher Wallace, and Mayte Gamiotea who were absent.

Shelly Jones of Gabriel Roeder Smith joined the meeting via telephone conference.

**2. Town Commission Budget Recommendation – *Abraham Issa***

Abraham Issa opened up the discussion regarding the feedback from Town Commission budget meeting. The plan is to see about becoming 100% funded and coming up with different avenues to achieve it. Shelly Jones advised that if there was a reduction in the assumption from 7.25% to 7% it would cause a \$3 million-dollar deficit.

The board initially suggested creating a pension reserve of \$290,000 a year, but thought it wouldn't be supported by the Town Commission.

Shelly Jones advised that if the plan is 100% funded the plans saves the Town \$163,000 a year, which is the amortization of the unfunded for 30 years. Yamileth Slate-McCloud suggested making a graphic presentation for the Town commission.

**MOTION:**

The Town of Surfside Pension Board recommended approval of keeping the rate of return at 7.25%, being a 100% funded over a 14-year period with \$250,000 annual contribution plus a request for an additional \$50,000 for reserve and present to the Town commission at the next budget meeting.

Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

It was recommended that Shelly Jones to draft PowerPoint presentation and Abraham Issa to draft a memo to be presented to the Town Commission.

**3. New/Old Business**

Yamileth Slate-McCloud advised that the current contract with FOP expires at the end of September 2019 and discussions of request from the FOP are being made. Yamileth Slate-McCloud advised that some of the requests are related to pensionable items. Yamileth Slate-McCloud to find out from FOP president to see if they are going to pay for the study to keep it confidential or would the board pay to have it open to all.

**MOTION:**

The pension board recommend approval of engaging Gabriel Roeder Smith (GRS) for a study for FOP bargaining with the payment source to be determined a later time. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Norma Parron inquired as to what the FOP are asking for in regards to the study. Adam Levinson advised that the item is public records.

Shelly Jones advised that the time to complete such request is 60 days after the engagement letter is received. Yamileth Slate-McCloud advised that it would present an issue since their contract is set to expire in September. Shelly Jones advised that she will work to have the item expedited.

**4. Trustees' Comments/Concerns**

None.

**5. Next Regular Scheduled Meeting Date**

August 8, 2019 (Thursday) 2:00pm

**6. Adjournment**

There being no further business to come before the Board, the meeting unanimously adjourned at 11:20 am with the motion made by Guillermo Olmedillo; receiving a second from Yamileth Slate-McCloud.

Accepted this 8<sup>th</sup> day of August, 2019

N. Abraham Issa  
Member (Print)

[Signature]  
Signature

Attest:

[Signature]  
Frantza Duval  
Recording Clerk



## **Town of Surfside**

### **SPECIAL PARKS & RECREATION COMMITTEE MEETING**

#### **MINUTES**

**July 8, 2019 – 7:00 p.m.**

Surfside Community Center  
9301 Collins Avenue, Surfside, FL 33154

#### **1. Call to Order/Roll Call**

The meeting was called to order by Chair Logan at 7:01 p.m.

The following were present:      Chair Retta Logan  
   Committee Member Shlomo Danzinger  
   Committee Member Louisa Agresti

Absent                                      Vice Chair Eliana Salzhauer \*Arrived at 7:07pm  
   Committee Member Zoya P. Javier

Also present:                              Tim Milian, Parks and Recreation Director  
   Frantza Duval, Recording Clerk  
   Liaison Commissioner Tina Paul  
   Lilian Arango, Town Attorney

#### **2. Agenda and Order of Business**

There were no items moved out of order at this point.

Chair Logan stated that she would like to make a motion to add an item to the agenda to allow the Town Attorney to explain to the Committee how Tourist Tax revenues can be used towards Parks and Recreation. The motion was made by Committee Member Danzinger, seconded by Committee Member Agresti and the motion carried 3-0.

#### **3. Approval of Minutes: May 20, 2019**

Committee Member Agresti made a motion to approve the minutes. The motion was seconded by Committee Member Danzinger. The motion carried 4-0.



#### **4. Summer Camp Update**

Parks and Recreation Director Milian presented the item to the members of the committee. He stated that they currently have 110 kids per day out of 120 kids registered. He stated that the Blue and Green Team are currently full and everything is running smoothly.

He also stated that there were 902 people in attendance to the 4<sup>th</sup> July event and spoke briefly about the event.

#### **5. Recap of Commission Meeting from June 11, 2019**

Parks and Recreation Director Milian presented the item to the members of the committee. He stated that the Epi Pen was discussed at the Commission meeting and it was a 2-2 vote and it remains status quo.

Vice Chair Salzhauer stated that the item will have to be brought back at a later date probably with a different commission.

Commissioner Paul stated that she will speak to the Attorney to see what the procedure is to bring it back.

Chair Logan stated that this item is now at the Commission level and that the Committee did all their due diligence to bring it forward.

Parks and Recreation Director Milian announced that the RFP item related to the 96<sup>th</sup> Street Park was approved by the Town Commission.

#### **6. Tourist Tax Revenue Usage**

*[This Item was added under item 2 and was taken right after item 2]*

Town Attorney Arango explained that Tourist Tax was enacted by legislation back in 1967. It only applies to Miami Beach, Bal Harbor and Surfside. Town Attorney Arango read a section of the legislation to the members of the Committee.

She stated that the issue in question is that if the Town can use Tourist Tax dollars to maintain or make improvements to the 96<sup>th</sup> Street Park. Town Attorney Arango stated that it is their legal opinion after reviewing the special act and Florida Attorney General Opinion that maintenance and improvement to 96<sup>th</sup> Street Park is not one of the allowable expenditures for these funds. She explained that there has to be a direct nexus to enhancing tourism and maintaining parks is not sufficient to create the nexus of enhancing tourism.

\*Vice Chair Salzhauer arrived at 7:07pm.

Conversation took place between the members of the Parks and Recreation Committee as to how can they create a second community house in 96<sup>th</sup> Street Park as it is referred to in the legislation so that they may be able to use Tourist Tax revenues for that purpose.

Town Attorney Arango stated that she will need more information as to what the committee wishes to do and how would it relate to tourism.

Commissioner Paul stated that based on the community value she believes the park meets the criteria.

Shlomo asked that assuming they meet all the criteria, what percentage of the Tourist Tax income are they looking at. The response was that currently the 66% goes to the Parks and Recreation Department and the 34% goes to the Tourist Board.

There was conversation regarding the reserves and the 34% remaining.

Committee Chair Logan requested the Town Attorney to work with the Parks and Recreation Director with whatever the committee provides as the specific criteria.

Town Attorney Arango will circulate the legislation with Tim and Commissioner Paul to distribute to the committee.

Committee Member Salzhauer made a motion to have this item added to the next Park and Recreation Committee meeting and move the August meeting from the 19<sup>th</sup> to the 26<sup>th</sup>. The motion received a second from Committee Member Agresti. The motion carried 4-0.

**7. Public Comments (3-minute time limit per speaker)**

No public comments

**8. Adjournment**

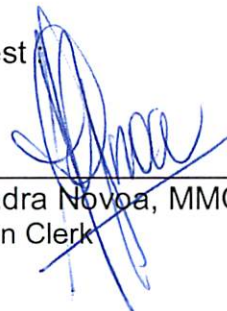
Committee Member Danzinger made a motion to adjourn the meeting at 7:55 p.m. The motion received a second from Committee Member Agresti.

Respectfully submitted:

Accepted this 22 day of August, 2019

  
Retta Logan, Chair

Attest:

  
Sandra Novoa, MMC  
Town Clerk



**TOWN OF SURFSIDE  
SPECIAL PENSION BOARD MEETING**

**Thursday, July 25, 2019 – 12:00 p.m.**

9293 Harding Avenue - Town Hall – Commission Chambers

**MINUTES**

**Pension Board Members**

N. Abraham Issa  
Guillermo Olmedillo  
Yamileth “Yami” Slate-McCloud  
Sgt. Julio E. Torres  
Norma Parron

**Town of Surfside Consultants**

Adam Levinson, Klausner & Kaufman  
Christopher Wallace, Interim Finance Director  
Mayte Gamiotea, Third Party Administrator  
Frantza Duval, Recording Clerk

**1. Call to Order and Roll Call**

The meeting was called to order by Abraham Issa at 2:06 p.m.

All of the above noted Pension Board members and Consultants were present, with the exception Julio Torres and Christopher Wallace, who were absent.

Also, in attendance is Moises Ariza of Marcum, Shelly Jones of Gabriel Roeder Smith, and Sandra Novoa, Town Clerk.

**2. Financial Statement – *Moises Ariza***

Moises Ariza presented the draft financial statement for the period ending September 30, 2018. Moises Ariza advised that there was an increase in accounts payable from \$27,646 to \$80,719 due to Gabriel Roeder Smith (GRS) experience study and actuarial impact statement. Yamileth Slate-McCloud wanted a footnote to be included that the increase in liabilities for 2018 is due to invoices from GRS for the prior fiscal year on page 8.

Abraham Issa advised that there was a big jump in administrative expenses on page 9, but Moises Ariza advised that its due to the GRS study.

The net pension liability is \$2,158, 333, Moises Ariza advised that the plan is 91.53% funded, the highest funded plan of their client accounts.

The following presents the Town’s net pension liability of the Plan sponsor for September 30, 2018, calculated using the following discount rates below:

|                       | Net Pension Liability (Asset) |              |              |
|-----------------------|-------------------------------|--------------|--------------|
|                       | 1%                            | Current      | 1%           |
|                       | Decrease                      | Discount     | Increase     |
|                       | (6.25%)                       | Rate (7.25%) | (8.25%)      |
| Net Pension Liability | \$5,857,744                   | \$2,158,333  | \$ (855,458) |

Moises Ariza advised that there were no deficiencies in contributions. He also stated that there were no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and that full cooperation from the plan in completing the audit was received.

Yamileth Slate-McCloud advised that changes made on page 5 should also be done on page 6 for consistency.

#### **MOTION:**

The Town of Surfside Pension Board recommended approval to accept the auditor's report with the changes and to authorize the chair to sign the audit representation letter.

Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Yamileth Slate-McCloud advised that Marcum contract is set to expire.

### **3. Actuarial Valuation – Shelly Jones**

Shelly Jones introduced herself to the board. She advised that Larry Wilson has retired and she will serve as a point of contact along with Jennifer Borregard.

Shelly Jones presented the October 1, 2018 Actuarial Valuation. Shelly Jones advised that the minimum payment for the Plan year ending September 30, 2020 is \$1,440, 116 (23.3%). The total cost is to be met by Member and Town contributions. They anticipate member contributions will be \$494, 245 (8.0%). The resulting minimum required Town contribution to be paid in fiscal year ending September 30, 2020 is \$945, 871 (15.3%). The Actuarial Valuation assumes Town contributions will be made on the first day of the Plan year.

Abraham Issa noticed the difference between the actual and assumed recent salary experience on page 54 and inquired if we should be changing our assumed assumptions.

Shelly Jones advised that after this year an assumption review is needed.

Shelly Jones stated that the new actuarial standard practice's may be reasonably anticipated to significantly affect the Plan's future financial condition. The new actuarial standard practices are:

1. Investment risk
2. Asset/Liability mismatch
3. Contribution risk
4. Salary and payroll risk
5. Longevity risk
6. Other demographic risks

Shelly Jones advised that the plan maturity is at 14.87%, which is high. Normal plan maturity is at 10%. The duration of the actuarial accrued liability is how long the plan will be paying benefits on average.



Shelly Jones advised that upon approval of the valuation report they will upload the data to the state and within 60 days must complete a compliance report.

Sandra Novoa inquired on what happens to benefits if the Town is underwater. Shelly Jones advised that the benefits accrued are promised benefits, so it would have to be paid out should the Town cease to exist. Adam Levinson advised that these are constitutionally protected benefits and that the Town is responsible for paying the cost of accrued benefits.

Mayte Gamiotea advised that beneficiary Sherrie Davis, established legal status and needs to be paid. Mayte Gamiotea inquired if we're going to pay her retroactively and with interest. Adam Levinson advised that he has no objections but would need to look into the matter further. Shelly Jones will look into the file and provide the retroactive amount at the next meeting.

Adam Levinson inquired about requirements for GASB 67 & 68, and Shelly advised that both GASB 67 & 68 are included in the Actuarial Valuation.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the Actuarial Valuation. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**4. Trustees' Comments/Concerns**

None.

**5. Next Regular Scheduled Meeting Date**

August 8, 2019 (Thursday) 2:00pm

**6. Adjournment**

There being no further business to come before the Board, the meeting unanimously adjourned at 1:45 pm with the motion made by Guillermo Olmedillo; receiving a second from Yamileth Slate-McCloud.

Accepted this 8th day of August, 2019

W. Abraham Issa  
Member (Print)

W. Abraham Issa  
Signature

Attest:

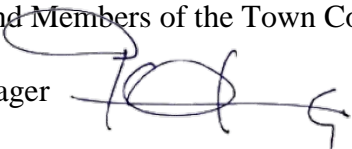
Frantza Duval  
Frantza Duval  
Recording Clerk



# MEMORANDUM

ITEM NO. 3E

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** September 10, 2019

**Subject:** Resolution authorizing a Mutual Aid Agreement between the Florida Division of Emergency Management and the Town of Surfside.

---

It is the responsibility of the Town of Surfside and the State of Florida to ensure the public safety of their citizens by providing adequate services to address any foreseeable routine or emergency situation. The Town of Surfside and the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the capability of any local government to cope with the emergency utilizing only the existing resources. Such disasters may also give rise to unusual technical needs the local government may be unable to meet with existing resources, but that other local governments may be able to offer. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding Town operations.

The Town of Surfside has mutual aid agreements with many Federal, State, and local agencies. The Mutual Aid Agreement between the Town of Surfside Police Department and the Florida Division of Emergency Management will be in effect upon execution and approval by both parties and will automatically renew every year. The Town of Surfside requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the Florida Division of Emergency Management.

Staff request a motion to approve a Resolution authorizing the Mutual Aid Agreement between the Florida Division of Emergency Management and the Town of Surfside.

Prepared by: Lt. A. Marciante

Approved by: Chief J. Yero

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING A  
STATEWIDE MUTUAL AID AGREEMENT WITH  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT;  
PROVIDING FOR AUTHORIZATION; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, Florida law also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, the Town of Surfside (“Town”) Commission wishes to authorize the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes among political subdivisions within the State; and

**WHEREAS**, the Town Commission wishes to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster by adopting the Statewide Mutual Aid Agreement (the “Agreement”) in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A.”

**Section 3.**     **Authorization.** That the Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form, content, and legal sufficiency.



**Section 4.**     **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen \_\_\_\_\_

Commissioner Michael Karukin \_\_\_\_\_

Commissioner Tina Paul \_\_\_\_\_

Vice Mayor Daniel Gielchinsky \_\_\_\_\_

Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch

Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC

Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

# STATEWIDE MUTUAL AID AGREEMENT (SMAA)

## INFORMATION SHEET

---

The Statewide Mutual Aid Agreement (SMAA) has been updated for 2018. To make sure that all of the counties are working under the most recent version of the agreement, the Florida Division of Emergency Management is requesting that all counties update their agreements to the 2018 version.

*The 2018 update includes the following provisions:*

Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of the SMAA, this needs to be specified via the Form B, and signed off by both parties prior to the assistance being rendered.

The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

### Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

**REQUIRED Documentation to Accompany the Agreement:**

A cover letter stating an address to send the copy of the agreement back for your records.

A completed copy of Form C, **PAGE 23** of the agreement. Form C should be updated annually or as elections or appointments occur.

A Certificate of Liability Insurance or Resolution of Self Insurance.

**Signed Agreements should be sent to:**

Florida Division of Emergency Management

ATTN: Alonna Vinson

Bureau of Response, Logistics Section

2555 Shumard Oak Blvd

Tallahassee, FL 32399

**FDEM Contact Information:**

Alonna Vinson

Mutual Aid Branch Director & EMAC Coordinator

Bureau of Response | Logistics Section

[Alonna.Vinson@em.myflorida.com](mailto:Alonna.Vinson@em.myflorida.com)

O: 850-815-4280

C: 850-901-8456



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS  
Governor

JARED MOSKOWITZ  
Director

### **STATEWIDE MUTUAL AID AGREEMENT**

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### **ARTICLE I.**

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:



A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### **ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;



C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

## ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

## **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates ( attached to Form B ) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any



activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

## **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

---

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Attorney



**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF FLORIDA

SCHOOL DISTRICT,

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SPECIAL DISTRICT,  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES OF

\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board



**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

Date: \_\_\_\_\_

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

#### **Authorized Representative Contact Information**

##### Primary Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 1<sup>st</sup> Alternate Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 2<sup>nd</sup> Alternate Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***

**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by  
\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEWIDE MUTUAL AID AGREEMENT**  
**Type or print all information except signatures**  
**Form B**

**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

|  |  |               |         |                  |                     |             |  |
|--|--|---------------|---------|------------------|---------------------|-------------|--|
| Date:  |  | Time:         |         | HRS              |                     | Mission No: |  |
|  |  | (local)       |         |                  |                     |             |  |
| Point of Contact:  |  | Telephone No: |         |                  | E-mail address:     |             |  |
| Requesting Party:  |  |               |         | Assisting Party: |                     |             |  |
| Incident Requiring Assistance:   |  |               |         |                  |                     |             |  |
| Type of Assistance/Resources Needed (use Part IV for additional space) |  |               |         |                  |                     |             |  |
|  |  |               |         |                  |                     |             |  |
| Date & Time Resources Needed:  |  |               |         |                  | Location (address): |             |  |
| Approximated Date/Time Resources Released:                             |  |               |         |                  |                     |             |  |
| Authorized Official's Name:  |  |               |         | Signature:       |                     |             |  |
| Title:   |  |               | Agency: |                  |                     |             |  |

**PART II****TO BE COMPLETED BY THE ASSISTING PARTY**

|  |                              |   |                     |                 |                             |
|--|------------------------------|---|---------------------|-----------------|-----------------------------|
| Contact Person:                          |                              | Telephone No:                             |                     | E-mail address: |                             |
| Type of Assistance Available:            |                              |   |                     |                 |                             |
| Date & Time Resources Available          |                              |   |                     | To:             |                             |
| Location (address):                      |                              |   |                     |                 |                             |
| Approximate Total cost for mission:      | \$                           |   |                     |                 |                             |
| Travel: \$                               | Personnel: \$                | Equipment & Materials: \$                 | Contract Rental: \$ |                 |                             |
| Logistics Required from Requesting Party | Yes <input type="checkbox"/> | (Provide information on attached Part IV) |                     |                 | No <input type="checkbox"/> |
| Authorized Official's Name:              |                              |   | Title:              |                 |                             |
| Date:                                    |                              | Signature:                                |                     |                 | Local Mission No:           |

**PART III****TO BE COMPLETED BY THE REQUESTING PARTY**

|                             |  |  |         |  |  |
|-----------------------------|--|--|---------|--|--|
| Authorized Official's Name: |  |  | Title:  |  |  |
| Signature:                  |  |  | Agency: |  |  |



**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**  
Type or print all information except signatures  
Form B (continued)

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

**FEMA's SCHEDULE OF EQUIPMENT RATES**

**DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
RECOVERY DIRECTORATE  
PUBLIC ASSISTANCE DIVISION  
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

| FEMA Code ID |                                   | Equipment Description                 |                  |            |  |      |                |
|--------------|-----------------------------------|---------------------------------------|------------------|------------|--|------|----------------|
| Cost Code    | Equipment                         | Specifications                        | Capacity or Size | HP         | Notes  | Unit | 2017 Rate      |
| 8010         | Air Compressor                    | Air Delivery                          | 41 CFM           | to 10      | Hoses included.  | hour | \$1.51         |
| 8011         | Air Compressor                    | Air Delivery                          | 103 CFM          | to 30      | Hoses included.  | hour | \$8.84         |
| 8012         | Air Compressor                    | Air Delivery                          | 130 CFM          | to 50      | Hoses included.  | hour | \$11.14        |
| 8013         | Air Compressor                    | Air Delivery                          | 175 CFM          | to 90      | Hoses included.  | hour | \$18.39        |
| 8014         | Air Compressor                    | Air Delivery                          | 400 CFM          | to 145     | Hoses included.  | hour | \$30.47        |
| 8015         | Air Compressor                    | Air Delivery                          | 575 CFM          | to 230     | Hoses included.  | hour | \$48.71        |
| 8016         | Air Compressor                    | Air Delivery                          | 1100 CFM         | to 355     | Hoses included.  | hour | \$92.88        |
| 8017         | Air Compressor                    | Air Delivery                          | 1600 CFM         | to 500     | Hoses included.  | hour | \$96.96        |
| 8040         | Ambulance                         |                                       |                  | to 150     |  | hour | \$28.00        |
| 8041         | Ambulance                         |                                       |                  | to 210     |  | hour | \$40.50        |
| 8050         | Board, Arrow                      |                                       |                  | to 8       | Trailer Mounted.   | hour | \$4.43         |
| 8051         | Board, Message                    |                                       |                  | to 5       | Trailer Mounted.   | hour | \$11.61        |
| 8060         | Auger, Portable                   | Hole Diameter                         | 16 In            | to 6       |  | hour | \$2.14         |
| 8061         | Auger, Portable                   | Hole Diameter                         | 18 In            | to 13      |  | hour | \$4.30         |
| 8062         | Auger, Tractor Mntd               | Max. Auger Diameter                   | 36 In            | to 13      | Includes digger, boom and mounting hardware.               | hour | \$3.16         |
| 8063         | Auger, Truck Mntd                 | Max. Auger Size                       | 24 In            | to 100     | mounting hardware. Add this rate to tractor rate for total | hour | \$34.28        |
| 8064         | Hydraulic Post Driver             |                                       |                  |            |  | hour | \$35.10        |
| 8065         | Auger                             | Horizontal Directional Boring Machine | 250 X 100        | 300        | DD-140B YR-2003  | hour | \$169.40       |
| 8066         | Auger                             | Horizontal Directional Boring Machine | 50 X 100         |            |  | hour | \$31.95        |
| 8067         | Auger, Directional Boring Machine | Auger, Directional Boring Machine     |                  |            |  | hour | \$36.97        |
| 8070         | Automobile                        |                                       |                  | to 130     | Transporting people.                                       | mile | <b>\$0.535</b> |
| 8071         | Automobile                        |                                       |                  | to 130     | Transporting cargo.  | hour | \$12.32        |
| 8072         | Automobile, Police                |                                       |                  | to 250     | Patrolling.  | mile | <b>\$0.535</b> |
| 8073         | Automobile, Police                |                                       |                  | to 250     | Stationary with engine running.                            | hour | \$15.69        |
| 8075         | Motorcycle, Police                |                                       |                  |            |  | mile | <b>\$0.505</b> |
| <b>8076</b>  | Automobile - Chevy Trailblazer    | 6 or 8 cl                             |                  | 285 to 300 |  | hour | \$22.00        |
| <b>8077</b>  | Automobile - Ford Expedition      | Fire Command Center                   |                  |            |  | hour | \$19.00        |
| 8080         | All Terrain Vehicle (ATV)         | Engine 110cc, 4-Wheel; 20" tyre       |                  | 6.5-7.5    |  | hour | \$8.20         |
| 8081         | All Terrain Vehicle (ATV)         | Engine 125cc, 4-Wheel; 21" tyre       |                  | 7.6-8.6    |  | hour | \$8.50         |
| 8082         | All Terrain Vehicle (ATV)         | Engine 150cc, 4-Wheel; 22" tyre       |                  | 9.0-10.0   |  | hour | \$8.51         |
| 8083         | All Terrain Vehicle (ATV)         | Engine 200cc, 4-Wheel; 24" tyre       |                  | 12-14.0    |  | hour | \$9.00         |
| 8084         | All Terrain Vehicle (ATV)         | Engine 250cc, 4-Wheel; 24" tyre       |                  | 15-17      |  | hour | \$9.40         |

|      |                                  |   |                       |         |                                     |      |            |
|------|----------------------------------|---|-----------------------|---------|-------------------------------------|------|------------|
| 8085 | All Terrain Vehicle (ATV)        | Engine 300cc, 4-Wheel; 24" tyre         |                       | 18-20   |                                     | hour | \$10.20    |
| 8086 | All Terrain Vehicle (ATV)        | Engine 400cc, 4-Wheel; 25" tyre         |                       | 26-28   |                                     | hour | \$11.64    |
| 8087 | All Terrain Vehicle (ATV)        | Engine 450cc, 4-Wheel; 25" tyre         |                       | 26-28   |                                     | hour | \$12.40    |
| 8088 | All Terrain Vehicle (ATV)        | Engine 650cc, 4-Wheel; 25" tyre         |                       | 38-40   |                                     | hour | \$13.20    |
| 8089 | All Terrain Vehicle (ATV)        | Engine 750cc, 4-Wheel; 25" tyre         |                       | 44-46   |                                     | hour | \$14.00    |
| 8110 | Barge, Deck                      | Size                                    | 50'x35'x7.25'         |         |                                     | hour | \$49.10    |
| 8111 | Barge, Deck                      | Size                                    | 50'x35'x9'            |         |                                     | hour | \$58.70    |
| 8112 | Barge, Deck                      | Size                                    | 120'x45'x10'          |         |                                     | hour | \$109.50   |
| 8113 | Barge, Deck                      | Size                                    | 160'x45'x11"          |         |                                     | hour | \$133.75   |
| 8120 | Boat, Tow                        | Size                                    | 55'x20'x5'            | to 870  | Steel.                              | hour | \$317.54   |
| 8121 | Boat, Tow                        | Size                                    | 60'x21'x5'            | to 1050 | Steel.                              | hour | \$358.65   |
| 8122 | Boat, Tow                        | Size                                    | 70'x30'x7.5'          | to 1350 | Steel.                              | hour | \$569.00   |
| 8123 | Boat, Tow                        | Size                                    | 120'x34'x8'           | to 2000 | Steel.                              | hour | \$1,094.24 |
| 8124 | Airboat                          | 815AGIS Airboat w/spray unit            | 15'x8'                | 400     |                                     | hour | \$31.00    |
| 8125 | Airboat                          | 815AGIS Airboat w/spray unit            | 15'x8'                | 425     |                                     | hour | \$31.95    |
| 8126 | Swamp Buggy                      | Conquest                                |                       | 360     |                                     | hour | \$39.25    |
| 8129 | Compactor -2-Ton Pavement Roller | 2 ton                                   |                       |         |                                     | hour | \$28.25    |
| 8130 | Boat, Row                        |   |                       |         | Heavy duty.                         | hour | \$1.44     |
| 8131 | Boat, Runabout                   | Size                                    | 13'x5'                | to 50   | Outboard.                           | hour | \$12.00    |
| 8132 | Boat, Tender                     | Size                                    | 14'x7'                | to 100  | Inboard with 360 degree drive.      | hour | \$16.50    |
| 8133 | Boat, Push                       | Size                                    | 45'x21'x6'            | to 435  | Flat hull.                          | hour | \$217.20   |
| 8134 | Boat, Push                       | Size                                    | 54'x21'x6'            | to 525  | Flat hull.                          | hour | \$267.35   |
| 8135 | Boat, Push                       | Size                                    | 58'x24'x7.5'          | to 705  | Flat hull.                          | hour | \$325.35   |
| 8136 | Boat, Push                       | Size                                    | 64'x25'x8'            | to 870  | Flat hull.                          | hour | \$358.50   |
| 8140 | Boat, Tug                        | Length                                  | 16 Ft                 | to 100  |                                     | hour | \$42.60    |
| 8141 | Boat, Tug                        | Length                                  | 18 Ft                 | to 175  |                                     | hour | \$62.55    |
| 8142 | Boat, Tug                        | Length                                  | 26 Ft                 | to 250  |                                     | hour | \$78.95    |
| 8143 | Boat, Tug                        | Length                                  | 40 Ft                 | to 380  |                                     | hour | \$196.50   |
| 8144 | Boat, Tug                        | Length                                  | 51 Ft                 | to 700  |                                     | hour | \$271.85   |
| 8147 | Boat, Inflatable Rescue Raft     | Zodiac                                  |                       |         |                                     | hour | \$1.10     |
| 8148 | Boat, Runabout                   | 1544 lbs                                | 11 passenger capacity | 190-250 |                                     | hour | \$62.55    |
| 8149 | Boat, removable engine           | 2000 Johnson Outboard Motor w 15" shaft |                       | 15      |                                     | hour | \$1.50     |
| 8150 | Broom, Pavement                  | Broom Length                            | 72 In                 | to 35   |                                     | hour | \$24.50    |
| 8151 | Broom, Pavement                  | Broom Length                            | 96 In                 | to 100  |                                     | hour | \$27.60    |
| 8153 | Broom, Pavement, Mntd            | Broom Length                            | 72 In                 | to 18   | Add Prime Mover cost for total rate | hour | \$6.20     |
| 8154 | Broom, Pavement, Pull            | Broom Length                            | 84 In                 | to 20   | Add Prime Mover cost for total rate | hour | \$20.77    |
| 8157 | Sweeper, Pavement                |   |                       | to 110  |                                     | hour | \$76.70    |
| 8158 | Sweeper, Pavement                |   |                       | to 230  |                                     | hour | \$96.80    |
| 8180 | Bus                              |   |                       | to 150  |                                     | hour | \$20.95    |
| 8181 | Bus                              |   |                       | to 210  |                                     | hour | \$25.45    |
| 8182 | Bus                              |   |                       | to 300  |                                     | hour | \$38.35    |
| 8183 | Blower                           | Gasoline powered Toro Pro Force         |                       | 27      |                                     | hour | \$15.37    |
| 8184 | Back-Pack Blower                 |   |                       | to 4.4  |                                     | hour | \$1.50     |
| 8185 | Walk-Behind Blower               |   |                       | 13      |                                     | hour | \$6.50     |
| 8187 | Chainsaw                         | 20" Bar, 3.0 cu in                      |                       |         |                                     | hour | \$1.40     |
| 8188 | Chainsaw                         | 20" Bar 5.0 cu in                       |                       |         |                                     | hour | \$2.45     |
| 8189 | Chainsaw                         | 20" Bar 6.0 cu in                       |                       |         |                                     | hour | \$2.65     |
| 8190 | Chain Saw                        | Bar Length                              | 16 In                 |         |                                     | hour | \$1.70     |
| 8191 | Chain Saw                        | Bar Length                              | 25 In                 |         |                                     | hour | \$3.45     |
| 8192 | Chain Saw, Pole                  | Bar Size                                | 18 In                 |         |                                     | hour | \$1.25     |
| 8193 | Skidder                          | model 748 E                             |                       | to 173  |                                     | hour | \$52.70    |
| 8194 | Skidder                          | model 648 G11                           |                       | to 177  |                                     | hour | \$104.30   |
| 8195 | Cutter, Brush                    | Cutter Size                             | 8 ft                  | to 150  |                                     | hour | \$115.35   |
| 8196 | Cutter, Brush                    | Cutter Size                             | 8 ft                  | to 190  |                                     | hour | \$129.35   |
| 8197 | Cutter, Brush                    | Cutter Size                             | 10 ft                 | to 245  |                                     | hour | \$136.30   |

|      |                                    |   |             |        |   |      |          |
|------|------------------------------------|---|-------------|--------|---|------|----------|
| 8198 | Bruncher Cutter                    | Cutter, Brush - 247 hp, 1997 Model 511 Feller |             | to 247 |   | hour | \$187.75 |
| 8199 | Log Trailer                        | 40 ft   |             |        |   | hour | \$9.90   |
| 8200 | Chipper, Brush                     | Chipping Capacity                             | 6 In        | to 35  | Trailer Mounted.                                      | hour | \$8.60   |
| 8201 | Chipper, Brush                     | Chipping Capacity                             | 9 In        | to 65  | Trailer Mounted.                                      | hour | \$16.86  |
| 8202 | Chipper, Brush                     | Chipping Capacity                             | 12 In       | to 100 | Trailer Mounted.                                      | hour | \$24.31  |
| 8203 | Chipper, Brush                     | Chipping Capacity                             | 15 In       | to 125 | Trailer Mounted.                                      | hour | \$35.00  |
| 8204 | Chipper, Brush                     | Chipping Capacity                             | 18 In       | to 200 | Trailer Mounted.                                      | hour | \$50.10  |
| 8208 | Loader - Tractor - Knuckleboom     | model Barko 595 ML                            |             | to 173 |   | hour | \$161.89 |
| 8209 | Loader - Wheel                     | model 210 w/ Buck Saw 50 inch Bar             |             | to 240 |   | hour | \$97.00  |
| 8210 | Clamshell & Dragline, Crawler      |   | 149,999 lbs | to 235 | Bucket not included in rate.                          | hour | \$127.40 |
| 8211 | Clamshell & Dragline, Crawler      |   | 250,000 lbs | to 520 | Bucket not included in rate.                          | hour | \$166.20 |
| 8212 | Clamshell & Dragline, Truck        |   |             | to 240 | Bucket not included in rate.                          | hour | \$145.00 |
| 8220 | Compactor                          |   |             | to 10  |   | hour | \$15.10  |
| 8221 | Compactor, towed, Vibratory Drum   |   |             | to 45  |   | hour | \$31.70  |
| 8222 | Compactor, Vibratory, Drum         |   |             | to 75  |   | hour | \$22.30  |
| 8223 | Compactor, pneumatic, wheel        |   |             | to 100 |   | hour | \$26.00  |
| 8225 | Compactor, Sanitation              |   |             | to 300 |   | hour | \$92.75  |
| 8226 | Compactor, Sanitation              |   |             | to 400 |   | hour | \$152.30 |
| 8227 | Compactor, Sanitation              |   |             | 535    |   | hour | \$249.75 |
| 8228 | Compactor, towed, Pneumatic, Wheel |   | 10000 lbs   |        | Include prime mover rate                              | hour | \$17.00  |
| 8229 | Compactor, towed, Drum Static      |   | 20000 lbs   |        | Include prime mover rate                              | hour | \$15.80  |
| 8240 | Feeder, Grizzly                    |   |             | to 35  |   | hour | \$22.20  |
| 8241 | Feeder, Grizzly                    |   |             | to 55  |   | hour | \$32.45  |
| 8242 | Feeder, Grizzly                    |   |             | to 75  |   | hour | \$64.25  |
| 8250 | Dozer, Crawler                     |   |             | to 75  |   | hour | \$51.30  |
| 8251 | Dozer, Crawler                     |   |             | to 105 |   | hour | \$38.30  |
| 8252 | Dozer, Crawler                     |   |             | to 160 |   | hour | \$93.74  |
| 8253 | Dozer, Crawler                     |   |             | to 250 |   | hour | \$149.75 |
| 8254 | Dozer, Crawler                     |   |             | to 360 |   | hour | \$201.10 |
| 8255 | Dozer, Crawler                     |   |             | to 565 |   | hour | \$311.80 |
| 8256 | Dozer, Crawler                     |   |             | to 850 |   | hour | \$294.10 |
| 8260 | Dozer, Wheel                       |   |             | to 300 |   | hour | \$61.00  |
| 8261 | Dozer, Wheel                       |   |             | to 400 |   | hour | \$94.10  |
| 8262 | Dozer, Wheel                       |   |             | to 500 |   | hour | \$178.65 |
| 8263 | Dozer, Wheel                       |   |             | to 625 |   | hour | \$239.60 |
| 8269 | Box Scraper                        | 3 hitch attach for tractor; 2007 Befco        |             |        |   | hour | \$3.50   |
| 8270 | Bucket, Clamshell                  | Capacity                                      | 1.0 CY      |        | Includes teeth. Does not include Clamshell & Dragline | hour | \$4.62   |
| 8271 | Bucket, Clamshell                  | Capacity                                      | 2.5 CY      |        | Includes teeth. Does not include Clamshell & Dragline | hour | \$8.73   |
| 8272 | Bucket, Clamshell                  | Capacity                                      | 5.0 CY      |        | Includes teeth. Does not include Clamshell & Dragline | hour | \$13.10  |
| 8273 | Bucket, Clamshell                  | Capacity                                      | 7.5 CY      |        | Includes teeth. Does not include Clamshell & Dragline | hour | \$22.40  |
| 8275 | Bucket, Dragline                   | Capacity                                      | 2.0 CY      |        | Does not include Clamshell & Dragline                 | hour | \$3.96   |
| 8276 | Bucket, Dragline                   | Capacity                                      | 5.0 CY      |        | Does not include Clamshell & Dragline                 | hour | \$9.90   |
| 8277 | Bucket, Dragline                   | Capacity                                      | 10 CY       |        | Does not include Clamshell & Dragline                 | hour | \$14.10  |
| 8278 | Bucket, Dragline                   | Capacity                                      | 14 CY       |        | Does not include Clamshell & Dragline                 | hour | \$18.65  |
| 8280 | Excavator, Hydraulic               | Bucket Capacity                               | 0.5 CY      | to 45  | Crawler, Truck & Wheel. Includes bucket.              | hour | \$18.00  |
| 8281 | Excavator, Hydraulic               | Bucket Capacity                               | 1.0 CY      | to 90  | Crawler, Truck & Wheel. Includes bucket.              | hour | \$34.20  |
| 8282 | Excavator, Hydraulic               | Bucket Capacity                               | 1.5 CY      | to 160 | Crawler, Truck & Wheel. Includes bucket.              | hour | \$52.70  |
| 8283 | Excavator, Hydraulic               | Bucket Capacity                               | 2.5 CY      | to 265 | Crawler, Truck & Wheel. Includes bucket.              | hour | \$153.00 |

|      |                            |                               |                    |         |   |      |          |
|------|----------------------------|-------------------------------|--------------------|---------|---|------|----------|
| 8284 | Excavator, Hydraulic       | Bucket Capacity               | 4.5 CY             | to 420  | Crawler, Truck & Wheel.<br>Includes bucket. | hour | \$264.50 |
| 8285 | Excavator, Hydraulic       | Bucket Capacity               | 7.5 CY             | to 650  | Crawler, Truck & Wheel.<br>Includes bucket. | hour | \$223.70 |
| 8286 | Excavator, Hydraulic       | Bucket Capacity               | 12 CY              | to 1000 | Crawler, Truck & Wheel.<br>Includes bucket. | hour | \$455.00 |
| 8287 | Excavator                  | 2007 model Gradall XL3100 III |                    | 184     |   | hour | \$105.46 |
| 8288 | Excavator                  | 2003 model Gradall XL4100 III |                    | 238     |   | hour | \$113.20 |
| 8289 | Excavator                  | 2006 model Gradall XL5100     |                    | 230     |   | hour | \$88.80  |
| 8290 | Trowel, Concrete           | Diameter                      | 48 In              | to 12   |   | hour | \$4.80   |
| 8300 | Fork Lift                  | Capacity                      | 6000 Lbs           | to 60   |   | hour | \$13.00  |
| 8301 | Fork Lift                  | Capacity                      | 12000 Lbs          | to 90   |   | hour | \$18.50  |
| 8302 | Fork Lift                  | Capacity                      | 18000 Lbs          | to 140  |   | hour | \$24.00  |
| 8303 | Fork Lift                  | Capacity                      | 50000 Lbs          | to 215  |   | hour | \$51.40  |
| 8306 | Fork Lift Material handler | Diesel, CAT TH360B            | 6600-11500 gvw lbs | 99.9    |   | hour | \$27.90  |
| 8307 | Fork Lift Material handler | Diesel, CAT TH460B            |                    | 99.9    |   | hour | \$30.15  |
| 8308 | Fork Lift Material handler | Diesel, CAT TH560B            |                    | 99.9    |   | hour | \$35.80  |
| 8309 | Fork Lift Accessory        | 2003 ACS Paddle Fork          |                    |         |   | hour | \$3.46   |
| 8310 | Generator                  | Prime Output                  | 5.5 KW             | to 10   |   | hour | \$3.35   |
| 8311 | Generator                  | Prime Output                  | 16 KW              | to 25   |   | hour | \$7.45   |
| 8312 | Generator                  | Prime Output                  | 43 KW              | to 65   |   | hour | \$15.00  |
| 8313 | Generator                  | Prime Output                  | 100 KW             | to 125  |   | hour | \$34.95  |
| 8314 | Generator                  | Prime Output                  | 150 KW             | to 240  |   | hour | \$50.00  |
| 8315 | Generator                  | Prime Output                  | 210 KW             | to 300  |   | hour | \$62.45  |
| 8316 | Generator                  | Prime Output                  | 280 KW             | to 400  |   | hour | \$80.40  |
| 8317 | Generator                  | Prime Output                  | 350 KW             | to 500  |   | hour | \$90.50  |
| 8318 | Generator                  | Prime Output                  | 530 KW             | to 750  |   | hour | \$153.30 |
| 8319 | Generator                  | Prime Output                  | 710 KW             | to 1000 |   | hour | \$222.00 |
| 8320 | Generator                  | Prime Output                  | 1100 KW            | to 1500 | Open  | hour | \$349.00 |
| 8321 | Generator                  | Prime Output                  | 2500 KW            | to 3000 |   | hour | \$533.75 |
| 8322 | Generator                  | Prime Output                  | 1,000 KW           | to 1645 | Enclosed                                    | hour | \$403.30 |
| 8323 | Generator                  | Prime Output                  | 1,500 KW           | to 2500 | Enclosed                                    | hour | \$511.22 |
| 8324 | Generator                  | Prime Output                  | 1100KW             | 2500    | Enclosed                                    | hour | \$495.80 |
| 8325 | Generator                  | Prime Output                  | 40KW               | 60      |   | hour | \$14.80  |
| 8326 | Generator                  | Prime Output                  | 20KW               | 40      |   | hour | \$13.32  |
| 8330 | Graders                    | Moldboard Size                | 10 Ft              | to 110  | Includes Rigid and Articulate<br>equipment. | hour | \$43.30  |
| 8331 | Graders                    | Moldboard Size                | 12 Ft              | to 150  | Includes Rigid and Articulate<br>equipment. | hour | \$46.50  |
| 8332 | Graders                    | Moldboard Size                | 14 Ft              | to 225  | Includes Rigid and Articulate<br>equipment. | hour | \$67.50  |
| 8350 | Hose, Discharge            | Diameter                      | 3 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.15   |
| 8351 | Hose, Discharge            | Diameter                      | 4 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.24   |
| 8352 | Hose, Discharge            | Diameter                      | 6 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.60   |
| 8353 | Hose, Discharge            | Diameter                      | 8 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.60   |
| 8354 | Hose, Discharge            | Diameter                      | 12 In              |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.90   |
| 8355 | Hose, Discharge            | Diameter                      | 16 In              |         | Per 25 foot length. Includes<br>couplings.  | hour | \$1.70   |
| 8356 | Hose, Suction              | Diameter                      | 3 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.30   |
| 8357 | Hose, Suction              | Diameter                      | 4 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$0.35   |
| 8358 | Hose, Suction              | Diameter                      | 6 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$1.15   |
| 8359 | Hose, Suction              | Diameter                      | 8 In               |         | Per 25 foot length. Includes<br>couplings.  | hour | \$1.10   |
| 8360 | Hose, Suction              | Diameter                      | 12 In              |         | Per 25 foot length. Includes<br>couplings.  | hour | \$1.70   |
| 8361 | Hose, Suction              | Diameter                      | 16 In              |         | Per 25 foot length. Includes<br>couplings.  | hour | \$3.15   |
| 8380 | Loader, Crawler            | Bucket Capacity               | 0.5 CY             | to 32   | Includes bucket.                            | hour | \$14.66  |



|      |                                 |                                     |                          |        |  |      |          |
|------|---------------------------------|-------------------------------------|--------------------------|--------|--|------|----------|
| 8381 | Loader, Crawler                 | Bucket Capacity                     | 1 CY                     | to 60  | Includes bucket.                                 | hour | \$34.30  |
| 8382 | Loader, Crawler                 | Bucket Capacity                     | 2 CY                     | to 118 | Includes bucket.                                 | hour | \$68.10  |
| 8383 | Loader, Crawler                 | Bucket Capacity                     | 3 CY                     | to 178 | Includes bucket.                                 | hour | \$101.30 |
| 8384 | Loader, Crawler                 | Bucket Capacity                     | 4 CY                     | to 238 | Includes bucket.                                 | hour | \$120.00 |
| 8390 | Loader, Wheel                   | Bucket Capacity                     | 0.5 CY                   | to 38  |  | hour | \$20.10  |
| 8391 | Loader, Wheel                   | Bucket Capacity                     | 1 CY                     | to 60  |  | hour | \$36.90  |
| 8392 | Loader, Wheel                   | Bucket Capacity                     | 2 CY                     | to 105 | CAT-926  | hour | \$35.50  |
| 8393 | Loader, Wheel                   | Bucket Capacity                     | 3 CY                     | to 152 |  | hour | \$43.85  |
| 8394 | Loader, Wheel                   | Bucket Capacity                     | 4 CY                     | to 200 |  | hour | \$59.30  |
| 8395 | Loader, Wheel                   | Bucket Capacity                     | 5 CY                     | to 250 |  | hour | \$64.00  |
| 8396 | Loader, Wheel                   | Bucket Capacity                     | 6 CY                     | to 305 |  | hour | \$104.00 |
| 8397 | Loader, Wheel                   | Bucket Capacity                     | 7 CY                     | to 360 |  | hour | \$124.50 |
| 8398 | Loader, Wheel                   | Bucket Capacity                     | 8 CY                     | to 530 |  | hour | \$171.40 |
| 8401 | Loader, Tractor, Wheel          | Bucket Capacity                     | 0.87 CY                  | to 80  | Case 580 Super L                                 | hour | \$33.73  |
| 8410 | Mixer, Concrete Portable        | Batching Capacity                   | 10 Cft                   |        |  | hour | \$3.05   |
| 8411 | Mixer, Concrete Portable        | Batching Capacity                   | 12 Cft                   | 11     |  | hour | \$4.00   |
| 8412 | Mixer, Concrete, Trailer Mntd   | Batching Capacity                   | 11 Cft                   | to 10  |  | hour | \$12.70  |
| 8413 | Mixer, Concrete, Trailer Mntd   | Batching Capacity                   | 16 Cft                   | to 25  |  | hour | \$19.60  |
| 8419 | Breaker, Pavement Hand-Held     | Weight                              | 25-90 Lbs                |        |  | hour | \$1.10   |
| 8420 | Breaker, Pavement               |                                     |                          | to 70  |  | hour | \$57.45  |
| 8423 | Spreader, Chip                  | Spread Hopper Width                 | 12.5 Ft                  | to 152 |  | hour | \$85.85  |
| 8424 | Spreader, Chip                  | Spread Hopper Width                 | 16.5 Ft                  | to 215 |  | hour | \$116.60 |
| 8425 | Spreader, Chip, Mntd            | Hopper Size                         | 8 Ft                     | to 8   | Trailer & truck mounted.                         | hour | \$4.60   |
| 8430 | Paver, Asphalt, Towed           |                                     |                          |        | Does not include Prime Mover.                    | hour | \$12.40  |
| 8431 | Paver, Asphalt                  |                                     |                          | to 50  | Includes wheel and crawler equipment.            | hour | \$73.76  |
| 8432 | Paver, Asphalt                  |                                     |                          | to 125 | Includes wheel and crawler equipment.            | hour | \$95.10  |
| 8433 | Paver, Asphalt                  |                                     |                          | to 175 | Includes wheel and crawler equipment.            | hour | \$126.80 |
| 8434 | Paver, Asphalt                  |                                     | 35,000Lbs & Over         | to 250 | Includes wheel and crawler equipment.            | hour | \$209.65 |
| 8436 | Pick-up, Asphalt                |                                     |                          | to 110 |  | hour | \$96.85  |
| 8437 | Pick-up, Asphalt                |                                     |                          | to 150 |  | hour | \$135.00 |
| 8438 | Pick-up, Asphalt                |                                     |                          | to 200 |  | hour | \$93.50  |
| 8439 | Pick-up, Asphalt                |                                     |                          | to 275 |  | hour | \$204.00 |
| 8440 | Striper                         | Paint Capacity                      | 40 Gal                   | to 22  |  | hour | \$16.20  |
| 8441 | Striper                         | Paint Capacity                      | 90 Gal                   | to 60  |  | hour | \$22.90  |
| 8442 | Striper                         | Paint Capacity                      | 120 Gal                  | to 122 |  | hour | \$42.60  |
| 8445 | Striper, Truck Mntd             | Paint Capacity                      | 120 Gal                  | to 460 |  | hour | \$78.60  |
| 8446 | Striper, Walk-behind            | Paint Capacity                      | 12 Gal                   |        |  | hour | \$4.00   |
| 8447 | Paver accessory -Belt Extension | 2002 Leeboy Conveyor Belt Extension |                          |        | crawler  | hour | \$32.50  |
| 8450 | Plow, Snow, Grader Mntd         | Width                               | to 10 Ft                 |        | Include Grader for total cost                    | hour | \$28.00  |
| 8451 | Plow, Snow, Grader Mntd         | Width                               | to 14 Ft                 |        | Include Grader for total cost                    | hour | \$32.90  |
| 8452 | Plow, Truck Mntd                | Width                               | to 15 Ft                 |        | Include truck for total cost                     | hour | \$24.35  |
| 8453 | Plow, Truck Mntd                | Width                               | to 15 Ft                 |        | With leveling wing. Include truck for total cost | hour | \$40.80  |
| 8455 | Spreader, Sand                  | Mounting                            | Tailgate, Chassis        |        |  | hour | \$7.35   |
| 8456 | Spreader, Sand                  | Mounting                            | Dump Body                |        |  | hour | \$10.45  |
| 8457 | Spreader, Sand                  | Mounting                            | Truck (10yd)             |        |  | hour | \$13.15  |
| 8458 | Spreader, Chemical              | Capacity                            | 5 CY                     | to 4   | Trailer & truck mounted.                         | hour | \$6.00   |
| 8469 | Pump - Trash Pump               | 10 MTC                              | 2" Pump                  | to 7   | 10,000 gph                                       | hour | \$7.25   |
| 8470 | Pump                            | Centrifugal, 8M pump                | 2" - 10,000 gal/hr.      | to 4.5 | Hoses not included.                              | hour | \$6.10   |
| 8471 | Pump                            | Diaphragm pump                      | 2" - 3,000 gal/hr.       | to 6   | Hoses not included.                              | hour | \$6.75   |
| 8472 | Pump                            | Centrifugal, 18M pump               | 3" - 18,000 gal/hr. pump | to 10  | Hoses not included.                              | hour | \$7.99   |
| 8473 | Pump                            |                                     |                          | to 15  | Hoses not included.                              | hour | \$10.30  |
| 8474 | Pump                            |                                     |                          | to 25  | Hoses not included.                              | hour | \$13.60  |
| 8475 | Pump                            |                                     |                          | to 40  | Hoses not included.                              | hour | \$16.65  |
| 8476 | Pump                            | 4" - 40,000 gal/hr.                 | 4" - 40,000 gal/hr.      | to 60  | Hoses not included.                              | hour | \$27.10  |

|      |                                  |                              |                    |        |   |      |          |
|------|----------------------------------|------------------------------|--------------------|--------|---|------|----------|
| 8477 | Pump                             |                              |                    | to 95  | Hoses not included.                                       | hour | \$32.00  |
| 8478 | Pump                             |                              |                    | to 140 | Hoses not included.                                       | hour | \$41.50  |
| 8479 | Pump                             |                              |                    | to 200 | Hoses not included.                                       | hour | \$49.90  |
| 8480 | Pump                             |                              |                    | to 275 | Does not include Hoses.                                   | hour | \$66.85  |
| 8481 | Pump                             |                              |                    | to 350 | Does not include Hoses.                                   | hour | \$82.00  |
| 8482 | Pump                             |                              |                    | to 425 | Does not include Hoses.                                   | hour | \$96.60  |
| 8483 | Pump                             |                              |                    | to 500 | Does not include Hoses.                                   | hour | \$114.00 |
| 8484 | Pump                             |                              |                    | to 575 | Does not include Hoses.                                   | hour | \$133.30 |
| 8485 | Pump                             |                              |                    | to 650 | Does not include Hoses.                                   | hour | \$154.70 |
| 8486 | Aerial Lift, Truck Mntd          | Max. Platform Height         | 40 Ft              |        | Add this rate to truck rate for total lift and truck rate | hour | \$11.38  |
| 8487 | Aerial Lift, Truck Mntd          | Max. Platform Height         | 61 Ft              |        | Add this rate to truck rate for total lift and truck rate | hour | \$20.54  |
| 8488 | Aerial Lift, Truck Mntd          | Max. Platform Height         | 80 Ft              |        | Add this rate to truck rate for total lift and truck rate | hour | \$39.00  |
| 8489 | Aerial Lift, Truck Mntd          | Max. Platform Load - 600Lbs  | 81 Ft -100 Ft. Ht. |        | Add this rate to truck rate for total lift and truck rate | hour | \$39.50  |
| 8490 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 37 Ft. Ht.         | to 15  | Articulated, Telescoping, Scissor.                        | hour | \$8.95   |
| 8491 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 60 Ft. Ht.         | to 30  | Articulated, Telescoping, Scissor.                        | hour | \$16.10  |
| 8492 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 70 Ft. Ht.         | to 50  | Articulated, Telescoping, Scissor.                        | hour | \$29.26  |
| 8493 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 125 Ft. Ht.        | to 85  | Articulated and Telescoping.                              | hour | \$55.65  |
| 8494 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 150 Ft. Ht.        | to 130 | Articulated and Telescoping.                              | hour | \$70.15  |
| 8495 | I.C. Aerial Lift, Self-Propelled | Max. Platform Load - 500 Lbs | 75"x155", 40Ft Ht. | to 80  | 2000 Lbs Capacity   | hour | \$28.95  |
| 8496 | Crane, Truck Mntd                | Max. Lift Capacity           | 24000 Lbs          |        | Include truck rate for total cost                         | hour | \$14.90  |
| 8497 | Crane, Truck Mntd                | Max. Lift Capacity           | 36000 Lbs          |        | Include truck rate for total cost                         | hour | \$22.40  |
| 8498 | Crane, Truck Mntd                | Max. Lift Capacity           | 60000 Lbs          |        | Include truck rate for total cost                         | hour | \$36.50  |
| 8499 | Pump - Trash-Pump                | CPB Rating - 10MTC           | 10000 gal/Hr       | 7      | Self- Priming Trash Pump                                  | hour | \$7.55   |
| 8500 | Crane                            | Max. Lift Capacity           | 8 MT               | to 80  |   | hour | \$38.70  |
| 8501 | Crane                            | Max. Lift Capacity           | 15 MT              | to 150 |   | hour | \$66.90  |
| 8502 | Crane                            | Max. Lift Capacity           | 50 MT              | to 200 |   | hour | \$90.00  |
| 8503 | Crane                            | Max. Lift Capacity           | 70 MT              | to 300 |   | hour | \$178.60 |
| 8504 | Crane                            | Max. Lift Capacity           | 110 MT             | to 350 |   | hour | \$243.20 |
| 8510 | Saw, Concrete                    | Blade Diameter               | 14 In              | to 14  |   | hour | \$7.20   |
| 8511 | Saw, Concrete                    | Blade Diameter               | 26 In              | to 35  |   | hour | \$12.00  |
| 8512 | Saw, Concrete                    | Blade Diameter               | 48 In              | to 65  |   | hour | \$25.10  |
| 8513 | Saw, Rock                        |                              |                    | to 100 |   | hour | \$33.50  |
| 8514 | Saw, Rock                        |                              |                    | to 200 |   | hour | \$63.00  |
| 8517 | Jackhammer (Dry)                 | Weight Class                 | 25-45 Lbs          |        |   | hour | \$1.66   |
| 8518 | Jackhammer (Wet)                 | Weight Class                 | 30-55 Lbs          |        |   | hour | \$1.84   |
| 8521 | Scraper                          | Scraper Capacity             | 16 CY              | to 250 |   | hour | \$107.15 |
| 8522 | Scraper                          | Scraper Capacity             | 23 CY              | to 365 |   | hour | \$155.50 |
| 8523 | Scraper                          | Scraper Capacity             | 34 CY              | to 475 |   | hour | \$270.00 |
| 8524 | Scraper                          | Scraper Capacity             | 44 CY              | to 600 |   | hour | \$265.70 |
| 8540 | Loader, Skid-Steer               | Operating Capacity           | 1000 Lbs           | to 35  |   | hour | \$14.15  |
| 8541 | Loader, Skid-Steer               | Operating Capacity           | 2000 Lbs           | to 65  |   | hour | \$37.00  |
| 8542 | Loader, Skid-Steer               | Operating Capacity           | 3000 Lbs           | to 85  |   | hour | \$36.05  |
| 8550 | Snow Blower, Truck Mntd          | Capacity                     | 600 Tph            | to 75  | Does not include truck                                    | hour | \$34.60  |
| 8551 | Snow Blower, Truck Mntd          | Capacity                     | 1400 Tph           | to 200 | Does not include truck                                    | hour | \$94.00  |
| 8552 | Snow Blower, Truck Mntd          | Capacity                     | 2000 Tph           | to 340 | Does not include truck                                    | hour | \$142.50 |
| 8553 | Snow Blower, Truck Mntd          | Capacity                     | 2500 Tph           | to 400 | Does not include truck                                    | hour | \$154.80 |
| 8558 | Snow Thrower, Walk Behind        | Cutting Width                | 25 in              | to 5   |   | hour | \$2.80   |
| 8559 | Snow Thrower, Walk Behind        | Cutting Width                | 60 in              | to 15  |   | hour | \$14.10  |
| 8560 | Snow Blower                      | Capacity                     | 2,000 Tph          | to 400 |   | hour | \$234.00 |
| 8561 | Snow Blower                      | Capacity                     | 2,500 Tph          | to 500 |   | hour | \$255.00 |
| 8562 | Snow Blower                      | Capacity                     | 3,500 Tph          | to 600 |   | hour | \$284.00 |

|      |                                  |  |                           |         |   |      |          |
|------|----------------------------------|--|---------------------------|---------|---|------|----------|
| 8569 | Dust Control De-Ice Unit         | 1300-2000 gal                                    | 173"Lx98"Wx51"H           | 5.5     | Hydro Pump w/100' 1/2" hose                                 | hour | \$3.45   |
| 8570 | Loader-Backhoe, Wheel            | Loader Bucket Capacity                           | 0.5 CY                    | to 40   | Loader and Backhoe Buckets included.                        | hour | \$22.15  |
| 8571 | Loader-Backhoe, Wheel            | Loader Bucket Capacity                           | 1 CY                      | to 70   | Loader and Backhoe Buckets included.                        | hour | \$29.50  |
| 8572 | Loader-Backhoe, Wheel            | Loader Bucket Capacity                           | 1.5 CY                    | to 95   | Loader and Backhoe Buckets included.                        | hour | \$38.60  |
| 8573 | Loader-Backhoe, Wheel            | Loader Bucket Capacity                           | 1.75 CY                   | to 115  | Loader and Backhoe Buckets included.                        | hour | \$47.77  |
| 8580 | Distributor, Asphalt             | Tank Capacity                                    | 500 Gal                   |         | burners, insulated tank, and circulating spray bar.         | hour | \$14.76  |
| 8581 | Distributor, Asphalt             | Tank Capacity                                    | 1000 Gal                  |         | burners, insulated tank, and circulating spray bar. Include | hour | \$21.30  |
| 8582 | Distributor, Asphalt             | Tank Capacity                                    | 4000 Gal                  |         | burners, insulated tank, and circulating spray bar. Include | hour | \$30.15  |
| 8583 | Distributor                      | ETNYRE Oil Distributor Model - PB348             |                           | 300     |   | hour | \$41.60  |
| 8584 | Distributor                      | ETNYRE Quad Chip Spreader                        |                           | 280     |   | hour | \$83.20  |
| 8590 | Trailer, Dump                    | Capacity   | 20 CY                     |         | Does not include Prime Mover.                               | hour | \$11.36  |
| 8591 | Trailer, Dump                    | Capacity   | 30 CY                     |         | Does not include Prime Mover.                               | hour | \$13.10  |
| 8600 | Trailer, Equipment               | Capacity   | 30 Tons                   |         |   | hour | \$14.15  |
| 8601 | Trailer, Equipment               | Capacity   | 40 Tons                   |         |   | hour | \$15.50  |
| 8602 | Trailer, Equipment               | Capacity   | 60 Tons                   |         |   | hour | \$18.85  |
| 8603 | Trailer, Equipment               | Capacity   | 120 Tons                  |         |   | hour | \$28.35  |
| 8610 | Trailer, Water                   | Tank Capacity                                    | 4000 Gal                  |         | with sump and a rear spraybar.                              | hour | \$13.50  |
| 8611 | Trailer, Water                   | Tank Capacity                                    | 6000 Gal                  |         | with sump and a rear spraybar.                              | hour | \$16.55  |
| 8612 | Trailer, Water                   | Tank Capacity                                    | 10000 Gal                 |         | with sump and a rear spraybar.                              | hour | \$19.20  |
| 8613 | Trailer, Water                   | Tank Capacity                                    | 14000 Gal                 |         | with sump and a rear spraybar.                              | hour | \$23.77  |
| 8614 | Truck- Water Tanker              | 1000 gal. tank                                   |                           | 175     |   | hour | \$33.35  |
| 8620 | Tub Grinder                      |  |                           | to 440  |   | hour | \$95.35  |
| 8621 | Tub Grinder                      |  |                           | to 630  |   | hour | \$143.65 |
| 8622 | Tub Grinder                      |  |                           | to 760  |   | hour | \$183.60 |
| 8623 | Tub Grinder                      |  |                           | to 1000 |   | hour | \$322.00 |
| 8627 | Horizontal Grinder               | Model HG6000                                     |                           | 630     |   | hour | \$57.36  |
| 8628 | Stump Grinder                    | 1988 Vermeer SC-112                              |                           | 102     |   | hour | \$47.00  |
| 8629 | Stump Grinder                    | 24" grinding wheel                               |                           | 110     |   | hour | \$45.00  |
| 8630 | Sprayer, Seed                    | Working Capacity                                 | 750 Gal                   | to 30   | Does not include Prime Mover.                               | hour | \$14.00  |
| 8631 | Sprayer, Seed                    | Working Capacity                                 | 1250 Gal                  | to 50   | Trailer & truck mounted. Does not include Prime             | hour | \$19.80  |
| 8632 | Sprayer, Seed                    | Working Capacity                                 | 3500 Gal                  | to 115  | Does not include Prime Mover.                               | hour | \$29.25  |
| 8633 | Mulcher, Trailer Mntd            | Working Capacity                                 | 7 TPH                     | to 35   |   | hour | \$14.10  |
| 8634 | Mulcher, Trailer Mntd            | Working Capacity                                 | 10 TPH                    | to 55   |   | hour | \$20.80  |
| 8635 | Mulcher, Trailer Mntd            | Working Capacity                                 | 20 TPH                    | to 120  |   | hour | \$29.45  |
| 8636 | Scraper                          | Soil Recycler WR 2400                            | w 317 gal fuel tank       | 563     |   | hour | \$239.85 |
| 8637 | Trailer CAT                      | Double Belly Bottom-dump Trailer                 | 26 CY of soil in one dump | 330     | 13 CY of soil each berry                                    | hour | \$92.33  |
| 8638 | Rake                             | Barber Beach Sand Rake 600HDr, towed             |                           |         |   | hour | \$15.40  |
| 8639 | Chipper                          | Wildcat 626 Cougar Trommel Screen chipper w belt |                           | 125     |   | hour | \$34.30  |
| 8640 | Trailer, Office                  | Trailer Size                                     | 8' x 24'                  |         | Cargo Size 16ft   | hour | \$1.95   |
| 8641 | Trailer, Office                  | Trailer Size                                     | 8' x 32'                  |         | Cargo Size 24ft   | hour | \$2.30   |
| 8642 | Trailer, Office                  | Trailer Size                                     | 10' x 32'                 |         | Cargo Size 20ft   | hour | \$2.65   |
| 8643 | Trailer                          | Haz-Mat Equipment trailer                        | 8'x18'                    |         |   | hour | \$37.75  |
| 8644 | Trailer, Covered Utility Trailer | (7' X 16')                                       |                           |         |   | hour | \$5.65   |
| 8645 | Trailer, Dodge Ram               | 8' x 24' shower trailer- 12 showers              |                           | 101     |   | hour | \$29.45  |
| 8646 | Trailer, Dodge                   | 32' flatbed water                                |                           |         |   | hour | \$27.90  |
| 8650 | Trencher                         |  |                           | to 40   | Wheel Mounted. Chain and Wheel.                             | hour | \$16.30  |

|      |                            |  |             |           |  |      |          |
|------|----------------------------|--|-------------|-----------|--|------|----------|
| 8651 | Trencher                   |  |             | to 85     | Wheel Mounted. Chain and Wheel.          | hour | \$24.70  |
| 8654 | Trencher accessories       | 2008 Griswold Trenchbox                    |             |           |  | hour | \$1.90   |
| 8660 | Plow, Cable                | Plow Depth                                 | 24 in       | to 30     |  | hour | \$12.00  |
| 8661 | Plow, Cable                | Plow Depth                                 | 36 in       | to 65     |  | hour | \$37.45  |
| 8662 | Plow, Cable                | Plow Depth                                 | 48 in       | to 110    |  | hour | \$41.25  |
| 8670 | Derrick, Hydraulic Digger  | Max. Boom Length                           | 60 Ft       |           | alignment attachment. Include truck rate | hour | \$34.15  |
| 8671 | Derrick, Hydraulic Digger  | Max. Boom Length                           | 90 Ft       |           | alignment attachment. Include truck rate | hour | \$54.66  |
| 8680 | Truck, Concrete Mixer      | Mixer Capacity                             | 13 CY       | to 300    |  | hour | \$82.35  |
| 8684 | Truck, Fire                | 100 Ft Ladder                              |             |           |  | hour | \$100.00 |
| 8690 | Truck, Fire                | Pump Capacity                              | 1000 GPM    |           |  | hour | \$68.00  |
| 8691 | Truck, Fire                | Pump Capacity                              | 1250 GPM    |           |  | hour | \$72.25  |
| 8692 | Truck, Fire                | Pump Capacity                              | 1500 GPM    |           |  | hour | \$78.90  |
| 8693 | Truck, Fire                | Pump Capacity                              | 2000 GPM    |           |  | hour | \$81.40  |
| 8694 | Truck, Fire Ladder         | Ladder length                              | 75 FT       |           |  | hour | \$117.10 |
| 8695 | Truck, Fire Ladder         | Ladder length                              | 150 FT      |           |  | hour | \$142.75 |
| 8696 | Truck, Fire                | No Ladder                                  |             | 330       | Rescure Equipment                        | hour | \$93.47  |
| 8700 | Truck, Flatbed             | Maximum Gvw                                | 15000 Lbs   | to 200    |  | hour | \$20.60  |
| 8701 | Truck, Flatbed             | Maximum Gvw                                | 25000 Lbs   | to 275    |  | hour | \$35.00  |
| 8702 | Truck, Flatbed             | Maximum Gvw                                | 30000 Lbs   | to 300    |  | hour | \$27.10  |
| 8703 | Truck, Flatbed             | Maximum Gvw                                | 45000 Lbs   | to 380    |  | hour | \$44.70  |
| 8708 | Trailer, semi              | 48ft to 53ft, flat-bed, freight, two axle  | 50,000+ gvw |           |  | hour | \$8.45   |
| 8709 | Trailer, semi              | enclosed 48 ft to 53 ft, two axles         | 50,000+ gvw |           |  | hour | \$9.50   |
| 8710 | Trailer, semi              | 28ft, single axle, freight                 | 25,000 gvw  |           |  | hour | \$9.70   |
| 8711 | Flat bed utility trailer   | 6 ton                                      |             |           |  | hour | \$3.10   |
| 8712 | Cleaner, Sewer/Catch Basin | Hopper Capacity                            | 5 CY        |           | Truck Mounted.                           | hour | \$24.80  |
| 8713 | Cleaner, Sewer/Catch Basin | Hopper Capacity                            | 14 CY       |           | Truck Mounted.                           | hour | \$31.30  |
| 8714 | Vactor                     | 800 Gal Spoils/400 Gal Water               | 500/800 gal | 49        |  | hour | \$82.75  |
| 8715 | Truck, Hydro Vac           | model LP555DT                              |             |           |  | hour | \$18.00  |
| 8716 | Leaf Vac                   | Tow by Truck 22,000 cfm capacity           |             | 85        | Leaf Vac + Truck Code 8811               | hour | \$51.25  |
| 8717 | Truck, Vacuum              | 60,000 GVW                                 |             | 400       |  | hour | \$74.20  |
| 8719 | Litter Picker              | model 2007 Barber                          |             |           | towed by tractor                         | hour | \$9.60   |
| 8720 | Truck, Dump                | Struck Capacity                            | 8 CY        | to 220    |  | hour | \$48.90  |
| 8721 | Truck, Dump                | Struck Capacity                            | 10 CY       | to 320    |  | hour | \$60.77  |
| 8722 | Truck, Dump                | Struck Capacity                            | 12 CY       | to 400    |  | hour | \$67.70  |
| 8723 | Truck, Dump                | Struck Capacity                            | 18 CY       | to 400    |  | hour | \$75.50  |
| 8724 | Truck, Dump, Off Highway   | Struck Capacity                            | 28 CY       | to 450    |  | hour | \$121.20 |
| 8725 | Truck, Dump                | Struck Capacity                            | 14 CY       | to 400    |  | hour | \$77.80  |
| 8730 | Truck, Garbage             | Capacity                                   | 25 CY       | to 255    |  | hour | \$48.50  |
| 8731 | Truck, Garbage             | Capacity                                   | 32 CY       | to 325    |  | hour | \$55.90  |
| 8733 | E-BAM Services             | Environmental Beta Attenuation Air Monitor |             |           | Powered by Solar System                  | hour | \$3.00   |
| 8734 | Attenuator, safety         | that can stop a vehicle at 60 mph          |             |           |  | hour | \$5.50   |
| 8735 | Truck, Attenuator          | 2004 Truck Mounted for 60 mph              |             |           |  | hour | \$3.85   |
| 8736 | Truck, tow                 | 1987 Chevy Kodiak 70                       |             | 175       |  | hour | \$27.70  |
| 8744 | Van, Custom                | Special Service Canteen Truck              |             | 350       |  | hour | \$18.00  |
| 8745 | Van, step                  | model MT10FD                               |             | 300       |  | hour | \$21.25  |
| 8746 | Van-up to 15 passenger     | light duty, class 1                        |             | 225-300   |  | hour | \$20.00  |
| 8747 | Van-up to 15 passenger     | light duty, class 2                        |             | 225-300   |  | hour | \$20.15  |
| 8748 | Van-cargo                  | light duty, class 1                        |             | 225 - 300 |  | hour | \$22.25  |
| 8749 | Van-cargo                  | light duty, class 2                        |             | 225-300   |  | hour | \$22.25  |
| 8750 | Vehicle, Small             |  |             | to 30     |  | hour | \$6.40   |
| 8753 | Vehicle, Recreational      |  |             | to 10     |  | hour | \$2.80   |
| 8755 | Golf Cart                  | Capacity                                   | 2 person    |           |  | hour | \$3.75   |
| 8761 | Vibrator, Concrete         |  |             | to 4      |  | hour | \$1.60   |
| 8770 | Welder, Portable           |  |             | to 16     | Includes ground cable and lead cable.    | hour | \$3.10   |

|      |                                 |   |                              |            |                                       |      |          |
|------|---------------------------------|---|------------------------------|------------|---------------------------------------|------|----------|
| 8771 | Welder, Portable                |   |                              | to 34      | Includes ground cable and lead cable. | hour | \$6.80   |
| 8772 | Welder, Portable                |   |                              | to 50      | Includes ground cable and lead cable. | hour | \$10.00  |
| 8773 | Welder, Portable                |   |                              | to 80      | Includes ground cable and lead cable. | hour | \$13.76  |
| 8780 | Truck, Water                    | Tank Capacity                                       | 2500 Gal                     | to 175     | Include pump and rear spray system.   | hour | \$28.70  |
| 8781 | Truck, Water                    | Tank Capacity                                       | 4000 Gal                     | to 250     | Include pump and rear spray system.   | hour | \$50.00  |
| 8788 | Container & roll off truck      | 30 yds  |                              |            |                                       | hour | \$23.05  |
| 8789 | Truck, Tractor                  | 1997 Freightliner F120                              |                              | 430        |                                       | hour | \$54.90  |
| 8790 | Truck, Tractor                  | 4 x 2   | 25000 lbs                    | to 210     |                                       | hour | \$42.40  |
| 8791 | Truck, Tractor                  | 4 x 2   | 35000 lbs                    | to 330     |                                       | hour | \$46.00  |
| 8792 | Truck, Tractor                  | 6 x 2   | 45000 lbs                    | to 360     |                                       | hour | \$52.75  |
| 8794 | Truck, freight                  | Enclosed w/lift gate. Medium duty class 5           | gvwr 16000-19500 Lbs         |            |                                       | hour | \$23.25  |
| 8795 | Truck, backhoe carrier          | Three axle, class 8, heavy duty                     | over 33000Lbs                |            |                                       | hour | \$34.50  |
| 8796 | Truck, freight                  | Eenclosed w/lift gate. Heavy duty, class            | 7, 26,001 to 33,000 lbs gvwr |            |                                       | hour | \$31.00  |
| 8798 | Truck                           | Tilt and roll-back, two axle, class 7 heavy duty,   | to 33,000 gvwr               |            |                                       | hour | \$32.00  |
| 8799 | Truck,                          | Tilt and roll back, three axle. class 8 heavy duty  | over 33,001+ gvwr            |            |                                       | hour | \$40.60  |
| 8800 | Truck, Pickup                   |   |                              |            | When transporting people.             | mile | \$0.54   |
| 8801 | Truck, Pickup                   | 1/2-ton Pickup Truck                                | 4x2-Axle                     | 160        |                                       | hour | \$12.30  |
| 8802 | Truck, Pickup                   | 1-ton Pickup Truck                                  | 4x2-Axle                     | 234        |                                       | hour | \$17.65  |
| 8803 | Truck, Pickup                   | 1 1/4-ton Pickup Truck                              | 4x2-Axle                     | 260        |                                       | hour | \$19.85  |
| 8804 | Truck, Pickup                   | 1 1/2-ton Pickup Truck                              | 4x2-Axle                     | 300        |                                       | hour | \$22.25  |
| 8805 | Truck, Pickup                   | 1 3/4-ton Pickup Truck                              | 4x2-Axle                     | 300        |                                       | hour | \$23.10  |
| 8806 | Truck, Pickup                   | 3/4-ton Pickup Truck                                | 4x2-Axle                     | 165        |                                       | hour | \$13.40  |
| 8807 | Truck, Pickup                   | 3/4-ton Pickup Truck                                | 4x4-Axle                     | 285        | Crew                                  | hour | \$20.80  |
| 8808 | Truck, Pickup                   | 1-ton Pickup Truck                                  | 4x4-Axle                     | 340        | Crew                                  | hour | \$22.85  |
| 8809 | Truck, Pickup                   | 1 1/4-ton Pickup Truck                              | 4x4-Axle                     | 360        | Crew                                  | hour | \$26.40  |
| 8810 | Truck, Pickup                   | 1 1/2-ton Pickup Truck                              | 4x4-Axle                     | 362        | Crew                                  | hour | \$26.75  |
| 8811 | Truck, Pickup                   | 1 3/4-ton Pickup Truck                              | 4x4-Axle                     | 362        | Crew                                  | hour | \$27.50  |
| 8820 | Skidder accessory               | 2005 JCB Grapple Claw                               |                              |            |                                       | hour | \$1.75   |
| 8821 | Forklift, accessory             | 2005 ACS Grapple Bucket                             |                              |            |                                       | hour | \$1.50   |
| 8822 | Truck, Loader                   | Debris/Log (Knuckleboom Loader/Truck)               |                              | 230        |                                       | hour | \$52.26  |
| 8823 | Chipper- Wood Recycler          | Cat 16 engine                                       |                              | 700        |                                       | hour | \$115.00 |
| 8824 | Skidder                         | model Cat 525B                                      |                              | up to 160  |                                       | hour | \$62.90  |
| 8825 | Skidder                         | 40K lbs- model Cat 525C                             |                              | 161 and up |                                       | hour | \$118.77 |
| 8840 | Truck, service                  | fuel and lube                                       | up to 26,000 gvwr            | 215-225    |                                       | hour | \$38.65  |
| 8841 | Truck, fuel                     | 2009 International 1,800 gal. storage tank          |                              | 200        |                                       | hour | \$30.50  |
| 8842 | Mobile Command Trailer          | (8' X 28') with 7.5 KW Generator                    |                              |            |                                       | hour | \$14.66  |
| 8843 | Mobile Response Trailer         | (8' X 31') with 4.5 KW Generator?                   |                              |            |                                       | hour | \$13.60  |
| 8844 | Mobile Command Center           | (unified) (RV) Ulitimaster MP-35                    | 43 FT Long with Generator    | 400        |                                       | hour | \$75.00  |
| 8845 | Mobile Command Post Vehicle     | (RV) (In- Motion)                                   | 22-Ft Long                   | 340        |                                       | hour | \$31.00  |
| 8846 | Mobile Command Post Vehicle     | (RV) (Stationary) w/9.6 KW Generator                | 22-Ft Long                   | 340        |                                       | hour | \$19.25  |
| 8847 | Mobile Command Center (Trailer) | 48'x8' Trailer, Fully Equiped Mobile Command Center | 48-Ft Long                   |            |                                       | hour | \$29.45  |
| 8848 | Mobile Command Center (Trailer) | 48'x8' When being Moved w/Truck Tractor             |                              | 310        |                                       | hour | \$48.90  |
| 8849 | Mobile Command Center           | 43'x8.5' x 13.5'H with self 30kw Generator          |                              |            |                                       | hour | \$52.00  |
| 8850 | Mobile Command Center           | 2007-Freightliner MT-55, (RV)                       |                              | 260        |                                       | hour | \$45.50  |
| 8851 | Mobile Command Van              | 1990- Ford Econoline- Communication Van             |                              | 230        |                                       | hour | \$41.00  |
| 8852 | Mobile Command Center           | 47.5' X 8.75 Fully Equip' (In motion) (RV)          |                              | 410        |                                       | hour | \$65.30  |
| 8853 | Mobile Command Center           | 47.5' X 8.75 Fully Equip' (Stationary)              |                              | 410        |                                       | hour | \$45.00  |



|      |                                 |   |                   |         |   |      |             |
|------|---------------------------------|---|-------------------|---------|---|------|-------------|
| 8854 | Mobile Command Vehicle          | 53' X 8.75 Fully Equip                            |                   | 480-550 |   | hour | \$96.20     |
| 8870 | Light Tower                     | Terex/Amida AL 4000. with (4) 500 watt lights     | w/10kw power unit | 13.5    |   | hour | \$10.68     |
| 8871 | Light Tower                     | 2004 Allmand                                      |                   |         |   | hour | \$6.30      |
| 8872 | SandBagger Machine              | (Spider) automatic                                |                   | 4.5     |   | hour | \$48.75     |
| 8900 | Helicopter                      | OH-58 KIOWA (Military) is the same as "Bell-206B3 |                   | 420     |   | hour | \$474.00    |
| 8901 | Helicopter                      | OH-58 KIOWA (Military) is the same as "Bell-206BR |                   | 420     |   | hour | \$496.00    |
| 8902 | Helicopter                      | Model Bell 206-L3 Jet Range Helicopter            |                   | 650     | Jet Range III-Helicopter                  | hour | \$582.00    |
| 8903 | Helicopter                      | Model Bell 206L1 Long Ranger                      |                   | 650     | Long Ranger                               | hour | \$596.00    |
| 8904 | Helicopter                      | Model Bell 206LT Long Range Twinranger            |                   | 450     | Twinranger                                | hour | \$780.00    |
| 8905 | Helicopter                      | Model Bell 407 EMS- Ambulance                     |                   | 250     |   | hour | \$626.00    |
| 8906 | Piper-Fixed wing                | Model Navajo PA-31                                |                   | 310     |   | hour | \$456.00    |
| 8907 | Piper-Fixed wing                | PA-31-350, Navajo Chieftn twin engine             |                   | 350     |   | hour | \$487.00    |
| 8908 | Sikorsky Helicopter             | Model UH-60 (Blackhawk) medium lift               | Medium Lift       | 1890    | Fire Fighter Same as S70C                 | hour | \$2,945.00  |
| 8909 | Helicopter                      | Model UH-A (Blackhawk) Medium lift                | Medium Lift       | 1890    | Fire Fighter                              | hour | \$5,504.00  |
| 8910 | Boeing Helicopter               | Model CH-47 (Chinook) heavy lift                  | Heavy Lift        | 2850    | Fire Fighter                              | hour | \$10,750.00 |
| 8911 | Helicopter- light utility       | Model Bell 407GX - 7 seater                       | 7-Seaters         | 675     | Passenger Aircraft                        | hour | \$621.00    |
| 8912 | Helicopter- light utility       | Model Bell 206L- 7 seater                         | 7-Seaters         | 420     | Passenger Aircraft                        | hour | \$596.00    |
| 8913 | Helicopter                      | Model Bell-206L4                                  |                   | 726     |   | hour | \$576.00    |
| 8914 | King Air 200 Turboprop Aircraft | Blackhawk King Air B200XP61                       |                   | 669     |   | hour | \$1,316.00  |
| 8915 | Turboprops Blackhawk Aircraft   | Blackhawk Caravan XP42 A                          |                   | 850     |   | hour | \$697.00    |
| 8916 | Turboprops Blackhawk Aircraft   | King Air C90 XP135 A                              |                   | 550     |   | hour | \$1,075.00  |
| 8917 | Aerostar Piston Aircraft        | Aerostar 601P                                     |                   | 290     |   | hour | \$447.00    |
| 8943 | Wire Puller Machine             | Overhead Wire Pulling Machine                     |                   | 30      | Overhead/Underground Wire Pulling Machine | hour | \$19.85     |
| 8944 | Wire Tensioning Machine         | 3000 Lbs  |                   |         | Overhead Wire Tensioning Machine          | hour | \$14.50     |
| 8945 | Aerial Lift                     | model 2008 Genie Scissor Lift                     |                   |         |   | hour | \$6.30      |
|      |                                 |   |                   |         |   |      |             |



**Town of Surfside  
Town Commission Meeting  
September 10, 2019  
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**PROCLAMATION COVER MEMORANDUM**

**Title:** Childhood Cancer Awareness Month Proclamation

**Submitted By:** Daniel Dietch, Mayor

**Objective:** That the Surfside Town Commission approve the enclosed proclamation designating the month of September as "Childhood Cancer Awareness Month."

**Consideration:** September is National Childhood Cancer Awareness Month. Surfside issued a similar proclamations in 2018 and was one of 23 municipalities in Miami-Dade County to do so.

Unfortunately, finding a cure for childhood cancer requires more research and more funding. The following are a few facts about childhood cancer that you may not be aware of:

- Childhood cancer is the #1 cause of death by disease in children, more than Asthma, Diabetes, Cystic Fibrosis & Pediatric HIV/AIDS combined.
- Every year, approximately 16,000 kids are diagnosed with childhood cancer in the U.S.
- 1 in every 285 children in the U.S. will be diagnosed with cancer before the age of 20
- Each year over 3,000 children die from cancer.
- Pharmaceutical companies fund over 50% of adult cancer research, but virtually nothing for children.
- Less than 4% of the National Cancer Institute's federal budget goes to Childhood Cancer Research. That's only 4% for ALL 12 types of Pediatric Cancers combined.

At the request of the Mystic Force Foundation, a 501(c)(3) non-profit public charity dedicated to raising awareness and funds for childhood cancer research, I am sponsoring the enclosed proclamation designating the month of September as "Childhood Cancer Awareness Month." Additional information can be found here: [www.MysticForceFoundation.com](http://www.MysticForceFoundation.com).



**TOWN OF SURFSIDE**  
**PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN**  
**REQUEST FORM**  
**OFFICE OF THE TOWN CLERK**

Request for: Proclamation ☒ Certificate ☐ Key ☐ Brick ☐ (check one)

Received  
08/13/2019

Date of Request: August 9, 2019

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: (305) 861-4863 / [ddietch@townofsurfsidefl.gov](mailto:ddietch@townofsurfsidefl.gov)

Name of Individual / Organization to be honored: Mystic Force Foundation

Title for Proclamation or Certificate: Childhood Cancer Awareness Month

Date of Recognition: September 10, 2019

Reason for Recognition (*Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation*):

See attached.

Document is to be:

- Presented at a Commission Meeting in 9/19 (month / year)
- Presented at the following event \_\_\_\_\_ (*Please attach event information to the request form*)
- Picked up by \_\_\_\_\_ on \_\_\_\_\_ (date)

**Administrative Use Only**

Proclamation \_\_\_\_\_ Certificate \_\_\_\_\_ Key \_\_\_\_\_ Coin \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ If no, state reason: \_\_\_\_\_

Approved Date: \_\_\_\_\_

Date Submitted for Mayor's Signature: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Completed by: \_\_\_\_\_



## *Childhood Cancer Awareness Month Proclamation*

*Whereas, families, caregivers, charities, and research groups across the United States, as well as our National Government are observing the month of September as "Childhood Cancer Awareness Month" to memorialize the young lives that have been taken too soon; and*

*Whereas, nationally, each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and*

*Whereas, according to the American Cancer Society, approximately 11,000 children in the United States under age 14 will be diagnosed with cancer; and*

*Whereas, after accidents, cancer is the second leading cause of death in children ages 1 to 14; and*

*Whereas, although survival rates for some forms of childhood cancers have risen sharply over the past few decades, cure rates for many forms of the disease remain less than 50 percent; and*

*Whereas, the incidence of childhood cancer crosses the boundaries of racial, ethnic, geographic, and social backgrounds; and*

*Whereas, the State of Florida recognizes the devastating effects of childhood cancer on the residents of this state; and*

*Whereas, this month, we honor the children of Florida fighting this disease, their families and caregivers, the researchers, healthcare professionals, concerned citizen advocates, and private philanthropies who collaborate to provide hope and assistance to the children and their families affected by childhood cancer.*

*Now, Therefore, the Town of Surfside does hereby declare September 2019 as Childhood Cancer Awareness Month.*

*In witness thereof I have hereunto set my hand this 10<sup>th</sup> day of September 2019.*

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*Daniel Dietch, Mayor  
Town of Surfside, Florida*



# MEMORANDUM

ITEM NO. 3G

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Independent External Audit Re-engagement Resolution

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The Town has previously engaged Marcum LLP ("Marcum") to provide annual financial auditing services. The current engagement commitment from the Town has expired. Marcum has prepared a proposal for additional services for Fiscal Year 2019 as attached.

Marcum has provided the Town with consistently superior services during prior engagements. Changing auditors will be an unnecessary additional burden to the finance staff, due to software conversions and staffing changes. Further, in an effort to deliver financial statements in a timely manner, a change in auditors would delay the effort.

The Town is required to undertake an annual independent financial audit. The fee will be \$62,000 and there is sufficient funding in the FY 2020 budget for this expense. Should the Town be required to have a single audit performed because it spent more than \$750,000 in either federal or state grant funds, additional pre-negotiated fees would be required. The only potential grants would be Federal Emergency Management Agency (FEMA) funds reimbursing the Town for declared disasters.

The Administration recommends approval of the resolution that would re-engage the Town's current external auditors.

Reviewed by: DT

Prepared by: JDG



**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING AN  
ENGAGEMENT LETTER WITH MARCUM LLP FOR  
FINANCIAL AUDITING SERVICES FOR FISCAL YEAR  
ENDING SEPTEMBER 30, 2019; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Commission wishes to continue engaging the firm of Marcum LLP (the “Auditor”) for professional auditing services for the fiscal year ending on September 30, 2019; and

**WHEREAS**, the Auditor has provided the Town with a proposed Auditing Services Engagement Letter (the “Agreement”); and

**WHEREAS**, the Town Commission finds that approving the Agreement with the Auditor in substantially the form attached hereto as Exhibit “A,” together with such changes as may be required by the Town Manager and/or Town Attorney, is in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.      Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.      Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A,” together with such changes as may be acceptable to the Town Manager.

**Section 3.      Authorization.** That the Town Manager is hereby authorized to execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

**Section 4.      Implementation.** That the Town Manager and/or designee are authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5.      Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen \_\_\_\_\_

Commissioner Michael Karukin \_\_\_\_\_

Commissioner Tina Paul \_\_\_\_\_

Vice Mayor Daniel Gielchinsky \_\_\_\_\_

Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch

Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

August 9, 2019

Honorable Mayor, Town Commission and Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP (“Marcum,” the “Firm,” “we,” “us” or “our”) are to provide Town of Surfside, Florida (the “Town,” “you” or “your”) for the fiscal year ending September 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the fiscal year ending September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town’s basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Schedule of Changes in Town’s Net Pension Liability and Related Ratios
- 3) Schedule of Town Contributions – Pensions
- 4) Schedule of Changes in Town’s Total OPEB Liability and Related Ratios
- 5) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Town’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to

the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the basic financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance, as applicable
- 2) Combining and Individual Fund Statements and Schedules

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance and Florida Single Audit Act report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the Florida Single Audit Act and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Town Commission and Town Manager.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the Town's attorneys as part of the engagement, and they may bill the Town for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance, if applicable; federal award programs and state projects, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with provision of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will

not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement*, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As applicable, you are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance) in conformity with the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General including its form and content, is fairly presented in accordance with Uniform Guidance the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation

letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, related notes, and any other nonaudit/nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit/nonattest services by designating an individual, preferably from senior management (the finance director), with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

We will make the distribution of our reports and the financial statements to the Honorable Mayor, Town Commission, Town Manager and the finance director. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information

contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

Sandra Novoa, MMC, Town Clerk  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33129  
(305) 861-4863  
[snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)

### **Communication with Those Charged with Governance**

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

### **Reproduction of Auditors' Report**

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

If the Town elects to issue public debt and not have us associated with the proposed offering. We agree that our association with the proposed offering is not necessary providing that the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.



Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP, also has not performed any procedures relating to this official statement.

### **Assistance By Your Personnel**

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

### **Background Checks**

As a matter of Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

### **Independence**

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates. Furthermore, we strive to staff your engagement with quality, superbly trained professionals. In recognition of the extensive investment we have made to recruit and develop our personnel, we ask that you agree to the following. In the event that any of our employees accepts a position of employment with your organization, or any of its related parties at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

### **Access to Working Papers**

#### **Confidentiality/Access to Working Papers**

To the extent that, in connection with this engagement, Marcum comes into possession of your proprietary or confidential information, Marcum will not, except as described herein, disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining to the subject matter of this engagement letter, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by you to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than you, your employees or agents which Marcum believes is not prohibited from disclosing such information to Marcum by obligation to you, (iv) is known by Marcum prior to its receipt from you, your employees or agents without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by you or your employees or agents to Marcum of such information. In addition, you acknowledge and agree that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as your independent auditors.

The working papers prepared in conjunction with our engagement are the property of Marcum LLP and constitute confidential information, subject to Florida's Public Records Law, to the extent applicable. These working papers will be retained by us in accordance with applicable laws and our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

### **Third-Party Service Providers**

The Firm may, from time to time, and depending on the circumstances, use third-party service providers to assist us with the audit of your financial statements. We may share confidential information about you with the third-party service providers, but remain committed to maintaining the confidentiality of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. Furthermore, the Firm will remain responsible for the work performed by such third-party service providers.

### **Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law**

**AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:**

*This Firm and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.*

*This Firm and the Town each expressly agree and acknowledge that the Circuit Court of the 11<sup>th</sup> Judicial Circuit, in and for the Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.*

*The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Town and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.*

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 and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation.

You and we agree that our respective liability to the other arising out of this engagement or services provided shall not exceed the total amount paid for the services, including all direct and indirect charges and out-of-pocket expenses, described herein. This shall be the maximum monetary liability of each party to the other.

No action, regardless of form, arising out of the services under this engagement may be brought by either party more than one calendar year after the date of the last services provided under this engagement.

Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, The Town hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising as a direct result of a known, intentional or willful misrepresentation of fact that is provided by the Town to the Firm for a matter applicable to the services which are the subject of and being provided by the Firm under this engagement letter, regardless of whether such person was acting in the Town's interest. Firm shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Firm's performance or non-performance of the services which are the subject of this engagement letter and any provision of this engagement letter. Firm shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Firm's performance or non-performance of this engagement letter. This foregoing indemnification will survive termination of this engagement.

### **Other Services**

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Town's with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your Organization. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will be pleased, at your request to attend your Commission meeting(s).

### **Timeline**

Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Fees**

Our fee for these services will be based on the actual time spent at our discounted hourly rates. Invoices shall be submitted in sufficient detail to demonstrate compliance with this engagement letter. Our discounted hourly rates vary according to the level of the personnel assigned to your engagement. Our invoices for these fees will be rendered as the work progresses, and are due and

payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 60 days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on your organization of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services can be completed for an amount not to exceed of \$62,000 (same fee as the FY 2018 audit) (excluding any federal, State or compliance audits noted below) for the fiscal year ending September 30, 2019. The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If the Town is required to undergo a single audit in accordance with the Uniform Guidance for the fiscal year ending September 30, 2019, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

If the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor general of the State of Florida for the fiscal year ending September 30, 2019, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

### **Agreement**

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

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.

If you agree with the terms of our engagement, as described in this letter please sign this PDF version of the engagement letter and return it to us.

Michael D. Futterman, CPA is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.



Town of Surfside, Florida

August 9, 2019

Page 14

This agreement is renewable at the option of the Town. We appreciate the opportunity to be of service to Town of Surfside and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP



Michael D. Futterman, CPA  
Partner

MDF/cmk

**ACCEPTED**

This letter correctly sets forth the agreement of Town of Surfside, Florida

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **APPENDIX A**

### **Town of Surfside, Florida Circumstances Affecting Timing and Fee Estimate**

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control.
4. Significant new issues or unforeseen circumstances as follows:
  - a. New accounting issues that require an unusual amount of time to resolve.
  - b. Changes or transactions that occur prior to the issuance of our report.
  - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
  - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



**TOWN OF SURFSIDE**  
**PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN**  
**REQUEST FORM**  
**OFFICE OF THE TOWN CLERK**

**Request for:** Proclamation \_\_\_\_ Certificate X Key \_\_\_\_ Brick \_\_\_\_ (check one)

Received  
08/20/2019

**Date of Request:** August 16, 2019

**Name of Requestor:** Daniel Gielchinsky, Vice-Mayor

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone / E-Mail:** \_\_\_\_\_

**Name of Individual / Organization to be honored:**

Isaac Salver, Bay Harbor Islands Council member

**Title for Proclamation or Certificate:**

Certificate of Appreciation for Outstanding Public Service

**Date of Recognition:** October 10, 2019

**Reason for Recognition (*Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation*):**

WHEREAS, the Florida League of Cities has recently announced that Bay Harbor Islands Council Member and Florida League of Cities First Vice President Isaac Salver will be the incoming President of the League; and

WHEREAS, this position is a fine exemplification of the decades of public service that Isaac Salver has selflessly devoted to the community; and

WHEREAS, Isaac Salver was first elected to the Bay Harbor Islands Town Council in 1999, and served as the Vice Mayor in 2003-2004 and the Mayor in 2004-2005; and

WHEREAS, Isaac Salver has served on the Executive Board of the Miami-Dade County League of Cities since 2002 and was elected President in 2005; and

WHEREAS, Isaac Salver was elected to the Board of Directors of the Florida League of Cities in 2003, appointed Board Liaison to the Municipal Finance and Taxation Committee in 2005, served as Vice Chairman to the Florida League of Cities' Intergovernmental Relations Committee and was appointed Chairman of the Intergovernmental Relations Committee sub-committee on Education in 2002; and

WHEREAS; Isaac Salver served as Chairman of the Bay Harbor Islands Employee Retirement Trust from 2000-2004; and



# TOWN OF SURFSIDE

## PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

### OFFICE OF THE TOWN CLERK

WHEREAS, Isaac Salver has held leadership roles in several community and not-for-profit organizations over the last two decades,

**Document is to be:**

- Presented at a Commission Meeting in October 2019 (*month / year*)
- Presented at the following event \_\_\_\_\_ (*Please attach event information to the request form*)
- Picked up by \_\_\_\_\_ on \_\_\_\_\_ (*date*)

**Administrative Use Only**

Proclamation \_\_\_\_\_ Certificate \_\_\_\_\_ Key \_\_\_\_\_ Coin \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ If no, state reason: \_\_\_\_\_

Approved Date: \_\_\_\_\_

Date Submitted for Mayor's Signature: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Completed by: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 3I

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Memorandum of Understanding Between The Town of Surfside, The Village of Bal Harbour, and The Town of Bay Harbor Islands

Members of the community have expressed concerns about school overcrowding.

In order to address this issue and finding that the Miami-Dade School Board does not have the resources to monitor attendance by the established school attendance boundaries, the Town of Bay Harbor Islands has signed a Memorandum of Understanding with the Miami-Dade County School Board ("School Board").

Presently, the Town of Bay Harbor Islands contributes \$10,000.00 to the School Board in order to have staff assigned to ascertain that students live within the attendance boundary for Ruth K. Broad Bay Harbor K-8 Center.

This review covers the entire school attendance boundary.

In order to contribute to the effort, it is recommended that the Town of Surfside participates in the effort by paying one third of the total amount to the Town of Bay Harbor Islands.

Monitoring this program contributes to alleviate potential overcrowding created by students who do not live in the attendance boundary or who do not have a legitimate reason to attend Ruth K. Broad Bay Harbor K-8 Center.

Prepared by: GO

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS RELATING TO A SCHOOL ADDRESS VERIFICATION PLAN CONTRIBUTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”), the Village of Bal Harbour, and the Town of Bay Harbor Islands (collectively, the “Tri-Cities”) are municipalities located within Miami-Dade County, Florida that border each other; and

**WHEREAS**, many children who are residents of the Tri-Cities attend Ruth K. Broad K-8 Center School (the “School”), which is located in the Town of Bay Harbor Islands; and

**WHEREAS**, the Town of Bay Harbor Islands executed a Program Grant Agreement with the Miami-Dade County School Board (the “School Board”) for an Address Verification Plan (the “Verification Plan”) in order to allow the School Board to take certain efforts to ensure that only children who have a primary residence within the School’s attendance boundaries attend the School; and

**WHEREAS**, the School Board requires an extra part-time employee to administer the Verification Plan and a \$10,000 contribution in order to fund the employee (the “Employee Contribution”); and

**WHEREAS**, the Tri-Cities wish to equally share the cost of the Employee Contribution as the Verification Plan will benefit the children who reside in the Tri-Cities; and

**WHEREAS**, the Town Commission finds that approving a Memorandum of Understanding (the “Agreement”) in substantially the form attached hereto as Exhibit “A,” among the Tri-Cities for purposes of sharing in the cost of the Verification Plan is in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.



**Section 2.**     **Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A.”

**Section 3.**     **Authorization.** That the Town Manager is hereby authorized to execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Implementation.** That the Town Manager and/or designee are authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF SURFSIDE, THE  
VILLAGE OF BAL HARBOUR, AND THE TOWN  
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

**WHEREAS**, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

**WHEREAS**, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

**WHEREAS**, Bay Harbor Islands executed a Program Grant Agreement for Town of Bay Harbor Islands Address Verification Plan ("Verification Plan") with the Miami-Dade County School Board ("School Board") in which, the School Board shall take certain efforts to ensure that only children who have a primary residence within the School's attendance boundaries attend the School; and

**WHEREAS**, the School Board informed Bay Harbor Islands that it requires an extra part-time employee to administer the Verification Plan and that the School Board requires a \$10,000.00 contribution in order fund its extra part-time employee ("Employee Contribution"); and

**WHEREAS**, the Parties wish to equally share the cost of the Employee Contribution as the part-time employee will benefit the children who reside within the School boundaries in Surfside, Bal Harbour, and Bay Harbor Islands and attend the School; and

**WHEREAS**, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

**NOW, THEREFORE**, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Employee Contribution.
3. The Employee Contribution applicable to each Party is \$3,333.33<sup>1</sup>
4. Bal Harbour, Bay Harbor Islands, and Surfside's obligations under this MOU are solely limited to their financial contribution of \$3,333.33, each. Nothing in this agreement permits, and Bal Harbour, Bay Harbor Islands, and Surfside do not have the ability to exercise, any control over

---

<sup>1</sup> The anticipated Employee Contribution of \$10,000.00 divided by 3 equals \$3,333.33.

any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any part-time (or full time) person(s) employed by the School Board. Under no circumstance shall this MOU provide the basis for any claim that: a) the part-time School Board employee is an employee or agent of Bal Harbour, Bay Harbor Islands, or Surfside; or b) Bal Harbour, Bay Harbor Islands, or Surfside are a "joint employer" of the School Board's part-time employee or are in any way responsible for the actions or inactions of the School Board's part-time employee. The School Board shall be solely responsible for the employment of the School Board's part-time employee and payment of salary, wages, and fringe benefits, if any, to the School Board's part-time employee. The School Board shall be solely responsible for any employment based claims made by the School Board part-time employee, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.

5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of the Verification Plan, a copy of which is attached hereto as Composite Exhibit "A."

**Town of Bay Harbor Islands, Florida**

By:   
J.C. Jimenez, Town Manager

Date: 8/12/19

**Town of Surfside, Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Bal Harbour, Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

J.C. Jimenez, Town Manager

Date: \_\_\_\_\_

8/12/19

**Town of Surfside, Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Bal Harbour, Florida**

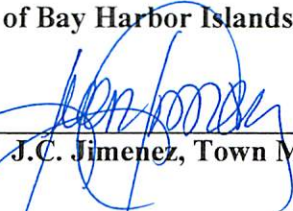
By: \_\_\_\_\_

Date: \_\_\_\_\_

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By:  \_\_\_\_\_  
J.C. Jimenez, Town Manager

Date: 8/12/19

**Town of Surfside, Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Bal Harbour, Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_



## PROGRAM GRANT AGREEMENT

### FOR

#### TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("School Board"). (The Town and School Board shall be collectively referred to as the "Parties" or, individually, as a "Party").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

#### Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing June 1, 2018 and continuing during the Term, the Parties shall implement the Town of Bay Harbor Islands Address Verification Plan ("Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2019, as set forth herein, and in Exhibit "A," hereto. Any amendments to the Plan must be agreed to in writing by the Parties. The funding amounts shall be finalized ninety (90) days prior to the commencement of a school year.

(b) The School Board agrees to administer the Plan commencing on June 1, 2018 at the Ruth K. Broad Bay Harbor K-8 Center (the "School"). The Plan shall apply to: 1) all children who seek to register as students at the School; 2) children who are already registered at the School; and 3) if the School Board receives information or learns of information that a child may have a Primary Residence (defined below) that is outside of the School's attendance boundaries ("Boundary"). (Each such child is referred to hereinafter as a "Student").

(c) Throughout the Term, the School Board shall provide the Town Manager with a report containing the number of Students enrolled in the School broken down by the aggregate number of Students by grade level whose Primary Residence (defined below) is inside and outside the Boundary, and number of **approved** Students whose Primary Residence is outside of the Boundary ("Report"). The School Board shall provide to the Town with an updated Report, quarterly, that shall include the progress and results of the implementation of the Plan and the items set forth in Section 1(c)(2), below. The Report shall break down the data for the School on the Boundary. The Parties agree that the Report(s), the Plan, and the activities required by this Agreement shall comply with the privacy requirements of the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the Florida Education Code, and School Board Policies and Procedures. School Board Policies and Procedures, including any updates, can be found online at <http://www.neola.com/miamidade-fl/>. The Parties acknowledge and agree that other than as



contained in the Report(s), a Student's personal information "Personal Information") shall not be provided to the Town.

(1) The Report(s) shall include the following information, if applicable (Exhibit "D"):

- a. Number of letters mailed to Students enrolled;
- b. Number of letters returned after mailing;
- c. Number of students residing outside the Boundary;
- d. Number of transfer Students;
- e. Number of Students transferred to their home school;
- f. Number of Students granted an exemption to the Boundary requirements for the month.

(d) The Parties acknowledge and agree that the children of active military personnel who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the Student's Primary Residence (defined below) is in the Boundary.

(e) For the purpose of this Agreement, the term Primary Residence shall mean "the home in which the Parent(s) (defined below) designate as their homestead or live with the Student a majority of the time during the School year. The term Parent(s) shall mean "either or both biological or adoptive parent(s) of the Student, the Student's legal guardian(s), or a person exercising supervisory authority over the Student in place of the Student's biological parent(s), pursuant to Section 1000.21(5), Florida Statutes (as amended)".

(f) By October 15 of every school year during the Term, address verification letters shall be mailed to all Parents by U.S. mail at the expense of the School Board. A sample address verification letter can be found under Exhibit "C".

## Section 2. Funding

(a) The Parties agree that the School Board shall utilize the Lexis/Nexis software ("Software") for address verification purposes and the Town shall reimburse the School Board for all expenses related to the Software, up to the amount of \$1,500.00, each School year without prior written permission. After spending more than \$1,500.00 during each School year, the School Board shall seek approval of the Town, for block increments of \$1,000.00, per increment. The School Board shall obtain consent from the Parent(s) who register the Student prior to conducting an address verification using the Software. The sample consent form is attached hereto and incorporated herein as Exhibit "D". The consent form shall be included in the registration package.

All results obtained based on the address verification conducted utilizing the program must be verified prior to taking further action.

(b) The Parties agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town fails to provide adequate funding for the use of Software in any School Year, the School Board shall have no obligation to carry out the

Plan.

(c) Town agrees to reimburse the School Board for the verification letters mailed by priority mail with a tracking number. The School Board shall invoice the Town with the aggregate number of letters mailed and cost per mailing.

### Section 3. Resolution of Disputes

If the Parties are unable to resolve any dispute in which there may be a disagreement concerning their respective rights, duties or responsibilities under this Agreement, the Parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each Party shall bear their own attorneys' fees and costs.

### Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this Agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the Parties for an additional two (2) School years, on the same terms and conditions as provided herein, provided that the Party seeking an extension gives written notice to the other Party of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other Party agrees in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if the Agreement is terminated prior to the end of 2018-2019 School year. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of a School year.

### Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson  
Town Manager  
Town of Bay Harbor Islands  
9665 Bay Harbor Terrace  
Bay Harbor Islands, FL 33154  
Phone: 305-866-6241  
Fax: 305-866-4863

cc: Frank C. Simone, Esq.  
Assistant Town Attorney  
701 Brickell Avenue, Suite 1550  
Miami, FL 33131  
Phone: 305-221-8000  
Email: Frank@franksimone.com

Superintendent  
The School Board of Miami-Dade County, Florida  
1450 N.E. 2<sup>nd</sup> Avenue, Room 912  
Miami, Florida 33132

Copy to:  
School Board Attorney  
1450 N.E. 2<sup>nd</sup> Avenue, Room 430  
Miami, Florida 33132  
Phone: 305-995-1304  
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

#### Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between the body of this Agreement and the provisions in the incorporated Exhibits, then the body of this Agreement shall prevail. Words defined in the body of this Agreement, shall have the same meaning in the Exhibits.

#### Section 8. Counterparts Clause

This Agreement may be executed in counterparts and shall constitute originals documents for all purposes.

Section 9. Assignment

Neither party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement. The School Board shall not be required to indemnify the Town for the Town's own negligence or intentional acts.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this Agreement. The Town shall not be required to indemnify the School Board for the School Board's own negligence or intentional acts.

Section 12. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all attorneys' fees and costs Venue shall be in Miami-Dade County, Florida.

Section 13. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

**PROGRAM GRANT AGREEMENT  
FOR  
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

(as to the School Board):

  
\_\_\_\_\_  
School Board Attorney      Date 11/6/18


**THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA**

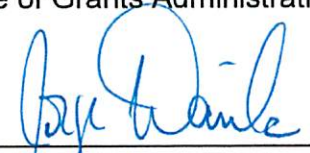
BY:   
\_\_\_\_\_  
(Superintendent of Schools or Designee)  
Tabitha G. Fazzino  
DESIGNEE

Date: 12/3/18

**SUBMITTED BY:**

\_\_\_\_\_  
Charge Location Administrator      Date

Aranda R. Mendy-Cortez 11/20/18  11/14/18  
\_\_\_\_\_  
Office of Grants Administration      Date      Principal      Date

 11/5/18  
\_\_\_\_\_  
Risk Management      Date

 11/14/18  
\_\_\_\_\_  
Region      Date

**PROGRAM GRANT AGREEMENT**

**FOR**

**TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

By:   
STEPHANIE BRUDER  
MAYOR

**ATTEST:**

  
MARLENE M. SIEGEL  
TOWN CLERK

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS**

  
FRANK C. SIMONE, ESQ.,  
ASSISTANT TOWN ATTORNEY



## **EXHIBIT "A"**

### **Town of Bay Harbor Islands Address Verification Plan**

Pursuant to School Board Policy 5112, the School Board shall verify the Primary Residence of all Students, except the School teachers' children, approved transfers, or Town employees approved pursuant to School Board Policy 5120, through Welcome Letters, Verification Letters, and the Software.

#### **Welcome Letters**

On or before March 1, 2018 and each School year thereafter, the School Board shall send the welcome letter similar to the letter attached hereto as Exhibit "B" to all Parent(s) ("Welcome Letter"). In the event that a Welcome Letter is returned to the School Board or School as undelivered (a "Returned Letter"), the School Board shall send a Verification Letter (Exhibit "C") within fourteen (14) days of its receipt of a Returned Letter.

#### **Verification Letters**

In the event that the School Board or School receives a Returned Letter or other information that may lead to a reasonable suspicion that a Student does not have a Primary Residence within the Boundary, the School Board shall verify the Primary Residence by sending a letter similar to the letter attached to Exhibit "B" to all Parent(s) ("Verification Letter"). The Verification Letter shall request information to verify the Primary Residence pursuant to School Board Policy 5112. Response to the Verification Letter shall be due no later than 30 days from date of mailing. The Verification Letter(s) shall be mailed to the residence designated by the Parents. If the content of the Verification attached Letter is revised substantially, the School Board shall provide a copy to the Town before mailing for the Town's review. The Verification Letter shall be mailed by priority mail with a tracking number to the Parents at the expense of the Town.

#### **Review of Verification Documents**

The School Board shall review all verification documents provided by Parents to determine if Students are properly assigned to the School. Post Office boxes, private mail box addresses or commercial establishment addresses are not valid to prove Primary Residence. If a Parent provides a post office box, private mail box address or commercial establishment address, the proper Primary Residence verification documentation shall be requested.

#### **Investigation of Primary Residence**

The School Board shall investigate in all instances in which there is a reasonable suspicion that a Student does not have a Primary Residence within the Boundary. Such a reasonable

suspicion may be prompted by return, as undeliverable, of the Welcome Letter or Verification Letter, unique feeder patterns based upon previous school attendance, search of property appraiser records, or other information provided by the Town or the residents of the Town. Reasonable suspicion shall not be based on actual or perceived race, color, religion, national origin, or immigration status. The School Board shall verify addresses by the Software, telephone calls to Parent(s) or house visits. The telephone calls or house visits shall commence no later than two (2) weeks from the deadline to respond to the Verification Letter. On an as needed basis, the School Board may utilize a School Resource Officer to conduct house visit(s) to gain access to multi-family buildings.

### **Withdrawal of Violators**

If the Parent(s) cannot prove that they have a Primary Residence within the Boundary and if no valid School Board exception applies, the School Board shall follow School District protocol to withdraw the Student and refer the Student back to the Student's home school. Each transfer request will be reviewed on a case by case basis and the determination will be based on the hardship and in the best interest of the Student.

**EXHIBIT "B"**  
**(Sample Welcome Letter)**

October 20, 2017

Via First Class U.S. Mail

Dear Bobcats,

It is hard to believe that we have already reached the end of the first marking period of the 2017-2018 school year! We are well on our way to a spectacular year full of achievements and accomplishments! I am so happy to be part of this dynamic, successful school community and appreciate the warm welcome, as I begin my first year as a Bobcat.

First and foremost, **CONGRATULATIONS** to every Bobcat for complete dedication to their academic courses of study, devotion to caring about each other and commitment to being the best students and human beings! For the 18<sup>th</sup> consecutive year, Bobcats rate at the top of the academic scale as they achieve another "A+" from the State of Florida Department of Education!!! This accomplishment proves that our entire community, with the guidance of our teachers, administration, and staff, support from parents and community organizations has and will continue to move us forward as we strive to assist all students to reach their full academic potential, through rigorous instruction and a student-centered classroom environment.

Our commitment is to provide the necessary tools for each of our students to learn academically, grow emotionally, and become self-confident with whom they are and the actions and decisions they make as they relate with the world around them. We promise to set high standards, challenge and motivate our students to put forth maximum effort and reach their personal and school wide goals.

We expect every Bobcat to show honesty, respect, responsibility, fairness, caring, and citizenship. We will model the same characteristics daily and together we will empower ourselves to make Ruth K. Broad Bay Harbor K-8 Center the absolute best school in the universe! We are committed to our "Start with Hello" program and promise to do whatever it takes to teach proper communication, patience, and tolerance.

I am very grateful to all our families, community partners, PTA, Shepard Broad Foundation, the Town of Bay Harbor, Village of Bal Harbour, and the Town of Surfside for all your continuous support of our children. A special "Thank You" goes out to our PTA, which coordinated a very successful booster-thon campaign, which will assist in enhancing the campus and repair items lost to Hurricane Irma. I thank those that are PTA members and encourage all families to join. We are blessed for all the tender loving care we receive on a daily basis. We ask you to once again be part of the winning combination we proudly call our Bobcat Family!

Lastly, enclosed please find the recently approved revised calendar for this school year. The School Board has added January 19 and April 20 as regular school days due to days lost during the storm.

Sincerely,

Scott Saperstein

Principal

**Exhibit "C"**  
**(Sample Verification Letter)**

Date: \_\_\_\_\_

Dear Parent(s):

In a joint effort between the Town of Bay Harbor Islands and The School Board of Miami-Dade County, Florida, Ruth Broad/Bay Harbor K-8 Center is now conducting address verification meetings for each of the students enrolled at the school. It is imperative that you adhere to the schedule below and come to school with the required documents. Failure to comply with this request may place your child's enrollment at the school in jeopardy.

You have been scheduled for address verification during the week of \_\_\_\_\_

Please bring the following **original** and **current** documents to Ruth Broad/Bay Harbor K-8 Center office between 8:00 a.m. – 3:30 p.m. any day during this week.

- The most current FPL bill for residence with your name
- Lease/Deed or Rental Agreement
- Letter from home owner's association or leasing office

Your documents will be reviewed and copied by the address verification designee. If the appropriate documents verifying your address are not provided, your child may be withdrawn from this school.

Documents will not be accepted from students. If you have any questions, please contact \_\_\_\_\_ at (305) \_\_\_\_\_

Thank you for your continued support and understanding concerning this matter.

Sincerely,

Principal  
\_\_\_\_\_

# EXHIBIT "D"

## TOWN OF BAY HARBOR MONTHLY SUMMARY DATA LOG

| Ruth K. Broad Bay Harbor K-8 |                 |          |                      |          |                  |   |                        |  |  |
|------------------------------|-----------------|----------|----------------------|----------|------------------|---|------------------------|--|--|
| Monthly Summary Data Log     |                 |          |                      |          |                  |   |                        |  |  |
|                              | Welcome Letters |          | Verification Letters |          | # of Home Visits | # of Students Residing Outside Boundaries | # of Transfer Students | # of Students Transferred to Home School | # of Students Granted Exemption to Boundary Requirements |
|                              | Mailed          | Returned | Mailed               | Returned |                  |   |                        |  |  |
| <b>MONTHLY TOTAL:</b>        | -               | -        | -                    | -        |                  | -   | -                      | -  | -  |
| <b>CUMMULATIVE TOTAL:</b>    | -               | -        | -                    | -        |                  | -   | -                      | -  | -  |



**PROGRAM GRANT AGREEMENT**  
**FOR**  
**TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

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(b) The School Board agrees to administer the Plan commencing on June 1, 2018 at the Ruth K. Broad Bay Harbor K-8 Center (the "School"). The Plan shall apply to: 1) all children who seek to register as students at the School; 2) children who are already registered at the School; and 3) if the School Board receives information or learns of information that a child may have a Primary Residence (defined below) that is outside of the School's attendance boundaries ("Boundary"). (Each such child is referred to hereinafter as a "Student").

(c) Throughout the Term, the School Board shall provide the Town Manager with a report containing the number of Students enrolled in the School broken down by the aggregate number of Students by grade level whose Primary Residence (defined below) is inside and outside the Boundary, and number of **approved** Students whose Primary Residence is outside of the Boundary ("Report"). The School Board shall provide to the Town with an updated Report, quarterly, that shall include the progress and results of the implementation of the Plan and the items set forth in Section 1(c)(2), below. The Report shall break down the data for the School on the Boundary. The Parties agree that the Report(s), the Plan, and the activities required by this Agreement shall comply with the privacy requirements of the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the Florida Education Code, and School Board Policies and Procedures. School Board Policies and Procedures, including any updates, can be found online at <http://www.neola.com/miamidade-fl/>. The Parties acknowledge and agree that other than as

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- e. Number of Students transferred to their home school;
- f. Number of Students granted an exemption to the Boundary requirements for the month.

(d) The Parties acknowledge and agree that the children of active military personnel who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the Student's Primary Residence (defined below) is in the Boundary.

(e) For the purpose of this Agreement, the term Primary Residence shall mean "the home in which the Parent(s) (defined below) designate as their homestead or live with the Student a majority of the time during the School year. The term Parent(s) shall mean "either or both biological or adoptive parent(s) of the Student, the Student's legal guardian(s), or a person exercising supervisory authority over the Student in place of the Student's biological parent(s), pursuant to Section 1000.21(5), Florida Statutes (as amended)".

(f) By October 15 of every school year during the Term, address verification letters shall be mailed to all Parents by U.S. mail at the expense of the School Board. A sample address verification letter can be found under Exhibit "C".

## Section 2. Funding

(a) The Parties agree that the School Board shall utilize the Lexis/Nexis software ("Software") for address verification purposes and the Town shall reimburse the School Board for all expenses related to the Software, up to the amount of \$1,500.00, each School year without prior written permission. After spending more than \$1,500.00 during each School year, the School Board shall seek approval of the Town, for block increments of \$1,000.00, per increment. The School Board shall obtain consent from the Parent(s) who register the Student prior to conducting an address verification using the Software. The sample consent form is attached hereto and incorporated herein as Exhibit "D". The consent form shall be included in the registration package.

All results obtained based on the address verification conducted utilizing the program must be verified prior to taking further action.

(b) The Parties agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town fails to provide adequate funding for the use of Software in any School Year, the School Board shall have no obligation to carry out the

Plan.

(c) Town agrees to reimburse the School Board for the verification letters mailed by priority mail with a tracking number. The School Board shall invoice the Town with the aggregate number of letters mailed and cost per mailing.

### Section 3. Resolution of Disputes

If the Parties are unable to resolve any dispute in which there may be a disagreement concerning their respective rights, duties or responsibilities under this Agreement, the Parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each Party shall bear their own attorneys' fees and costs.

### Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this Agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the Parties for an additional two (2) School years, on the same terms and conditions as provided herein, provided that the Party seeking an extension gives written notice to the other Party of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other Party agrees in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if the Agreement is terminated prior to the end of 2018-2019 School year. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of a School year.

### Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson  
Town Manager  
Town of Bay Harbor Islands  
9665 Bay Harbor Terrace  
Bay Harbor Islands, FL 33154  
Phone: 305-866-6241  
Fax: 305-866-4863

cc: Frank C. Simone, Esq.  
Assistant Town Attorney  
701 Brickell Avenue, Suite 1550  
Miami, FL 33131  
Phone: 305-221-8000  
Email: Frank@franksimone.com

Superintendent  
The School Board of Miami-Dade County, Florida  
1450 N.E. 2<sup>nd</sup> Avenue, Room 912  
Miami, Florida 33132

Copy to:  
School Board Attorney  
1450 N.E. 2<sup>nd</sup> Avenue, Room 430  
Miami, Florida 33132  
Phone: 305-995-1304  
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

#### Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between the body of this Agreement and the provisions in the incorporated Exhibits, then the body of this Agreement shall prevail. Words defined in the body of this Agreement, shall have the same meaning in the Exhibits.

#### Section 8. Counterparts Clause

This Agreement may be executed in counterparts and shall constitute originals documents for all purposes.

#### Section 9. Assignment

Neither party hereto may assign this Agreement without the prior written consent of the other Party hereto.

#### Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

#### Section 11. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement. The School Board shall not be required to indemnify the Town for the Town's own negligence or intentional acts.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this Agreement. The Town shall not be required to indemnify the School Board for the School Board's own negligence or intentional acts.

#### Section 12. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all attorneys' fees and costs Venue shall be in Miami-Dade County, Florida.

#### Section 13. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.




**PROGRAM GRANT AGREEMENT  
FOR  
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

**THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA**

(as to the School Board):

  
\_\_\_\_\_  
School Board Attorney      11/6/18  
Date


BY:   
\_\_\_\_\_  
(Superintendent of Schools or Designee)  
Tabitha G. Fazzino  
DESIGNEE  
Date: 12/3/18

**SUBMITTED BY:**

\_\_\_\_\_  
Charge Location Administrator      Date

  
\_\_\_\_\_  
Office of Grants Administration      11/20/18  
Date

  
\_\_\_\_\_  
Risk Management      11/5/18  
Date

  
\_\_\_\_\_  
Principal      11/14/18  
Date

  
\_\_\_\_\_  
Region      11/19/18  
Date



PROGRAM GRANT AGREEMENT

FOR

TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By:   
STEPHANIE BRUDER  
MAYOR

ATTEST:

  
MARLENE M. SIEGEL  
TOWN CLERK

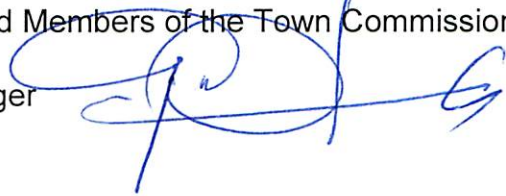
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS

  
FRANK C. SIMONE, ESQ.,  
ASSISTANT TOWN ATTORNEY



# MEMORANDUM

ITEM NO. 3J

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** September 10, 2019  
**Subject:** Summer Camp Bus Invoices

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The Town of Surfside, Summer Camp Program, has previously arranged each year for the transportation of summer camp participants with a reputable motor coach company. The motor coach transports an average of eighty summer participants throughout the ten-week summer program. The motor coach is scheduled for the transportation of the participants for trips ranging from a minimum of twenty miles to as far as seventy miles.

The Parks and Recreation Department hosts a ten-week summer camp program with participants ranging from 6 – 12 years old. With varying age groups and time span of the camp, the program travels to field trip locations within Miami-Dade, Broward and Palm Beach Counties. The accessibility and creativity of these field trip locations is part of the successful long-standing program.

The total cost of the motor coach usage is \$11,970 for the 2019 summer camp program. The funds are budgeted through the operating budget (other current charges – summer camp) for the full amount.

The Town of Surfside, Parks and Recreation Department, has utilized the motor coach company for over ten years. The stability of the use from the repeat vendor has contributed to the efficiency of the program and long-standing working relationship. The specific motor coach company is a preferred vendor with multiple municipal recreation agencies. Therefore, recommending to waive the competitive bidding process.

Staff requests a motion to approve the after the fact purchase, waiving procurement resolution. Authorizing for the approval of the expenditure for the 2019 Summer Camp Program motor coach bus for the total amount of \$11,970.

Reviewed by: SW/TM

Prepared by: RF/SW

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF SUMMER CAMP BUS SERVICES FOR 2019 FROM ACADEMY; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$11,970.00 FROM THE PARKS AND RECREATION OPERATING FUND 2018/2019 BUDGET; PROVIDING FOR WAIVER OF COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-12 OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Parks & Recreation Department provides a ten week summer camp, which includes travel to various field trips locations thereby necessitating the use of bus services for the participants; and

**WHEREAS**, Academy (“Academy”) has been providing summer camp and other bus services to the Town (“Services”) for over ten years and has proven to be reliable and efficient in providing the services, and has provided the attached Invoice for the 2019 summer camp Services at a cost of \$11,970.00, as set forth in the Invoice attached hereto as Exhibit “A”; and

**WHEREAS**, in accordance with Section 3-12 of the Town of Surfside Code of Ordinances, the Town wishes to waive competitive procurement of the Services and finds that it is in the best interests of the Town to obtain the Services in light of the long-standing vendor relationship and the reliability and efficiency of Academy in providing the services; and

**WHEREAS**, The Town Commission finds that it is in the best interest of the Town to approve and authorize the purchase of the Services in accordance with the Invoice attached hereto as Exhibit “A” in the amount of \$11,970.00, and authorize the expenditure of funds from the Parks & Recreation Department Operating Fund Budget for 2018/2019.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above and foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization to Purchase Services and Expend Funds.** The purchase of the Services is hereby approved and the Town Manager is authorized to expend the amount of \$11,970.00 from the Parks & Recreation Department Operating Fund Budget 2018/2019.

**Section 3. Procurement Waived.** In accordance with Section 3-12 of the Town's Code of Ordinances, competitive procurement of the Services is waived for the reasons stated in this Resolution.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement the purchase of the Services and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2019.

Motion by: \_\_\_\_\_,

Second by: \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**EXHIBIT “A”**

**QUOTE/PURCHASE ORDER**

# Academy

P.O. Box 1410, 111 Paterson Avenue, Hoboken, New Jersey 07030

Miami Division

Tel: 305-688-7700

Fax: 305-681-8134

## STATEMENT

TOWN OF SURFSIDE PARKS & RECREATION  
9301 COLLINS AVENUE  
SURFSIDE, FL 33154

From 1/1/2015 To 8/15/2019

Date 8/15/2019

Acct # 076040

| Date     | CTC #   | Cust PO # | Group           | Notes                   | Total     | Applied | Balance   |
|----------|---------|-----------|-----------------|-------------------------|-----------|---------|-----------|
| 06/14/19 | 8229908 |           | TOS SUMMER CAMP | COCONUT COVE WATERPARK  | 1,400.00  | 0.00    | 1,400.00  |
| 06/17/19 | 8229909 |           | TOS SUMMER CAMP | MONKEY JOES             | 400.00    | 0.00    | 400.00    |
| 06/19/19 | 8229910 |           | TOS SUMMER CAMP | X-TREME ROCK CLIMBING   | 475.00    | 0.00    | 475.00    |
| 06/26/19 | 8229911 |           | TOS SUMMER CAMP | FLORIDA PANTHERS ICEDEN | 475.00    | 0.00    | 475.00    |
| 07/01/19 | 8229912 |           | TOS SUMMER CAMP | REBOUNDERZ              | 400.00    | 0.00    | 400.00    |
| 07/03/19 | 8229913 |           | TOS SUMMER CAMP | IN THE GAME             | 400.00    | 0.00    | 400.00    |
| 07/05/19 | 8229914 |           | TOS SUMMER CAMP | QUIET WATER PARK        | 650.00    | 0.00    | 650.00    |
| 07/08/19 | 8229915 |           | TOS SUMMER CAMP | FUNDERDOME              | 450.00    | 0.00    | 450.00    |
| 07/10/19 | 8229916 |           | TOS SUMMER CAMP | OFF THE WALL            | 400.00    | 0.00    | 400.00    |
| 07/12/19 | 8229917 |           | TOS SUMMER CAMP | EVERGLADES HOLIDAY PARK | 380.00    | 0.00    | 380.00    |
| 07/12/19 | 8229918 |           | TOS SUMMER CAMP | DAVE AND BUSTERS        | 780.00    | 0.00    | 780.00    |
| 07/15/19 | 8229919 |           | TOS SUMMER CAMP | WOW FACTORY             | 400.00    | 0.00    | 400.00    |
| 07/15/19 | 8229920 |           | TOS SUMMER CAMP | LASER QUEST             | 380.00    | 0.00    | 380.00    |
| 07/19/19 | 8229921 |           | TOS SUMMER CAMP | PLANET AIR SPORTS       | 400.00    | 0.00    | 400.00    |
| 07/19/19 | 8237692 |           | TOS SUMMER CAMP | COCONUT COVE WATERPARK  | 665.00    | 0.00    | 665.00    |
| 07/26/19 | 8229922 |           | TOS SUMMER CAMP | RAPIDS WATER PARK       | 2,340.00  | 0.00    | 2,340.00  |
| 07/29/19 | 8229923 |           | TOS SUMMER CAMP | OFF THE WALL            | 400.00    | 0.00    | 400.00    |
| 07/31/19 | 8229924 |           | TOS SUMMER CAMP | IFLY                    | 475.00    | 0.00    | 475.00    |
| 08/15/19 | 8229925 |           | TOS SUMMER CAMP | YOUNG AT ART MUSEUM     | 700.00    | 0.00    | 700.00    |
| Total:   |         |           |                 |                         | 11,970.00 | 0.00    | 11,970.00 |

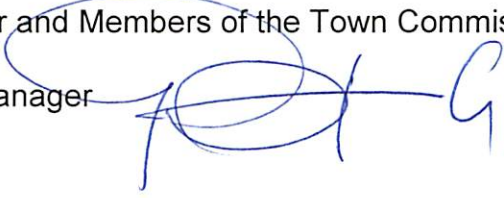




## MEMORANDUM

ITEM NO. 3K

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** September 10, 2019

**Subject:** Resolution of the Town Commission to accept the FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety Grant for 2019-2020.

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In response to data that shows traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of crashes, and that the financial impacts and suffering caused by these crashes are significant, the Town seeks to mitigate these types of traffic crashes. The Surfside Police Department sought grant funding to perform proactive details and public outreach to target the unsafe behaviors and actions of all road users including motorists, pedestrians, and bicyclists. The Florida Department of Transportation (FDOT) has made grant funding available for law enforcement agencies to conduct High Visibility Enforcement (HVE) operations for pedestrian and bicyclist safety.

The Surfside Police Department has investigated a number of pedestrian/bicycle involved traffic crashes on Harding Avenue between 94<sup>th</sup> Street and 96<sup>th</sup> Street, and on 96<sup>th</sup> Street between Collins Avenue and Abbott Avenue. These locations contain the Town's business district, high occupancy residential dwellings, and religious institutions. The police department researched and determined that the FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety Grant for 2019-2020, would assist in our traffic crash mitigation initiatives and allow for overtime funding to perform these initiatives.

The Surfside Police Department is eligible to receive \$6,000.00 from the time period of grant acceptance to May 2020. The police department plans to initiate traffic enforcement and educational details on a weekly basis between 3-6 hours with two officers per detail to target the grant's objectives. There is no cost impact on the Police budget as the overtime is funded by the FDOT HVE Grant.

Staff recommends that a Resolution of the Town Commission be approved to accept the FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety Grant for 2019-2020.

Prepared by: Chief J. Yero

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A \$6,000 PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION THROUGH A GRANT WITH THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC.; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) has been awarded a \$6,000 Pedestrian and Bicycle Safety High Visibility Education and Enforcement Campaign (the “Campaign”) grant (the “Grant”) from the Florida Department of Transportation through a grant from the University of North Florida Training and Services Institute, Inc. d/b/a Institute of Police Technology and Management (“IPTM”); and

**WHEREAS**, the purpose of the Campaign is to develop and implement effective community level visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists; and

**WHEREAS**, the goal of the Campaign is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida’s roads; and

**WHEREAS**, the Town desires to accept the Grant and authorize the Town Manager to execute the Letter of Agreement and Contract (the “Agreement”) with the IPTM in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that this Resolution in the best interest of the Town and will promote the health, safety, and welfare of the Town and its residents and visitors.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.     Acceptance.** That the Town Commission accepts the Grant.

**Section 3.**     **Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit "A," together with such changes as may be acceptable to the Town Manager.

**Section 4.**     **Authorization.** That the Town Manager is hereby authorized to execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

**Section 5.**     **Implementation.** That the Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 6.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

August 13, 2019

Mr. Al Roop, Assistant Director  
Institute of Police Technology and Management  
University of North Florida  
12000 Alumni Drive  
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:  
Communication and High Visibility Enforcement  
Project Number: 433144-1-8404  
Contract Number: G1B36

Dear Mr. Roop:

We have reviewed the attached draft subcontract agreement with the **Surfside Police Department** for High Visibility Enforcement in the amount of **\$6,000.** and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 15, 2020 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at [trenda.mcpherson@dot.state.fl.us](mailto:trenda.mcpherson@dot.state.fl.us) or (850) 414-4025.

Sincerely,

Trenda McPherson, FCCM  
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File

[www.fdot.gov](http://www.fdot.gov)

## Letter of Agreement and Contract

In this contract between the Surfside Police Department ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 15, 2020.

**Total contract amount will not exceed \$6,000.00**

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 15, 2020. The final invoice must be received by June 1, 2020 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

**CANCELLATION:** This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.



## EXHIBIT "A"

### SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

#### I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

#### II. PURPOSE:

In 2017, 3,116 people lost their lives in traffic crashes on Florida's roadways. More than 25% of them were pedestrians (659) and more than 4% were bicyclists (128).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

#### III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media will may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.



#### IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall submit detail activity reports that document the education and enforcement outputs for each detail conducted during the contract period.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the times of day pre-approved by the FDOT (each detail location may have different pre-approved times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* Beginning July 1, 2019, roll call videos and online quizzes do not qualify.

Note: The four (4) hour classroom-based training is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement

officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form or other documentation provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

#### **APPROVED PERSONNEL LIST**

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to participate in overtime details under this agreement. The name and fully-loaded hourly overtime rates to be used for each officer must be submitted with the personnel authorization. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as need to add officers and update overtime pay rates.

#### **INVOICES**

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due. Vendor must use the invoice template provided by IPTM.
- **Timesheets** to include total hours worked for each individual officer. Total hours include hours worked on this contract and all regular hours that the officers worked during the billing period. The timesheets should clearly indicate that the hours charged to this HVE contract are overtime hours. All hours must be documented and the documentation submitted with each invoice. Vendor may use the supplied Personnel Services Timesheet template. Vendor may also use agency timesheet records as long as all regular work hours and the overtime HVE detail hours are shown. If the vendor uses its own agency timesheet records, it is requested that the location of each HVE detail be written beside the corresponding overtime entry.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total

costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity Reports:** Vendor shall submit detail activity reports in a format and through an online portal designated by IPTM. The reports will document each detail conducted and show the officers assigned, date, times, location, contacts made, number of materials distributed, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists for each statute. Detail Activity Reports shall be consistent with the corresponding invoices and payroll documentation.

All invoices must include the dates of service (to/from) and the following certification statement: "All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted." The certification statement must be signed by an authorized agent of the Vendor. Invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to [ped.bike.safety@iptm.org](mailto:ped.bike.safety@iptm.org)

#### **PRE-APPROVED HVE LOCATIONS**

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Pre-approved locations will be listed on the FY 2020 Approved HVE Locations Form supplied by IPTM. Each pre-approved location will have clearly defined boundaries, times of day in which the overtime details can be worked, and an approval date.

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor can submit a Supplemental HVE Location Approval Request Form. If approved, the location(s) will be added to the FY 2020 Approved HVE Locations Form and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

#### **REQUESTS FOR ADDITIONAL FUNDING**

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and detail activity reports
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount



Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 28, 2020.

#### **NON-DISCRIMINATION AND ETHICAL STANDARDS**

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0700-0799/0760/0760.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html)

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

#### **CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.**

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

#### **CONSEQUENCES FOR NON-PERFORMANCE**

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be

pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

## **EXHIBIT "B"**

### **EFFORT SUMMARY PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

#### **QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES**

- Approximately 80 personnel overtime hours will be worked at approved locations and during approved times during the contract period.
- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

#### **PERFORMANCE MEASURES**

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Reports
- Proof of media engagements
- Proof of overtime hours worked

**Total contract amount not to exceed: \$6,000.00**

## Letter of Agreement and Contract

University of North Florida Training and Services Institute, Inc.  
d/b/a Institute of Police Technology and Management

\_\_\_\_\_  
Shari Shuman, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cameron Pucci, Director

\_\_\_\_\_  
Date

**VENDOR ACKNOWLEDGEMENT:** By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

**Vendor Name:** \_\_\_\_\_  
Surfside Police Department

**Address:** \_\_\_\_\_  
9293 Harding Ave., Surfside, FL 33154

\_\_\_\_\_  
Vendor's Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

FDOT ACTUAL SERVICES AGREEMENT  
REVIEWED AND APPROVED

*Shari Shuman* 13 Aug 19  
STATE BICYCLE PEDESTRIAN  
SAFETY PROGRAM MANAGER

\_\_\_\_\_  
FDOT APPROVAL

8  
Surfside Police Department



**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G0Y79  
State and Federal Requirements:**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards [www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:**

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

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

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the contract scope of work as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. **Only costs directly related to the approved scope of services within the attached contract shall be allowable.**

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace**, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.



(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Manager's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation  
Attn: Trena McPherson, State Bicycle Pedestrian Safety Program Manager  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

#### Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:



- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

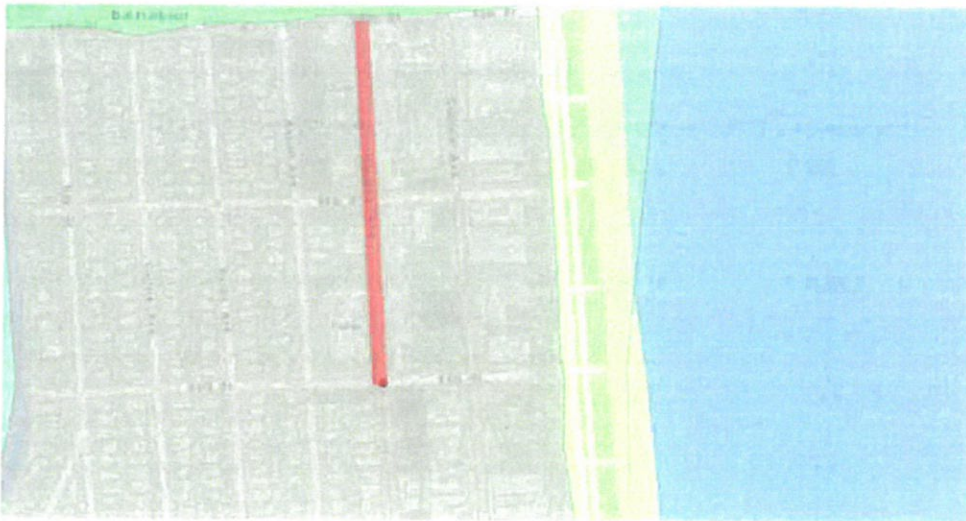


**2019-2020 Pedestrian and Bicycle Safety  
High Visibility Education and Enforcement Campaign  
Site Location Approval Request**

**Agency Name:** Surfside PD

**HVE Location Number:** 1

**HVE Location Description:** Harding Ave from 94<sup>th</sup> St to 96<sup>th</sup> St



**Pedestrian/Bicycle crashes occurred most often and HVE details are to be authorized between:**

All Day

**Prepared by:**

Jessica Harden 8/12/19

**Name** **Date**

**FDOT Approval**

Jim Peterson 13 Aug 19

**Name** **Date approved**

☒ **APPROVED**

**2019-2020 Pedestrian and Bicycle Safety  
High Visibility Education and Enforcement Campaign  
Site Location Approval Request**

**Agency Name:** Surfside PD

**HVE Location Number:** 2

**HVE Location Description:** 96<sup>th</sup> St from Collins Ave to Abbott Ave



**Pedestrian/Bicycle crashes occurred most often and HVE details are to be authorized between:**

All Day

**Prepared by:**

Jessica Harden 8/12/19

**Name**

**Date**

**FDOT Approval**

Stephenson 13 Aug 19

**Name**

☒ **APPROVED**

**Date approved**



# MEMORANDUM

ITEM NO. 3L

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Amending and Restating Section 125 Flexible Benefits Plan

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In 1998, the Town adopted a Flexible Benefits Plan ("the Plan"), qualified under the Internal Revenue Code. The Plan consisted of a premium only portion, a flexible spending arrangement, and a dependent care assistance plan. These plans are funded solely from pre-tax contributions of the Town's employees. The Town only incurs minimal expenses incidental to the operation of the Plan. No additional staff or budgetary impact is expected. The absence of a written plan document could jeopardize the tax treatment of the employees' contributions.

The Resolution and its attached Plan documents will allow the Town to demonstrate compliance with the Internal Revenue Code. The Administration recommends the adoption of the Resolution and the amended and restated Plan document comprising "Exhibit A" of the Resolution.

Reviewed by: DT

Prepared by: JDG

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING AN  
AMENDED AND RESTATED SECTION 125 FLEXIBLE  
BENEFITS PLAN FOR THE TOWN; PROVIDING FOR  
AUTHORIZATION AND IMPLEMENTATION OF THE  
AMENDED AND RESTATED PLAN; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) on October 1, 1998, adopted an Internal Revenue Code Section 125 (“the IRS Code”) Premium Only Plan, a Section 125 Health FSA Plan, and a Section 129 Dependent Care Assistance Plan (hereinafter collectively referred to as the “Section 125 Flexible Benefits Plan” or “the Plan”); and

**WHEREAS**, the Plan allowed for pre-taxed insurance, medical benefits and dependent care expenses; and

**WHEREAS**, the Town desires to update and reconfirm the Plan, and has prepared the attached Amended and Restated Plan document, which it believes complies with the IRS Code, and is attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that adopting the Amended and Restated Plan is in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:**

**Section 1.**     **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Adoption of the Amended and Restated Plan.** The Amended and Restated Section 125 Flexible Benefits Plan, attached as “Exhibit A,” is hereby adopted.

**Section 3.**     **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Amended and Restated Plan.

**Section 4.**     **Effective Date.** This Resolution shall become effective immediately upon adoption, with the Amended and Restated Plan’s effective date to be September \_\_, 2019.

**PASSED AND ADOPTED** on this \_\_ day of September 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney





**TO: TOWN OF SURFSIDE**

**RE: AMENDED SECTION 125 FULL CAFETERIA PLAN DOCUMENT W/HSA MODULE**

To follow please find the contents for your Section 125 Cafeteria Plan Document notebook. Each new section is divided by a page showing the Section/Tab number (i.e. Section 1 – Premium Only Plan, Section 2 – Health FSA Plan Document, etc.).

**Instructions only IF YOU DID NOT ALSO ORDER A PRINTED, MAILED DOCUMENT:**

- 1) We recommend that you print the Cover Page in color on cardstock.
- 2) We recommend that you print Index/Table of Contents on card stock or item # AVE12171.
- 3) Print the rest of the document on three-hole punched paper (or three-hole punch after the document is printed).
- 4) Place all pages from Sections 1, 2, 3, 4 and 5 in a one-inch ring-bound notebook, to be used as your Section 125 Cafeteria Plan Document notebook.
- 5) The Resolution to Amend should be executed by the authorized person (have someone witness the signing) and then placed in front of Section 1 (in front of Tab 1).
- 6) Section 1 is your new Premium Only Plan Document w/HSA. Place all pages of the Plan Document after Tab 1. The authorized person should sign the new Plan Document on the signature page at the end of the Plan Document and have someone witness the signing. Schedules A, B, and C should be completed either by hand or download a Microsoft Word Copy of these forms at: [www.CoreDocuments.com/forms.php](http://www.CoreDocuments.com/forms.php).
- 7) Section 2 is your new Health FSA Plan Document. Place all pages of the Health FSA after Tab 2. The authorized person should sign the new Plan Document on the signature page at the end of the Plan Document and have someone witness the signing.
- 8) Section 3 is your new Dependent Care FSA Plan Document. Place all pages of the Dependent Care FSA after Tab 3. The authorized person should sign the new Plan Document on the signature page at the end of the Plan Document and have someone witness the signing.
- 9) Section 4 is your new Summary Plan Description with Schedules A, B, C, D and E. Schedules A, B, and C should be completed before distribution to employees. These are the same Schedules A, B and C in Section 1 and can be copied for this Section.
- 10) At the end of Section 4 are your Salary Reduction Election Forms, Claim Forms and Change Form. Place these forms after the Summary Plan Description.
- 11) Section 5 is a complete outline of the Cafeteria Plan Regulations. Keep a blank copy of all non-discrimination testing forms. Place the Administration Guide and Non-Discrimination Testing Forms after Tab 5.

# 2019 | **SECTION 125**

## CAFETERIA PLAN DOCUMENT



**Premium Only Plan     1**  
**Document**

**Health FSA                     2**  
**Plan Document**

**Dependent Care               3**  
**Assistance Plan**  
**Document**

**Summary Plan                4**  
**Description & Forms**

**Administering                5**  
**Section 125**  
**Flexible Benefit Plans**

## SUMMARY OF PLAN SPONSOR RESPONSIBILITIES

As the Plan Sponsor/Administrator, you will have sole responsibility to comply with all plan administration, implementation, amendments, filing, reporting, disclosure and plan compliance requirements imposed by the plan, ERISA, the Internal Revenue Code or any other applicable law, specifically including, but not limited to:

- Reviewing the sample documents (plan, summary plan description, salary redirection agreements and nondiscrimination information) with legal counsel, executing the Plan Adoption Agreement before the first day of the plan year, and distributing the summary plan description to employees on or before their enrollment date.
- Ensuring that only common law employees participate in the plan [employees of companies described in IRC Section 414 (b), (c) or (m) and listed in the plan as participating affiliates may also participate] and ensuring that the terms of its plan document are enforced.
- Conducting initial and annual enrollments, and collecting signed Salary Redirection Agreements from employees prior to their effective date of participation. (In the absence of a valid change in status, currently eligible employees should be enrolled *prior to* the plan effective date.)
- Form 5500 Annual Returns have been suspended for Premium Only Plans. However, you may be required to file a Form 5500 Annual Return for the component benefit plans offered through the Premium Only Plan (*component benefit plans would be any self-funded or partially self-funded health plans sponsored by you through ERISA, Medical Flexible Spending Accounts (FSA) with more than 100 employees are still required to file a Form 5500*).
- Performing nondiscrimination testing required by the Internal Revenue Code (including, but not limited to: ensuring that a nondiscriminatory classification of employees is eligible for the plan, that contributions and benefits do not discriminate in favor of highly compensated employees, and that no more than 25% of the total pre-tax benefits is received by officers and owners). Additional nondiscrimination testing may be required for the component benefits offered through the cafeteria plan (including insurance and flexible spending account benefits). You will be responsible to perform nondiscrimination testing. Nondiscrimination testing should be performed shortly after enrollment and again if there is a significant change in employee participation.
- Determining whether election changes are permissible in accordance with the provisions of the plan and Internal Revenue Code requirements.
- Ensuring that benefits offered under the plan qualify for inclusion in a Section 125 Premium Only Plan.
- Retaining documentation relating to plan operations that may be requested in an IRS or Department of Labor audit of plan operations - including, but not limited to: nondiscrimination testing information, executed copies of the plan, salary redirection agreements, plan amendments, resolutions adopting the plan, and Form 5500s - for seven years after the close of each plan year.
- Employers with 20 or more employees must provide COBRA continuation of the Health FSA benefits to those employees with a positive FSA Account balance on the date of the COBRA qualifying event.

## **Section 125 and W-2 Reporting**

Where do I report Section 125 Plan benefits on my employees' Form W-2s?

Dependent Care benefits are shown in box 10. Health Savings Account contributions are shown in box 12, code W. Contributions to a medical reimbursement account are not specifically shown.

*Effective January 1, 2012, most employers are required to report the cost of employer-sponsored health coverage in box 12, code DD. Refer to IRS Notices 2010-69 and 2011-28, and to your tax professional for more details and proper reporting.*

The Federal and Social Security wages will be decreased by all pre-tax contributions. The State taxable income for most States will be the same as the Federal wage amount. The Local Wage box may not match the Federal amount. Many localities do not recognize these plans, so local tax (if any) might be on unreduced pay, before pre-tax deductions. If so, the Local box will show higher wages than the Federal/Social Security boxes.

## **Section 125 and State Income Tax**

The states generally follow Section 125 federal law in their tax treatment of flex plan contributions. Some states, such as New Jersey, California, Alabama, and Pennsylvania, may not permit some or all pre-taxed salary reduction contributions to be exempt from state income tax. Check with your state Department of Revenue or taxing authority.

## **Section 125 and Local Income Tax**

Some cities and municipalities impose their own income taxes on salary reduction contributions to flex plans. Please contact your accountant for specific flex plan salary reduction local taxation issues.

## **Section 125 and State Unemployment Tax**

Currently, most states impose unemployment taxes on flex plan contributions. Please contact your accountant or tax specialist for information on whether your state unemployment taxes may be exempt on flex plan contributions.

## **Section 125 and Form 1099 Reporting Requirements**

If you pay health care providers directly through a Medical Expense Reimbursement Plan you are required to file a Form 1099-MISC for each health care provider for whom payments exceed \$600 per year. Thus, you may want to limit reimbursements to only plan participants.

## Company Owners and Section 125?

**Question 1:** When do owners or shareholders have to be excluded from a Section 125 plan?

**Answer:** In all cases except for:

1. ownership of shares in a C-Corporation, and
2. ownership of 2% or less in an S-Corporation.

Put another way the partners, members of an LLC, sole proprietors, or greater than 2% shareholders of an S corporation) cannot participate in a Premium Only Plan

!

**Question 2:** When can a company owner (whose spouse is also an employee) make use of pre-tax dollars in a Section 125 Plan? The owner holds 100% of the company ownership. Assume that discrimination is not an issue.

**Answer:** Code §125(d)(1)(a) states that all participants in a cafeteria plan must be employees. The proposed regulations at §1.125-1 define what is meant by "employee."

The term "employees" includes present and former employees of the employer. All employees who are treated as employed by a single employer under subsections (b), (c), or (m) of section 414 are treated as employed by a single employer for purposes of section 125. The term "employees" does not, however, include self-employed individuals described in section 401(c) of the Code.

Further, it appears that persons who own more than 2 percent of the shares of an S corporation are not considered "employees." (An S corporation is a corporation that has elected to be treated as an "S" corporation for income tax purposes, pursuant to subchapter S of the normal income tax provisions in the Code.) See Code section 1372, which states that for purposes of the "fringe benefits" portions of the Code an S corporation is treated as a partnership and a more than 2 percent shareholder of the S corporation is treated as a partner of such partnership.

Remember to apply the "attribution" rules of Code section 318. The spouse of a 100% owner of an S corporation, or the spouse of an LLC (Limited Liability Company) owner, or a sole proprietorship, who is not employed by the company, would be considered to be the 100% owner as well. In this question, therefore, neither the company owner nor the owner's spouse could participate in the cafeteria plan.

If the corporation is a C corporation for federal income tax purposes, nothing prevents the 100% owner of the corporation's shares from participating. He or she could be an employee and therefore eligible for participation. The spouse of the 100% owner also would be eligible for participation even though attribution would apply to a C corporation owner's spouse.

A sole proprietor who employs his or her spouse (as a bona fide employee!) may not participate in a Section 125 plan, but the spouse may participate. This is because there are no shares to attribute in a sole proprietorship.

Incidentally, this method also applies to family health insurance coverage. The non-owning spouse could elect family coverage (covering, as a dependent, the spouse with 100% ownership of the company.) The health insurance premium would be completely deductible.



## **RESOLUTION TO AMEND**

PLACE THIS ONE PAGE IN FRONT OF TAB 1

**TOWN OF SURFSIDE  
RESOLUTION  
IRC SECTION 125  
FLEXIBLE BENEFITS PLAN**

**WHEREAS**, Town of Surfside has previously determined October 1, 1998 that it would be in the best interest of its employees to adopt a "Section 125 Premium Only Plan", "Section 125 Health FSA Plan", and "Section 129 Dependent Care Assistance Plan", herein referred to as "Section 125 Flexible Benefits Plan", allowing for pre-taxed insurance, medical benefits, and dependent care expenses, so-called; be it known that a vote was taken to amend and restate said Plan, and all were in favor.

**RESOLVED**, that Town of Surfside amend their so-called "Section 125 Flexible Benefits Plan", all in accordance with the specifications annexed hereto; and, be it known that the Town of Surfside Flexible Benefits Plan Document was executed June 19, 2019.

**RESOLVED FURTHER**, that the Company undertake all actions necessary to implement and administer said plan.

**IN WITNESS WHEREOF**, I have executed my name for the above named Company on June 19, 2019.

A True Record

ATTEST:

|         |     |                     |
|---------|-----|---------------------|
| _____   | By: | _____               |
| Witness |     | Christopher Wallace |

## **SECTION 1**

### **SECTION 125 PLAN DOCUMENT**

PLACE ALL PAGES OF THE PLAN DOCUMENT AFTER TAB 1

AUTHORIZED SIGNER SHOULD EXECUTE THE SIGNATURE PAGE  
AT THE END OF THE PLAN DOCUMENT

**TOWN OF SURFSIDE**  
**PREMIUM ONLY PLAN**

**PURPOSE**

The Town of Surfside Premium Only Plan ("Plan"), adopted by Town of Surfside effective October 1, 1998 is herein amended and restated effective June 19, 2019. The purpose of the Plan is to allow Employees of Town of Surfside and other Participating Employers, to choose between at least one permitted taxable benefit, such as cash compensation from existing income and at least one qualified benefit such as health care coverage under medical plan(s) (via salary reduction) sponsored by the Company.

Town of Surfside intends that the Plan qualify as a "cafeteria plan" under section 125 of the Internal Revenue Code of 1986 ("Code") as amended, and that the Medical Insurance Benefits that an Employee elects to receive under the Plan be eligible for exclusion from the Employee's income for federal income tax purposes.

Although this Plan has been reduced to writing in order to comply with section 125 of the Code, the Plan shall also serve as an amendment to each of the health plans described in Schedule A affected by its provisions in order to permit the benefits of this Plan to be fully implemented.

**Table of Contents**

*Section*

- 1 DEFINITIONS
- 2 PARTICIPATION IN THE PLAN
  - 2.1 Eligibility to Participate
  - 2.2 Procedure for and Effect of Participation
  - 2.3 Cessation of Participation
  - 2.4 Recommencement of Participation
  - 2.5 FMLA Leaves of Absence
  - 2.6 Non-FMLA Leaves of Absence
  - 2.7 Uniformed Service Under USERRA
  - 2.8 Definition of Dependent
- 3 BENEFITS
  - 3.1 Benefits Offered
  - 3.2 Premium Payment Benefits
  - 3.3 Election of Benefits
  - 3.4 Provision of Benefits
  - 3.5 Employer and Employee Contributions
  - 3.6 Nondiscrimination

- 3.7 Insurance Contracts
- 3.8 Using Salary Reduction to Make Contributions
- 3.9 Funding the Plan
- 4 IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS
  - 4.1 Irrevocability of Elections
  - 4.2 Procedure for Making New Elections if Exceptions to Irrevocability Applies
  - 4.3 Change in Status Defined
  - 4.4 Events Permitting Exceptions to Irrevocability Rule for All Benefits
  - 4.5 Election Modification For HSA Benefits May Be Changed At Any Time
  - 4.6 Election Modifications Required by Plan Administrator
- 5 PLAN ADMINISTRATOR
  - 5.1 Plan Administrator
  - 5.2 Powers of the Plan Administrator
  - 5.3 Reliance on Participant, Tables, etc.
  - 5.4 Provision for Third-Party Plan Service Providers
  - 5.5 Fiduciary Liability
  - 5.6 Compensation of Plan Administrator
  - 5.7 Bonding
  - 5.8 Insurance Contracts
  - 5.9 Inability to Locate Payee
  - 5.10 Effect of Mistake
- 6 PREMIUM ONLY PLAN MODULE
  - 6.1 Benefits
  - 6.2 Contributions for Cost of Coverage
  - 6.3 Medical Insurance Benefits Provided Under the Medical Insurance Plan
  - 6.4 Medical Insurance Benefits and COBRA
- 7 HSA MODULE
  - 7.1 Health Savings Account Option
  - 7.2 Contributions for Cost of HSA & Maximum Limits
  - 7.3 HSA Records
  - 7.4 Tax Treatment of HSA Contributions and Distributions
  - 7.5 Trust/Custodial Agreement
- 8 MISCELLANEOUS
  - 8.1 Amendment and Termination
  - 8.2 Effect of Plan on Employment
  - 8.3 Alienation of Benefits
  - 8.4 Facility of Payment
  - 8.5 Proof of Claim
  - 8.6 Status of Benefits
  - 8.7 Applicable Law
  - 8.8 Source of Benefits
  - 8.9 No Reversion to Employer

- 8.10 Severability
- 8.11 Heirs and Assigns
- 8.12 Headings and Captions
- 8.13 Information to be Furnished



*Section 1*

**DEFINITIONS**

The words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context, and pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural.

**“Adoption Agreement”** means the written agreement by which an Affiliated Company adopts this Plan.

**“Affiliated Company”** means:

A. any company which is a member of a controlled group of corporations with the Employer within the meaning of section 1563(a) of the Code, determined without regard to sections 1563(a) (4) and (e) (3) (C);

B. all organizations under common control with the Employer within the meaning of section 414 (c) of the Code;

C. all organizations which are included with the Employer in an affiliated service group within the meaning of section 414 (m) of the Code; or

D. any other entity required to be aggregated with the Employer pursuant to regulations under section 414 (o) of the Code.

**“Beneficiary”** means the person, persons or trust designated by written revocable designation filed with the Plan Administrator by the Participant to receive payments under this Plan, including the Participant and any dependents of a Participant.

**“Cash”** for purposes of section 125, cash means cash from current compensation (including salary reduction), payment for annual leave, sick leave, or other paid time off, severance pay, property, and certain after-tax employee contributions.

**“Change in Status”** has the meaning described in Section 4.3.

**“COBRA”** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**“Code”** means the Internal Revenue Code of 1986 as amended, and the same as may be amended from time to time.

**“Dependent”** has the meaning described in Section 2.8.

**“Effective Date”** means October 1, 1998; amended and restated June 19, 2019.

**“Eligible Employee”** means any non-union Employee regularly scheduled to work 30 or more hours per week for a Participating Employer.

**“Employee”** means an individual that the Employer classifies as a common-law employee, leased employee, or full time life insurance salesman, and who is on the Employer’s W-2 payroll, but does not include the following: (a) individuals classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; and (f) any more-than-2% shareholder in a Subchapter S corporation. The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

**“Employer”** means Town of Surfside and any other business organization which succeeds to its business and elects to continue this Plan.

**“Enrollment Period”** means the calendar month preceding the beginning of any Plan Year.

**“Entry Date”** means the first day of the month following completion of 30 consecutive days of active employment as an Eligible Employee.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, and the same as may be amended from time to time.

**“FMLA”** means the Family and Medical Leave Act of 1993, as amended.

**“Health Savings Account”** or **“HSA”** means a health savings account established under Code § 223. Such arrangements are individual trusts or custodial accounts, each separately established and maintained by an Employee with a qualified trustee/custodian.

**“High Deductible Health Plan”** means the high deductible health plan offered by the Employer that is intended to qualify as a high deductible health plan under Code § 223(c)(2), as described in materials provided separately by the employer. The High Deductible Health Plan may or may not be the sole Medical Insurance Plan eligible for pre-tax Salary Reduction funding hereunder.

**“Highly Compensated Employee”** means any Employee defined as such in section 414(q) of the Code.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**“HSA Benefits”** has the meaning described in Section 7.1.

**“HSA-Eligible Individual”** means an individual who is eligible to contribute to an HSA under Code § 223 and who has elected qualifying High Deductible Health Plan coverage offered by the Employer and who has not elected any disqualifying non-High Deductible Health Plan coverage offered by the Employer.

**“Key Employee”** means any Employee defined as such in section 416(I) (I) of the Code.

**“Medical Insurance Benefits”** means a health care coverage option, available from time to time under the Plan, as set forth in Schedule A hereto.

**“Participant”** means any Eligible Employee who has met the conditions for participation set forth in Section 2.

**“Participating Employer”** means Town of Surfside and any Affiliated Company that adopts this Plan with the consent of the Employer. As of the Effective Date, the Employer is the only Participating Employer.

**“Plan”** means the Town of Surfside Premium Only Plan which is described herein and as amended from time to time, and which is intended to constitute a separate, written Plan for the exclusive benefit of Eligible Employees.

**“Plan Number” or “PN”** assigned by Town of Surfside is 501.

**“Plan Sponsor”** means Town of Surfside.

**“Plan Year”** means the twelve-month period commencing each January 1 and ending on the subsequent December 31.

**“Premium Payment Benefits”** means the amount set aside for Medical Insurance Benefits under Section 3.2 and credited to the Participant’s Premium Only Account.

**“Premium Only Account”** means the account established in each Participant’s name as provided under Section 3.2 and which is used to record the allocation of Premium Payment Benefits for the expenditure of the Medical Insurance Benefits elected by a Participant.

**“Premium Expense”** means the expense identified with the Medical Insurance Benefits elected by a Participant in accordance with Section 3.2.

**“Qualified Benefits”** For purposes of section 125, Qualified Benefit means benefits excludible from an employee’s gross income under a specific provision of the Code and must not defer compensation, except as specifically allowed in section 125(d)(2)(B), (C) or (D). Examples of qualified benefits include the following: group-term life insurance on the life of an employee (section

79); or employer-provided accident and health plans. A cafeteria plan may also offer long-term and short-term disability coverage as a qualified benefit (see section 106). See paragraph (q) in Sec. 1.125-1 for nonqualified benefits.

**“QMCSO”** means a qualified medical child support order, as defined in ERISA Section 609(a).

**“Salary Reduction Agreement”** means a voluntary agreement whereby an Employee agrees to reduce his compensation for the forthcoming Plan Year (or, if the agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year) for purposes of obtaining the Medical Insurance Benefits offered by the Plan.

**“Spouse”** means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

## *Section 2*

### **PARTICIPATION IN THE PLAN**

**2.1 Eligibility to Participate.** Each Eligible Employee may elect to participate in the Plan if the Individual satisfies all of the following: (a) is an Employee of a Participating Employer; (b) is working 30 or more hours per week; and (c) has been employed by the Employer for 30 consecutive days. Eligibility shall also be subject to the additional requirements, if any, specified in the Medical Insurance Plan.

Self-employed individuals are not eligible to participate in the Plan. New proposed regulations make clear that:

- sole proprietors,
- partners,
- directors of corporations, and
- 2-percent shareholders of an S corporation

are not employees for purposes of this Plan. (C Corporation owners who are employees and a director of the Corporation are eligible to participate in the Plan in their capacity as an Employee).

**2.2 Procedure for and Effect of Participation.** An Eligible Employee may become a Participant in the Plan by executing a Salary Reduction Agreement under which the Employee agrees to reduce his Compensation for the forthcoming Plan Year (or, if such Salary Reduction Agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year). The Salary Reduction Agreement shall be governed by Section 3 hereof. By becoming a Participant, each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

An Eligible Employee's spouse or dependents can only receive benefits through the Plan if they are named on an Eligible Employee's qualifying policy. Eligible Employee's spouse or dependents can not participate in the Plan independently.

**2.3 Cessation of Participation.** A Participant will cease to be a Participant as of the earliest of:

- A. the date on which the Plan terminates;
- B. the date on which he ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for periods on the terms and subject to the restrictions described in Section 6.4;

- C. the first day of any Plan Year for which he has elected not to participate in the Plan;
- D. the date on which he revokes his election and elects not to participate in Medical Insurance Benefits, on account of and consistent with a change in family status in accordance with Section 4.3; or
- E. the date on which he fails to make a contribution in accordance with Section 3.5.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

Notwithstanding the foregoing, a former Eligible Employee who is absent by reason of sickness, disability, or other authorized leave of absence may continue as a Participant for so long as such authorized absence continues in accordance with such rules and regulations as the Participating Employer may direct.

**2.4 Recommencement of Participation.** If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.2. Notwithstanding the above, an election to participate in the Premium Payment Module will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee becomes ineligible for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 2.1 before again becoming eligible to participate in the Plan.

**2.5 FMLA Leaves of Absence.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Medical Insurance Benefit coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are



required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Medical Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Medical Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Medical Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Medical Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return

from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

**2.6 Non-FMLA Leaves of Absence.** If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 4.4(d) will apply.

**2.7 Uniformed Service Under USERRA.** A Participant who is absent from employment with the Employer on account of being in “uniformed service”, as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), may elect to continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the Participant fails to apply for reinstatement or to return to employment with the Employer. The Participant shall be responsible for making the required contributions during the period during which he or she is in “uniformed service”. The manner in which such payments are made shall be determined by the Plan Administrator, in a manner similar to Section 2.5 (regarding the payment of contributions with respect to FMLA Leave). A Participant whose coverage under the group health insurance plan is terminated on account of his or her being in “uniformed service”, and is later reinstated, shall not be subject to a new exclusion or waiting period requirement imposed by such group health plan and/or medical savings account, provided that such requirements would not have been imposed if coverage had not been terminated as a result of the “uniformed service”.

**2.8 Definition of Dependent.** Any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) a dependent means any child (as defined in Code § 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) a dependent means any child to whom IRS Rev. Proc. 2008-48 applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year), is treated as a dependent of both parents.

The definition of “Dependent” has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005 (WFTRA). An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following qualifying criteria now apply to be a "dependent child":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual does not provide more than half of his or her own support
- 3) The individual has the same place of residence as the taxpayer for more than half of the year
- 4) The individual does not turn age 19 (24 if a full-time student)\*, by the end of the Plan Year

In addition, the following qualifying criteria apply to be a "dependent relative":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual is not a qualifying child of any other taxpayer
- 3) The individual receives more than half of his or her support from the taxpayer
- 4) The individual's annual gross income is less than the Section 151 limit (this criteria does not apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22(e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

No person shall be considered a Dependent of more than one Employee. If both an Employee and an Employee's spouse are employed by Employer dependent children may be covered by either spouse, but not by both.

NOTE: the Internal Revenue Service (the "IRS") Notice 2010-38 (the "Notice") provides important guidance regarding the tax treatment of employer-provided health coverage to employees' adult children who have not attained age 27 as of the end of the employee's taxable year. Treasury regulations have been amended retroactively to March 30, 2010, to allow both the amounts paid by an employer for coverage for an employee's adult children and the amounts paid by (or reimbursed to) the employee for such coverage to be excluded from the employee's gross income, in the same manner as coverage that is provided to an employee's spouse or dependent defined under Section 152 of the Code. This coverage is provided to such adult child (as defined in Code § 152(f)(1)) regardless of whether the child satisfies the other requirements listed above. The Notice provides important guidance and further clarifications with regard to these issues.

### *Section 3*

#### **BENEFITS AND METHODS OF FUNDING**

**3.1 Benefits Offered.** When first eligible or during the Open Enrollment Period as described under Section 2.2, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Section 6. See Schedule A for a complete description of available benefits and refer to specific insurance premium rate sheets for individual maximum elective contribution.

**3.2 Premium Payment Benefits.** Upon proper election by a Participant in accordance with Section 3.3 herein, there shall be credited to each Participant's Premium Only Account any Premium Payment Benefits that correspond to the Participant's Salary Reduction Agreement determined in accordance with Section 3.3 hereof. Such Premium Payment Benefits shall not exceed the Premium Expense of the Medical Insurance Benefits elected, set forth in Schedule A attached hereto, as it may be revised by the Employer from time to time. The Participant's Premium Payment Benefits shall be credited as and when such sum is redirected from the Participant's compensation pursuant to the Salary Reduction Agreement then in effect. The Premium Payment Benefits shall be used to pay all or part of the Premium Expense of the Medical Insurance Benefits that the Participant has designated pursuant to Section 3.3. The Premium Expense paid on behalf of any Participant shall be a charge to the balance of his Premium Only Account. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

**3.3 Election of Benefits.** An Employee who first becomes eligible to participate in the Plan mid-year may elect to commence participation in one or more Benefits after eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the date in which participation will commence.

Each Eligible Employee shall submit to the Employer, before the close of the Enrollment Period for each Plan Year, or when Employee first becomes eligible, a Salary Reduction Form identifying the Medical Insurance Benefits to be provided by the Employer to or on behalf of the Eligible Employee. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described under Section 4.4.

Each election under this Section 3.3 may be modified by the Employer to the extent required to enable the Plan, and payments hereunder, to satisfy the requirements of Section 125 of the Code. If

an Eligible Employee separates from service with a Participating Employer during a period in which he is covered under Medical Insurance Benefits, the Employer may terminate the remaining portion of Medical Insurance Benefits coverage provided by the Plan. Any Participant or newly Eligible Employee who fails to execute an appropriate Salary Reduction Agreement during the Enrollment Period shall be deemed to have elected cash compensation (regular income) to the extent permissible.

**3.4 Provision of Benefits.** The Participating Employer shall provide the Medical Insurance Benefits the Participant has elected under the Plan. Eligibility for Premium Payment Benefits shall be subject to the additional requirements specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical Insurance Plan. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

**3.5 Employer and Employee Contributions.**

*Employer Contributions.* For Employees who elect Premium Payment Benefits, the Employer will contribute a portion of the Contributions (if applicable) as provided in the open enrollment materials furnished to Employees and/or on Election Form/Salary Reduction Agreement.

*Employee Contributions.* Employees who elect any of the Premium Payment Benefits, may pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement, or may pay with after-tax deductions.

If a Participant does not have sufficient Premium Payment Benefits to pay for the Medical Insurance Benefits elected, the Participating Employer is authorized to withhold the additional amounts from a Participant's pay on an after-tax basis to the extent required for said Medical Insurance Benefits.

Participants are required to increase or decrease their payments under the terms of the Plan and as required by the Plan Administrator, if there is an increase or decrease in the premium payments required by an independent, third party provider in order to maintain any Medical Insurance Benefits.

Notwithstanding the foregoing, Medical Insurance Benefits shall cease to be provided to a Participant if said Participant fails to make a contribution required under the terms of the Plan.

**3.6 Nondiscrimination.** Contributions and benefits under the Plan shall not discriminate in favor of Highly Compensated Employees; nor shall the aggregate cost of the Medical Insurance Benefits provided to Key Employees exceed 25% of the aggregate of such cost for the Medical Insurance Benefits provided to all Employees under the Plan. The Employer may limit or deny any

Employee's Salary Reduction Agreement to the extent necessary to avoid any such discrimination.

**3.7 Insurance Contracts.** Any dividends or retroactive rates or other refunds which may become payable under any Medical Insurance Benefits due to actuarial error in rate calculation shall be the exclusive property of and shall be retained by a Participating Employer.

**3.8 Using Salary Reductions to Make Contributions.** Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits and for the purposes of this Plan and the Code, are considered to be Employer contributions. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

**3.9 Funding the Plan.** All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf.



## Section 4

### IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS

**4.1 Irrevocability of Elections.** Except as described in this Article 4, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

### **4.2 Procedure for Making New Elections if Exception to Irrevocability Applies.**

- (a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 2.1 or during the Open Enrollment Period under Section 2.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.4, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.4(d) through 4.4(i), within 30 days after the events described in such Sections, or within 60 days for loss of Medicaid or CHIP coverage or notice of eligibility for a Premium Assistance Subsidy). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.
- (b) *Effective Date of New Election.* Elections made pursuant to this Section 4.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.4(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

**4.3 Change in Status Defined.** A Participant may make a new election upon the occurrence of certain events as described in Section 4.4, including a Change in Status, for the applicable Module. “Change in Status” means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status.* A change in a Participant’s legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents.* Events that change a Participant’s number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status.* Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual’s status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, and
- (e) *Change in Residence.* A change in the place of residence of the Participant or his or her Spouse or Dependents.

**4.4 Events Permitting Exceptions to Irrevocability Rule for All Benefits.** A Participant may change an election as described below upon the occurrence of the stated events for the applicable Module of this Plan:

- (a) *Open Enrollment Period* - A Participant may change an election during the Open Enrollment Period in accordance with Section 2.2.
- (b) *Termination of Employment* - A Participant’s election will terminate under the Plan upon

termination of employment in accordance with Sections 2.3 and 2.4, as applicable.

- (c) *Leaves of Absence* - A Participant may change an election under the Plan upon FMLA leave in accordance with Section 2.5 and upon non-FMLA leave in accordance with Section 2.6.
- (d) *Change in Status* - A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.3), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

- (1) *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 2.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a

result of divorce, annulment, or legal separation).

IRS Notice 2010-38 states that the applicable Treasury Regulations have been amended retroactively to March 30, 2010, to include Change in Status events covering children under age 27 who do not otherwise qualify as dependent children, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage.

(2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(e) *HIPAA Special Enrollment Rights* - If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan, as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise if:

- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had other coverage, and eligibility for such other coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, or the other coverage was non-COBRA coverage and employer contributions for such coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption. An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment

attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

- a Participant or their Dependent becomes eligible for a Premium Assistance Subsidy (60 day special enrollment period provided by CHIP Reauthorization Act effective April 1, 2009).
- a Participant or their Dependent loses Medicaid or CHIP coverage (60 day special enrollment period provided by CHIP Reauthorization Act effective April 1, 2009).

- (f) *Certain Judgments, Decrees and Orders* - If a judgment, decree, or order (collectively, an “Order”) resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage for a Participant’s child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant’s Spouse or former Spouse) provide coverage under that individual’s plan and such coverage is actually provided.
- (g) *Medicare and Medicaid* - If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid, but coverage for the unaffected Participants may not be canceled or reduced. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.
- (h) *Change in Cost* - For purposes of this Section 4.4(h), “similar coverage” means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA; (2) an HMO and a PPO are

considered to be similar coverage; and (3) coverage by another employer, such as a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

- (1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.
- (2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Insurance Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage (such as an HMO); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.
- (3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option (such as the PPO for the Medical Insurance Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the Benefit Package Option that has decreased in cost may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Insurance Plan); and (b) Employees who are otherwise eligible under Section 2.1 may elect the Benefit Package Option that has decreased in cost (such as



the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

- (i) *Change in Coverage* - The definition of “similar coverage” under Section 4.4(h) applies also to this Section 4.4(i).

(1) *Significant Curtailment*. If coverage is “significantly curtailed” (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a “Loss of Coverage” (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is “significant,” and whether a Loss of Coverage has occurred.

(a) *Significant Curtailment Without Loss of Coverage*. If the Plan Administrator determines that a Participant’s coverage under a Benefit Package Option under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO under the Medical Insurance Plan) during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO). Coverage under a plan is deemed to be “significantly curtailed” only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) *Significant Curtailment With a Loss of Coverage*. If the Plan Administrator determines that a Participant’s Benefit Package Option (such as the PPO under the Medical Insurance Plan) coverage under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either

prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO) or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) *Definition of Loss of Coverage.* For purposes of this Section 4.4(i)(1), a “Loss of Coverage” means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(2) *Addition or Significant Improvement of a Benefit Package Option.* If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 2.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively

change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (CHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s). Beginning April 1, 2009, employees and dependents are permitted to enroll in the Employer's group health insurance plan within 60 days of the loss of Medicaid or CHIP coverage.

- (4) *Change in Coverage Under Another Employer Plan.* A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

A Participant entitled to change an election as described in this Section 4.4 must do so in accordance with the procedures described in Section 4.2.

#### **4.5 Election Modifications For HSA Benefits May Be Changed Prospectively at Any Time**

As set forth in Section 7.1, an election to make a Contribution to an HSA can be increased, decreased or revoked at any time on a prospective basis. Such election changes shall be effective no later than the first day of the next calendar month following the date that the election change was filed. No Benefit Package Option election changes can occur as a result of a change in HSA election except as otherwise described in this Section 4. A Participant entitled to change an election as described in this

Section 4.5 must do so in accordance with the procedures described in Section 4.2.

**4.6 Election Modifications Required by Plan Administrator.** The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

## *Section 5*

### **PLAN ADMINISTRATOR**

**5.1 Plan Administrator.** The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

**5.2 Powers of the Plan Administrator.** The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit

consultants;

- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

**5.3 Reliance on Participant, Tables, etc.** The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

**5.4 Provision for Third-Party Plan Service Providers.** The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

**5.5 Fiduciary Liability.** To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

**5.6 Compensation of Plan Administrator.** Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

**5.7 Bonding.** The Plan Administrator shall be bonded to the extent required by ERISA.

**5.8 Insurance Contracts.** The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such



amounts are less than aggregate Employer contributions toward such insurance.

**5.9 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

**5.10 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

## *Section 6*

### **PREMIUM ONLY PLAN MODULE**

**6.1 Benefits.** The only Medical Insurance Benefits that are offered under the Premium Payment Module are benefits under the Medical Insurance Plan providing major medical benefits and other ancillary benefits outlined in Schedule A. Notwithstanding any other provision in this Plan, the Medical Insurance Benefits outlined in Schedule A are subject to the terms and conditions of the Medical Insurance Plans, and no changes can be made with respect to such Medical Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Module by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pre-tax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Module and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Section 4), such election is irrevocable for the duration of the Period of Coverage to which it relates. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

**6.2 Contributions for Cost of Coverage.** The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

**6.3 Medical Insurance Benefits Provided Under the Medical Insurance Plan.** Medical Insurance Benefits will be provided by the Medical Insurance Plan(s), not this Plan. The types and amounts of Medical Insurance Benefits, the requirements for participating in the Medical Insurance Plan, and the other terms and conditions of coverage and benefits of the Medical Insurance Plans are set forth in the Medical Insurance Plans. All claims to receive benefits under the Medical Insurance Plans shall be subject to and governed by the terms and conditions of the Medical Insurance Plan(s) and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

**6.4 Medical Insurance Benefits and COBRA.** Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Medical Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the

opportunity to continue on a self-pay basis the same coverage that he or she had under the Medical Insurance Plan the day before the qualifying event for the periods prescribed by COBRA. Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Medical Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Medical Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

## *Section 7*

### **HEALTH SAVINGS ACCOUNT (HSA) MODULE**

**7.1 HSA Benefits.** An Eligible Employee can elect to participate in the HSA Module by electing to pay the Contributions on a pre-tax Salary Reduction basis to the Employee's HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). As described in Section 4, such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

HSA Benefits cannot be elected with Health FSA Benefits unless the Limited (Vision/ Dental/ Preventive Care) Purpose or Post Deductible Health FSA Option is selected.

**7.2 Contributions for Cost of Coverage for HSA; Maximum Limits.** The annual Contribution for a Participant's HSA Benefits is equal to the annual benefit amount elected by the Participant (for example, if the maximum \$7,000 annual benefit amount is elected, then the annual contribution amount is also \$7,000). In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made. Effective January 1, 2019, the maximum HSA contributions amounts will be \$3,500 for single and \$7,000 for family coverage, indexed annually.

An additional catch-up Contribution (\$1,000 each year) may be made by HSA owners who are age 55 or older. In addition, the maximum annual Contribution shall be reduced by any matching (or other) Employer Contribution made on the Participant's behalf other than pre-tax Salary Reductions made under the Plan.

**7.3 Recording Contributions for HSA.** As described in Section 7.5, the HSA is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Participant, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward contributions that the Employee makes via pre-tax Salary Reductions - such a list is not an endorsement of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this

purpose. The Employer has no authority or control over the funds deposited in a HSA.

**7.4 Tax Treatment of HSA Contributions and Distributions.** The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

**7.5 Trust/Custodial Agreement; HSA Not Intended to Be an ERISA Plan.** HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

## *Section 8*

### **MISCELLANEOUS**

**8.1 Amendment and Termination.** The Employer may amend or terminate this Plan at any time. The Employer may amend this Plan retroactively to enable the Plan to qualify as a cafeteria plan under section 125 of the Code. No amendment shall deprive any Participant or Beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made; and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their Beneficiaries, except as may be specifically authorized by statute or regulation.

**8.2 Effect of Plan on Employment.** The Plan shall not be deemed to constitute a contract of employment between the Participating Employer and any Participant or to be consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Participating Employer or to interfere with the right of the Participating Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him or her as a Participant of this Plan.

**8.3 Alienation of Benefits.** No benefit under this Plan may be voluntarily or involuntarily assigned or alienated, except as provided pursuant to a Qualified Medical Child Support Order pursuant to Section 609 of ERISA and Section 8.4 hereof.

**8.4 Facility of Payment.** If the Employer deems any person incapable of receiving benefits to which he is entitled by reason of not having reached the age of majority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by a Participating Employer to disburse it, whose receipt shall be a complete acquittance therefore. Such payments shall, to the extent thereof, discharge all liability of the Participating Employer.

**8.5 Proof of Claim.** As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Plan Administrator may require either directly to the Plan Administrator or to any person delegated by him/her.

**8.6 Status of Benefits.** The Employer believes that this Plan is in compliance with section 125 of the Code and that it provides certain benefits to Employees which are tax free pursuant to other provisions of the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be



available. Any Participant, by accepting benefits under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus any interest as may be imposed.

**8.7 Applicable Law.** The Plan shall be construed and enforced according to the laws of the State of Florida to the extent not preempted by any federal law.

**8.8 Source of Benefits.** The Participating Employer and any insurance company contracts purchased or held by a Participating Employer shall be the sole sources of benefits under the Plan. No Employee or Beneficiary shall have any right to, or interest in, any assets of the Participating Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary.

**8.9 No Reversion to Employer.** At no time shall any part of Plan assets be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries, or for defraying reasonable expenses of administering the Plan.

**8.10 Severability.** If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

**8.11 Heirs and Assigns.** This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and Beneficiary.

**8.12 Headings and Captions.** The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

**8.13 Information to be Furnished.** Participants shall provide the Employer and/or Participating Employer with such information and shall complete and sign such forms and documents, as may reasonably be requested from time to time for the Purpose of administration of the Plan.

Amended Document Executed June 19, 2019

**TOWN OF SURFSIDE**

By: \_\_\_\_\_  
Christopher Wallace

Witness: \_\_\_\_\_

**TOWN OF SURFSIDE**

**Schedule A**

**MEDICAL CARE COVERAGE OPTIONS UNDER THE PLAN\*:**

**NAME OF COVERAGE**

Health Insurance  
HSA High Deductible Group Health Insurance  
HSA Tax-Free Savings Account  
Dental Insurance  
Vision Insurance  
Group Term Life Insurance (Employee Only)  
Disability Income-Short Term (STD)  
Disability Income-Long Term (LTD)  
Cancer Insurance  
Accidental Death and Dismemberment  
Intensive Care Insurance  
Accident Insurance  
Hospital Indemnity Insurance

\*The Employee contributions necessary to obtain the coverage options set forth in this Schedule A above will be communicated by the Employer to Eligible Employees at the time of Enrollment and in Schedule B. The required Employee contribution amounts will be considered as the maximum elective Employee contributions necessary for participation in each Plan option above. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

## TOWN OF SURFSIDE

### Schedule B

#### FORMULA FOR EMPLOYEE CONTRIBUTIONS UNDER THE PLAN

The following description of the Employee Contribution per Participant may be expressed as a percentage of monthly cost, or as a flat monthly dollar amount. If the formula for Employee contributions varies by class of Employees, the Employer Sponsor assumes full responsibility for its Employer contribution design.\*

| Name of Benefit Plans<br>To Be Offered |    | Employee<br>Only | Employee<br>& Child(ren) | Employee<br>& Spouse | Employee<br>& Family |
|--|----|------------------|--------------------------|----------------------|----------------------|
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
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|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |

\*An asterisk in the premium column means there are multiple rates based on age, sex, or other demographics. Please refer to specific insurance carrier premium rate sheets for individual maximum elective contribution.

In no event shall the existence of any Employer contributions for monthly premium costs, as indicated above, be construed to require the Employer to pay or otherwise be liable for any deductible, coinsurance, co-payment or other cost-sharing amounts related to the applicable medical care coverage option elected by the Participant.

ER = Employer Contribution

EE = Employee Contribution

**TOWN OF SURFSIDE**

**Schedule C**

**PARTICIPATING AFFILIATED EMPLOYERS**

(Companies under common ownership)

The following organizations and entities shall be Participating Employers under the Plan:

**Name of Participating Employer**

None

## **SECTION 2**

### **SECTION 125 HEALTH FSA PLAN DOCUMENT**

PLACE ALL PAGES OF THE PLAN DOCUMENT AFTER TAB 2

AUTHORIZED SIGNER SHOULD EXECUTE THE SIGNATURE PAGE  
AT THE END OF THE PLAN DOCUMENT

**TOWN OF SURFSIDE**  
**HEALTH FLEXIBLE SPENDING ACCOUNT (FSA)**

**PURPOSE**

The Town of Surfside Health FSA (the "Plan"), adopted by Town of Surfside effective October 1, 1998 is herein amended and restated effective June 19, 2019. The purpose of the Plan is to help provide full and complete medical care for Participants and their Dependents, as defined herein. The Plan is intended to provide reimbursement of medical and hospitalization expenses that exceed the deductible or co-payment limits of any insurance policies covering such costs or which are otherwise not covered by insurance or provided by the Company.

Town of Surfside intends that the Plan qualify as an accident and health plan within the meaning of Section 105(e) of the Internal Revenue Code (the "Code"), and Tax Regulation (26 CFR Part 1 from 08-06-07), and that the benefits provided under the Plan be eligible for exclusion from the Participant's income for Federal Income Tax purposes under Section 105(b) of the Code.

**Table of Contents**

*Section*

|     |   |
|-----|---|
| 1   | DEFINITIONS   |
| 2   | PARTICIPATION IN THE PLAN                             |
| 2.1 | Eligibility to Participate                            |
| 2.2 | Procedure for and Effect of Participation             |
| 2.3 | Cessation of Participation                            |
| 2.4 | Recommencement of Participation                       |
| 2.5 | FMLA Leave of Absence                                 |
| 2.6 | Non-FMLA Leaves of Absence                            |
| 2.7 | Uniformed Service Under USERRA                        |
| 2.8 | Dependent Definition revised by WFTRA                 |
| 3   | BENEFITS AND METHODS OF FUNDING                       |
| 3.1 | Benefits Offered                                      |
| 3.2 | Health FSA Benefits                                   |
| 3.3 | Election of Benefits                                  |
| 3.4 | Nondiscrimination                                     |
| 3.5 | Funding the Plan                                      |
| 3.6 | Employer and Employee Contributions                   |
| 4   | IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS            |
| 4.1 | Irrevocability of Elections                           |
| 4.2 | Procedure for Making New Election If Exceptions Apply |



- 4.3 Change In Status Defined
- 4.4 Events Permitting Exceptions
- 4.5 Election Modification Requirement by Plan Administrator
- 5 PLAN ADMINISTRATOR
  - 5.1 Plan Administrator
  - 5.2 Powers of the Plan Administrator
  - 5.3 Reliance on Participants, Tables, etc.
  - 5.4 Provision for Third-Party Service Providers
  - 5.5 Fiduciary Liability
  - 5.6 Compensation of Plan Administrator
  - 5.7 Bonding
  - 5.8 Inability to Locate Payee
  - 5.9 Effect of Mistake
- 6 HEALTH FSA MODULE
  - 6.1 Health FSA Benefits
  - 6.2 Contributions for Cost of Coverage
  - 6.3 Eligible Medical Care Expenses
  - 6.4 Maximum and Minimum Benefits
  - 6.5 Establishment of Account
  - 6.6 Use-It-Or-Lose-It Rule
  - 6.7 Reimbursement Claims Procedure
  - 6.8 Reimbursement After Termination; COBRA
  - 6.9 Named Fiduciary
  - 6.10 Coordination of Benefits with HSA & HRA
  - 6.11 Procedures If Benefits Are Denied
  - 6.12 Advance Orthodontia Payments
  - 6.13 Debit Cards
- 7 HIPAA PROVISIONS
  - 7.1 Compliance With HIPAA
  - 7.2 Use of Protected Health Information (PHI)
  - 7.3 Employer Obligations With Respect to PHI
  - 7.4 Access to PHI Within Employer
  - 7.5 Privacy Official
  - 7.6 HIPAA Security Rule
- 8 MISCELLANEOUS
  - 8.1 Amendment and Termination
  - 8.2 Effect of Plan on Employment
  - 8.3 Alienation of Benefits
  - 8.4 Facility of Payment
  - 8.5 Proof of Claim
  - 8.6 Status of benefits
  - 8.7 Code and ERISA Compliance
  - 8.8 No Guarantee of Tax Consequences

- 8.9 Indemnification of Employer
- 8.10 Applicable Law
- 8.11 Severability
- 8.12 Heirs and Assigns
- 8.13 Headings and Captions
- 8.14 Gender and Form
- 8.15 Multiple Functions
- 8.16 Terms
- 8.17 Source of Payments

*Section 1*

**DEFINITIONS**

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

**“Account(s)”** means the Health FSA Accounts described in Section 6.5.

**“Benefits”** means the Health FSA Benefits offered under the Plan.

**“Change in Status”** has the meaning described in Section 4.3.

**“COBRA”** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Contributions”** means the amount contributed to pay for the cost of Benefits.

**“Committee”** means the Benefits Committee appointed by the Employer.

**“Compensation”** generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election for Salary Reduction under this Plan, any salary reduction election under any other cafeteria plan, and any compensation reduction under any Code § 132(f)(4) plan; but determined after salary deferral elections under any Code § 401(k), 403(b), 408(k) or 457(b) plan or arrangement.

**“Dependent”** means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child (as defined in Code § 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child to whom IRS Rev. Proc. 2008-48 applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year), is treated as a dependent of both parents. Notwithstanding the foregoing, the Health FSA Module will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of “Dependent.”

**“Earned Income”** means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year.

**“Effective Date”** means October 1, 1998; amended and restated June 19, 2019.

**“Election Form/Salary Reduction Agreement”** means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Health FSA Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions.

**“Eligible Employee”** means an Employee eligible to participate in this Plan, as provided in Section 2.1.

**“Employee”** means an individual that the Employer classifies as a common-law employee, leased employee, or full time life insurance salesmen, and who is on the Employer’s W-2 payroll, but does not include the following: (a) individual’s classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; and (f) any more-than-2% shareholder in a Subchapter S corporation. The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

**“Employee-Only Health FSA Option”** has the meaning described in Section 6.3.

**“Employer”** means Town of Surfside and any Related Employer that may adopt this Plan.

**“Employment Commencement Date”** means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

**“Entry Date”** means the first day of the month following completion of 30 consecutive days of active employment as an Eligible Employee.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“FMLA”** means the Family and Medical Leave Act of 1993, as amended.

**“General-Purpose Health FSA Option”** has the meaning described in Section 6.3.

**“Health FSA”** means health flexible spending arrangement consisting of the Health FSA Option.

**“Health FSA Account”** means the account described in Section 6.5.

**“Health FSA Benefits”** has the meaning described in Section 6.1.

**“Health FSA Module”** means the Module of this Plan described in Section 6.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**“Medical Care Expenses”** has the meaning defined in Section 6.3.

**“Open Enrollment Period”** with respect to a Plan Year means the month preceding the beginning of a Plan Year, or such other period as may be prescribed by the Administrator.

**“Participant”** means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Section 2.1. Participants include (a) those who elect Health FSA Benefits and Salary Reductions to pay for such Benefits; and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions on a post-tax basis.

**“Participating Employer”** means Town of Surfside and any Affiliated Company that adopts this Plan with the consent of the Employer. As of the Effective Date, the Employer is the only Participating Employer.

**“Period of Coverage”** means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 2.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 2.3.

**“Plan”** means the Town of Surfside Salary Reduction Plan as set forth herein and as amended from time to time.

**“Plan Administrator”** means Town of Surfside, Christopher Wallace has the full authority to act on behalf of the Plan Administrator.

**“Plan Year”** means the 12-month period commencing January 1 and ending on December 31, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

**“QMCSO”** means a qualified medical child support order, as defined in ERISA § 609(a).

**“Related Employer”** means any employer affiliated with Town of Surfside that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with Town of Surfside for purposes of Code § 125(g)(4).

**“Salary Reduction”** means the amount by which the Participant’s Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the

applicable Module, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

**"Spouse"** means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

**"Student"** means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.



## *Section 2*

### **PARTICIPATION IN THE PLAN**

**2.1 Eligibility to Participate.** Each Eligible Employee may elect to participate in the Plan if the Individual satisfies all of the following: (a) is an Employee of a Participating Employer; (b) is working 30 or more hours per week; and (c) has been employed by the Employer for 30 consecutive days.

Self-employed individuals are not eligible to participate in the Plan. New proposed regulations make clear that:

- sole proprietors,
- partners,
- directors of corporations, and
- 2-percent shareholders of an S corporation

are not employees for purposes of this Plan. (C Corporation owners who are employees and a director of the Corporation are eligible to participate in the Plan in their capacity as an Employee).

**2.2 Procedure for and Effect of Participation.** An Eligible Employee may become a Participant in the Plan by executing a Salary Reduction Agreement under which the Employee agrees to reduce his Compensation for the forthcoming Plan Year (or, if such Salary Reduction Agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year). The Salary Reduction Agreement shall be governed by Section 3 hereof. By becoming a Participant, each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

An Eligible Employee's spouse or dependents can not participate in the Plan independently.

**2.3 Cessation of Participation.** A Participant will cease to be a Participant as of the earliest of:

- A. the date on which the Plan terminates;
- B. the date on which he ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for periods on the terms and subject to the restrictions described in Section 6.8;
- C. the first day of any Plan Year for which he has elected not to participate in the Plan;
- D. the date on which he revokes his election and elects not to participate in an Health FSA, on account of and consistent with a change in family status in accordance with Section 4.3; or

E. the date on which he fails to make a contribution in accordance with Section 3.3

Termination of participation in this Plan will automatically revoke the Participant's elections.

Notwithstanding the foregoing, a former Eligible Employee who is absent by reason of sickness, disability, or other authorized leave of absence may continue as a Participant for so long as such authorized absence continues in accordance with such rules and regulations as the Participating Employer may direct.

**2.4 Recommencement of Participation.** If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.2. If an Employee loses coverage for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 2.1 before again becoming eligible to participate in the Plan.

**2.5 FMLA Leaves of Absence.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Health FSA Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions. An Employer may require participants to continue Health FSA Benefit coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health FSA during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;

- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Health FSA Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant. If a Participant's Health FSA Benefit coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Health FSA Plan upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health FSA Benefit coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

**2.6 Non-FMLA Leaves of Absence.** If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 4.4(c) will apply.

**2.7 Uniformed Service Under USERRA.** A Participant who is absent from employment

with the Employer on account of being in “uniformed service”, as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), may elect to continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the Participant fails to apply for reinstatement or to return to employment with the Employer. The Participant shall be responsible for making the required contributions during the period during which he or she is in “uniformed service”. The manner in which such payments are made shall be determined by the Plan Administrator, in a manner similar to Section 2.5 (regarding the payment of contributions with respect to FMLA Leave).

**2.8 Definition of "Dependent" revised by the WFTRA of 2005.** The definition of “Dependent” has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005 (WFTRA), effective January 1, 2005. An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following qualifying criteria now apply to be a "dependent child":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual does not provide more than half of his or her own support
- 3) The individual has the same place of residence as the taxpayer for more than half of the year
- 4) The individual does not turn age 19 (24 if a full-time student)\*, by the end of the Plan Year

In addition, the following qualifying criteria apply to be a "dependent relative":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual is not a qualifying child of any other taxpayer
- 3) The individual receives more than half of his or her support from the taxpayer
- 4) The individual’s annual gross income is less than the Section 151 limit (this criteria does not apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22(e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

No person shall be considered a Dependent of more than one Employee. If both an Employee and an Employee’s spouse are employed by Employer dependent children may be covered by either spouse, but not by both.

NOTE: the Internal Revenue Service (the “IRS”) Notice 2010-38 (the “Notice”) provides important guidance regarding the tax treatment of employer-provided health coverage to employees’ adult

children who have not attained age 27 as of the end of the employee's taxable year. Treasury regulations have been amended retroactively to March 30, 2010, to allow both the amounts paid by an employer for coverage for an employee's adult children and the amounts paid by (or reimbursed to) the employee for such coverage to be excluded from the employee's gross income, in the same manner as coverage that is provided to an employee's spouse or dependent defined under Section 152 of the Code. The Notice provides important guidance and further clarifications with regard to these issues.

### *Section 3*

#### **BENEFITS AND METHODS OF FUNDING**

**3.1 Benefits Offered.** When first eligible or during the Open Enrollment Period as described under Section 2.2, Participants will be given the opportunity to elect Health FSA Benefits, as described in Section 6. See Schedule A for a complete description of benefits.

**3.2 Health FSA Benefits.** Upon proper election by a Participant in accordance with Section 3.2 herein, there shall be credited to each Participant's Health FSA Account any Benefit Credits that correspond to the Participant's Salary Reduction Agreement determined in accordance with Section 3.3 hereof. Such Health FSA Benefits shall not exceed the maximum amount allowable, set forth in Schedule A attached hereto, as it may be revised by the Employer from time to time. The Participant's Health FSA Benefits shall be credited as and when such sum is redirected from the Participant's compensation pursuant to the Salary Reduction Agreement then in effect. The Health FSA Benefits shall be used to pay all or part of the Health FSA Benefits that the Participant has designated pursuant to Section 3.3. The Health FSA Benefits paid on behalf of any Participant shall be a charge to the balance of his or her Health FSA Account.

**3.3 Election of Benefits.** Each Eligible Employee shall submit to the Employer, before the close of the Enrollment Period for each Plan Year, or when Employee first becomes eligible, a Salary Reduction Agreement identifying the Health FSA Benefits to be provided by the Employer to or on behalf of the Eligible Employee. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described under Section 4.4.

Each election under this Section 3.3 may be modified by the Employer to the extent required to enable the Plan, and payments hereunder, to satisfy the requirements of Section 125 of the Code. If an Eligible Employee separates from service with a Participating Employer during a period in which he is covered under a Health FSA, the Employer may terminate the remaining portion of Health FSA coverage provided by the Plan. Any Participant or newly Eligible Employee who fails to execute an appropriate Salary Reduction Agreement during the Enrollment Period shall be deemed to have elected cash compensation to the extent permissible.

**3.4 Nondiscrimination.** Contributions and benefits under the Plan shall not discriminate in favor of Highly Compensated Employees; nor shall the aggregate cost of the Health FSA provided to Key Employees exceed 25% of the aggregate of such cost for the Health FSA provided to all



Employees under the Plan. The Employer may limit or deny any Employee's Salary Reduction Agreement to the extent necessary to avoid any such discrimination.

**3.5 Funding the Plan.** All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets, it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Health FSA Benefits, as described in Section 6.2.

### **3.6 Employer and Employee Contributions.**

*Employer Contributions.* For Employees who elect Health FSA Benefits, the Employer will contribute a portion of the Contributions (if applicable) as provided in the open enrollment materials furnished to Employees and/or on Election Form/Salary Reduction Agreement.

*Employee Contributions.* Employees who elect any of the Health FSA Benefits, may pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement, or may pay with after-tax deductions.

Notwithstanding the foregoing, Health FSA Benefits shall cease to be provided to a Participant if said Participant fails to make a contribution required under the terms of the Plan.

## Section 4

### IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS

**4.1 Irrevocability of Elections.** Except as described in this Article 4, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

#### **4.2 Procedure for Making New Election If Exception to Irrevocability Applies.**

- (a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 2.1 or during the Open Enrollment Period under Section 2.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.4, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.4(d) through 4.4(f), within 30 days after the events described in such Sections). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Health FSA Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.
- (b) *Effective Date of New Election.* Elections made pursuant to this Section 4.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.4(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed).

**4.3 Change in Status Defined.** A Participant may make a new election upon the occurrence of certain events as described in Section 4.4, including a Change in Status, for the applicable Module. "Change in Status" means any of the events described below, as well as any other events included

under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status*. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents*. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status*. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements*. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, and
- (e) *Change in Residence*. A change in the place of residence of the Participant or his or her Spouse or Dependents.

**4.4 Events Permitting Exception to Irrevocability Rule for All Benefits.** A Participant may change an election as described below upon the occurrence of the stated events for the Health FSA Module of this Plan:

- (a) *Open Enrollment Period* - A Participant may change an election during the Open Enrollment Period in accordance with Section 2.2.
- (b) *Termination of Employment* - A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 2.3 and 2.4, as applicable.
- (c) *Leaves of Absence* - A Participant may change an election under the Plan upon FMLA leave in accordance with Section 2.5 and upon non-FMLA leave in accordance with Section 2.6.

(d) *Change in Status* - A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.3), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

Election changes may not be made to reduce Health FSA coverage during a Period of Coverage; however, election changes may be made to cancel Health FSA coverage completely due to the occurrence of any of the following events: death of a Spouse, divorce, legal separation, or annulment; death of a Dependent; change in employment status such that the Participant becomes ineligible for Health FSA coverage; or a Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage. Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

(1) *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in

Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 2.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation).

IRS Notice 2010-38 states that the applicable Treasury Regulations have been amended retroactively to March 30, 2010, to include Change in Status events covering children under age 27 who do not otherwise qualify as dependent children, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage.

- (2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.
- (e) *Certain Judgments, Decrees and Orders* - If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.
- (f) *Medicare and Medicaid* - If a Participant or his or her Spouse or Dependent who is

enrolled in a Health FSA under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively cancel the Participant's Health FSA coverage (but not reduce coverage). Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility and/or the Participant's Health FSA coverage may commence or increase.

A Participant entitled to change an election as described in this Section 4.4 must do so in accordance with the procedures described in Section 4.2.

**4.5 Election Modifications Required by Plan Administrator.** The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.



## *Section 5*

### **PLAN ADMINISTRATOR**

**5.1 Plan Administrator.** The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

**5.2 Powers of the Plan Administrator.** The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit

consultants;

- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

**5.3 Reliance on Participant, Tables, etc.** The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

**5.4 Provision for Third-Party Plan Service Providers.** The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

**5.5 Fiduciary Liability.** To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

**5.6 Compensation of Plan Administrator.** Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

**5.7 Bonding.** The Plan Administrator shall be bonded to the extent required by ERISA.

**5.8 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such

payment first became due.

**5.9 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

## Section 6

### HEALTH FSA MODULE

**6.1 Health FSA Benefits.** An Eligible Employee can elect to participate in the Health FSA Module by electing (a) to receive benefits in the form of reimbursements for Medical Care Expenses from the Health FSA (Health FSA Benefits); and (b) to pay the Contribution for such Health FSA Benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Section 4), such election is irrevocable for the duration of the Period of Coverage to which it relates.

**6.2 Contributions for Cost of Coverage of Health FSA Benefits.** The annual Contribution for a Participant's Health FSA Benefits is equal to the annual benefit amount elected by the Participant (for example, if the maximum \$2,700.00 annual benefit amount is elected, then the annual Contribution amount is also \$2,700.00).

**6.3 Eligible Medical Care Expenses for Health FSA.** Under the Health FSA Module, a Participant may receive reimbursement for Medical Care Expenses incurred during the Period of Coverage for which an election is in force.

- (a) *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished and not when the Participant is formally billed for, is charged for, or pays for the medical care.
- (b) *Medical Care Expenses.* "Medical Care Expenses" will vary depending on which Health FSA coverage option the Participant has elected.
  - *General-Purpose Health FSA Option.* For purposes of this Option, "Medical Care Expenses" means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code § 213(d)—provided, however, that this term does not include expenses that are excluded under Schedule B to this Plan, nor any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through the Medical Insurance Plan, other insurance, or any other accident or health plan. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Section 6.
  - *Limited (Vision/Dental/Preventive Care) & Post Deductible Health FSA Option.* For purposes of this combined Option, "Medical Care Expenses" means expenses incurred

by a Participant or his or her Spouse or Dependents for medical care, as defined in Code § 213(d)—provided, however, that such expense is for vision care, dental care, or preventive care (as defined in Code § 223(c)) only, and provided that this term does not include expenses that are excluded under Schedule B to this Plan, nor any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through the Medical Insurance Plan, other insurance, or any other accident or health plan. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Section 6. This option also allows a Participant or his or her Spouse or Dependents to exercise a *Post-Deductible Health FSA option* for Employee participating in an HSA qualified high deductible insurance plan to be reimbursed for medical care expenses, as defined in Code 213(d) after the minimum qualified HSA high deductible is satisfied. HSA Benefits cannot be elected with Health FSA Benefits unless the Limited (Vision/Dental/Preventive Care) Health FSA Option is selected.

- *Employee-Only Health FSA Option.* For purposes of this Option, “Medical Care Expenses” means expenses incurred by a Participant (but not by his or her Dependent or Spouse) for medical care as defined in Code § 213(d)—provided, however, that this term does not include expenses that are excluded under Schedule B to this Plan, nor any expenses for which the Participant is reimbursed for the expense through the Medical Insurance Plan, other insurance, or any other accident or health plan. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Section 6.

#### **6.4 Maximum and Minimum Benefits for Health FSA.**

- (a) *Maximum Reimbursement Available; Uniform Coverage.* The maximum dollar amount elected by the Participant for reimbursement of Medical Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall be available at all times during the Period of Coverage, regardless of the actual

amounts credited to the Participant's Health FSA Account pursuant to Section 6.5.

Notwithstanding the foregoing, no reimbursements will be available for Medical Care Expenses incurred after coverage under this Plan has terminated, unless the Participant has elected COBRA as provided in Section 6.8. Payment shall be made to the Participant in cash as reimbursement for Medical Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Section 6 have been satisfied.

- (b) *Maximum and Minimum Dollar Limits.* The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$2,700.00, subject to Section 6.5(c). The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$10.00 per month, or \$120 annually. Reimbursements due for Medical Care Expenses incurred by the Participant's Spouse or Dependents shall be charged against the Participant's Health FSA Account.
- (c) *Changes; No Proration.* For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document. If a Participant enters the Health FSA Module mid-year or wishes to increase his or her election mid-year as permitted under Section 4.4, then there will be no proration rule - i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage to the maximum dollar limit, as applicable.
- (d) *Effect on Maximum Benefits If Election Change Permitted.* Any change in an election under Section 4 (other than under Section 4.4(c) for FMLA leave) that increases contributions to the Health FSA Module also will change the maximum reimbursement benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions (if any) made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Health FSA Account, reduced by (3) all reimbursements



- made during the entire Period of Coverage. Any change in an election under Section 4.4(c) for FMLA leave will change the maximum reimbursement benefits in accordance with the regulations governing the effect of the FMLA on the operation of cafeteria plans.
- (e) *Monthly Limits on Reimbursing OTC Medical Care Items.* Only reasonable quantities of over-the-counter (OTC) medical care items of the same kind may be reimbursed from a Participant's Health FSA Account in a single calendar month; stockpiling is not permitted.

**6.5 Establishment of Health FSA Account.** The Plan Administrator will establish and maintain a Health FSA Account with respect to each Participant who has elected to participate in the Health FSA Module, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 6.6.

- (a) *Crediting of Accounts.* A Participant's Health FSA Account will be credited periodically during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.
- (b) *Debiting of Accounts.* A Participant's Health FSA Account will be debited during each Period of Coverage for any reimbursement of Medical Care Expenses incurred during the Period of Coverage.
- (c) *Available Amount Not Based on Credited Amount.* As described in Section 6.4, the amount available for reimbursement of Medical Care Expenses is the Participant's annual benefit amount, reduced by prior reimbursements during the Period of Coverage; it is not based on the amount credited to the Health FSA Account at a particular point in time. Thus, a Participant's Health FSA Account may have a negative balance during a Period of Coverage, the absolute amount of which would not exceed the maximum dollar amount elected by the Participant under this Plan.

**6.6 Forfeiture of Health FSA Accounts; Use-It-or-Lose-It Rule.** If any balance remains in the Participant's Health FSA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Medical Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing Health FSA Benefits) with respect to all Participants in excess of the

Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the Health FSA Module during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any Health FSA Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred shall be forfeited and applied as described above. Notwithstanding the above, the Employer may also adopt up to a 2 ½ month grace period allowing an expense incurred in a new Plan Year to be reimbursed from unused funds of the prior Plan Year, or the Employer may amend the Plan to permit a carryover of up to \$500.00 of a Participant's unused FSA account balance to the following Plan Year. The Employer may adopt either the 2 ½ month Grace Period option or the FSA Carryover option, but not both, and is required to inform Participants of the benefit before the end of the Plan Year to which it applies.

#### **6.7 Reimbursement Claims Procedure for Health FSA.**

- (a) *Timing.* Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.
- (b) *Claims Substantiation.* An independent third party designated as the PHI Officer will substantiate all claims (see Section 7.4 for PHI Officer designee list). A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may apply for reimbursement by submitting a request in writing to the PHI Officer in such form as the Plan Administrator may prescribe, by no later than the 90 days following the close of the Plan Year in which the Medical Care Expense was incurred (except for a Participant who ceases to be eligible to participate, this must be done no later than 90 days after the date

that eligibility ceases, as described in Section 6.8) setting forth:

- the person(s) on whose behalf Medical Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;
- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source;
- as of January 1, 2011, a prescription from the Participant's physician for any OTC drugs and medicines (e.g., Advil, ibuprofen, cough syrup); and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a statement from a medical practitioner that the expense is to treat a specific medical condition, or a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Medical Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the PHI Officer may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$10. If the Health FSA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with IRS guidance.

(c) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Section 6.11.

**6.8 Reimbursements From Health FSA After Termination of Participation; COBRA.** When a Participant ceases to be a Participant under Section 2.3, the Participant's Salary Reductions and election to participate will terminate. The Participant will not be able to receive reimbursements for Medical Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant

ceases to be a Participant.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health FSA Module because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA) shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health FSA Module the day before the qualifying event for the periods prescribed by COBRA. Specifically, such individuals will be eligible for COBRA continuation coverage only if, under Section 6.5, they have a positive Health FSA Account balance at the time of a COBRA qualifying event (taking into account all claims submitted before the date of the qualifying event). Such individuals will be notified if they are eligible for COBRA continuation coverage. If COBRA is elected, it will be available only for the remainder of the Plan Year in which the qualifying event occurs; such COBRA coverage for the Health FSA Module will cease at the end of the Plan Year and cannot be continued for the next Plan Year. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Contributions for coverage for Health FSA Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health FSA Benefits shall be paid on an after-tax basis (unless permitted otherwise by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

**6.9 Named Fiduciary for Health FSA.** The Employer is the named fiduciary for the Health FSA Module for purposes of ERISA § 402(a).

**6.10 Coordination of Benefits With HSA, HRA, etc.** Health FSA Benefits are intended to pay benefits solely for Medical Care Expenses for which Participants have not been previously reimbursed and will not seek reimbursement elsewhere. Accordingly, the Health FSA shall not be considered to be a group health plan for coordination of benefits purposes, and Health FSA Benefits

shall not be taken into account when determining benefits payable under any other plan.

Notwithstanding the foregoing, however, in the event that an expense is eligible for reimbursement under both the Health FSA and the HSA, the Participant may choose to seek reimbursement from either the health FSA or the HSA, but not both. (If the Employer ever adds an HRA, then in the event that an expense is eligible for reimbursement under both the Health FSA and the HRA, the Health FSA must pay first).

**6.11 Procedure If Benefits Are Denied Under This Plan.** Claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. If a claim for a benefit under the Plan is denied in whole or in part, the claimant must receive a written explanation of the reason for the denial. The claimant has the right to appeal the denial. The rules regarding denied claims for benefits under the Health Expense FSA are set forth, according to ERISA guidelines, in the **Questions and Answers** section of the SPD. The Committee acts on behalf of the Plan Administrator with respect to appeals.

**6.12 Advance Orthodontia Payments.** Advance payments for orthodontia are permitted if the Participant actually makes payments in advance of the orthodontia services in order to receive the services.

**6.13 Debit Cards** (*if applicable*). New proposed regulations incorporate previous guidance on the use of a debit card to pay, substantiate and reimburse qualified expenses.

- Before a Participant receives a health FSA debit card he/she must agree in writing to the following:
  - That the debit card will only be used to pay for medical expenses (as defined by section 213(d)) of the employee, spouse and/or dependent;
  - That the debit card will not be used for expenses that have already been reimbursed;
  - That he/she will not seek reimbursement under any other health plan for any expense paid with the debit card; and
  - That he/she will acquire and retain sufficient documentation to substantiate any expense paid with the debit card.
- The debit card must contain a statement providing that the above provisions have been agreed to in writing, and are reaffirmed each time the employee uses the card.
- The amount available must equal the employee's annual election (uniform coverage rule applies), and is reduced by amounts paid or reimbursed for medical expenses incurred during the year.
- The card will be automatically cancelled when the employee ceases participation in the Plan.

- The Plan Administrator limits the use of the debit card to:
  - Medical Care Providers (physicians, dentists, hospitals, etc.);
  - Stores with merchant category codes (MCC) for drugstores and pharmacies if such stores meets the 90% gross receipts test for items that qualify as section 213(d) expenses; and
  - Stores that have implemented the inventory information approval system (IIAS).

Please Note: Plan Administrators may limit the use of the debit card to IIAS Merchants to avoid debit card use for ineligible OTC items.

- The employer substantiates claims in compliance with the regulations.
- The Plan Administrator will follow proper correction procedures for improper payments as outlined in IRS proposed regulations.

New regulations permit substantiation for expenses that are copay matches (exact multiples of five or fewer), recurring expenses and real-time substantiation. The proposed regulations permit point-of-sale substantiation when the inventory information approval system matches the expense with a list of § 213(d) expenses. The Plan Administrator is responsible to ensure that the inventory information approval system meets the requirements of the new regulations.

## *Section 7*

### **HEALTH FSA - HIPAA PROVISIONS**

**7.1 Compliance With HIPAA.** This Section 7 shall be interpreted in a manner that permits the Plan to comply with HIPAA and other federal and state laws regarding protection of PHI with respect to the Health FSA.

**7.2 Use of Protected Health Information (PHI).** The Health FSA will use and disclose protected health information (PHI), as defined in 45 CFR § 160.103, to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the Health FSA will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations as defined in the Health FSA HIPAA Privacy Notice (as defined in 45 CFR § 164.520) distributed to Participants and as otherwise permitted by the HIPAA privacy rules.

The Health FSA will disclose PHI, other than enrollment and disenrollment information, summary health information, and information disclosed pursuant to an authorization, to the Employer only upon receipt of a certification from the Employer that the Health FSA plan document has been amended to incorporate the provisions in Section 7.3 and that the Employer agrees to certain conditions regarding the use and disclosure of PHI and the adequate separation between the Health FSA and the Employer and Related Employers.

**7.3 Employer's Obligations With Respect to PHI.** With respect to PHI, the Employer agrees to certain conditions. The Employer agrees to:

- not use or disclose PHI other than as permitted or required by the Plan document or as required by law;
- ensure that any agents (including a subcontractor) to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- not use or disclose PHI for employment-related actions and decisions unless authorized by an individual;
- not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by an individual;
- report to the Plan any PHI use or disclosure inconsistent with the uses or disclosures provided for in this Section 7 of which it becomes aware;



- make PHI available to an individual in accordance with HIPAA's access requirements;
- make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- make available the information required to provide an accounting of disclosures;
- make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA; and
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

**7.4 Access to PHI Within Employer.** Adequate separation will be maintained between the Plan and the Employer. Only the following independent third party individuals or classes of employees shall have access to PHI and may use and disclose PHI: the Vice President of Human Resources; the Benefits Manager; assistants to the Vice President of Human Resources and the Benefits Manager; Human Resources and payroll staff performing Health FSA functions; the Benefits Committee; the Plan Administrator; and any other Employee who needs access to PHI in order to perform Plan administration functions that the Employer performs for the Plan (such as quality assurance, claims processing, auditing, monitoring, payroll, and appeals). If the persons described herein or any other employees do not comply with the Plan document, then the Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions. The Employer shall cooperate with the Plan to correct and mitigate any such noncompliance.

**7.5 Privacy Official.** The Privacy Official shall be responsible for compliance with the Health FSA's obligations under this Section 7 and HIPAA. Specific rules regarding the Privacy Official follow:

- Appointment, Resignation and Removal of Privacy Official.* The Employer shall appoint one or more individuals to act as Privacy Official on matters regarding the Health FSA. The individual appointed as Privacy Official may resign by giving 30 days notice in writing to the Employer. The Employer shall have the power to remove that individual for any or no reason.

- b. *Policies and Procedures.* The Privacy Official and the Plan Administrator shall from time to time formulate such policies and procedures as they deem necessary for the Health FSA's compliance with this Article and HIPAA. No policy or procedure, however, shall amend any substantive provision of the Health FSA.
- c. *Privacy Notice.* The Privacy Official shall be responsible for arranging with the Employer, the Plan Administrator, and any third-party administrator for the issuance of, and any changes to, the Privacy Notice under the Health FSA.
- d. *Complaint Contact Person.* The Privacy Official shall be the contact person to receive any complaints of possible violations of the provisions of this Article and HIPAA. The Privacy Official shall document any complaints received, and their disposition, if any. The Privacy Official shall also be the contact to provide further information about matters contained in the Health FSA HIPAA Privacy Notice.

**7.6 HIPAA Security Rule.** The Employer, as the Plan sponsor, shall comply with the plan document requirements of the HIPAA security regulations found at 45 CFR § 164.314(b).

- a. *Electronic Protected Health Information.* "Electronic Protected Health Information" shall mean individually identifiable health information that is transmitted by electronic media or maintained in electronic media by the Plan.
- b. *Employer Agreement.* The Employer agrees to:
  - (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transits on behalf of the Plan.
  - (ii) Ensure that the adequate separation between the Plan and the Employer as required by the Privacy Rule is supported by reasonable and appropriate security measures.
  - (iii) Ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate security measures to protect such Electronic Protected Health Information; and
  - (iv) Report to the Plan Administrator any security incident of which it becomes aware.

## *Section 8*

### **MISCELLANEOUS**

**8.1 Amendment and Termination.** The Employer may amend or terminate this Plan at any time. The Employer may amend or modify this Plan retroactively to enable the Plan to provide non-taxable medical expense reimbursement benefits under section 105 of the Code. No amendment shall deprive any Participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

**8.2 Effect of Plan on Employment.** The Plan shall not be deemed to constitute a contract of employment between the Participating Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Participating Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him or her as a Participant of this Plan.

**8.3 Alienation of Benefits.** No benefit under this Plan may be voluntarily or involuntarily assigned or alienated, except as provided pursuant to a Qualified Medical Child Support Order pursuant to Section 609 of ERISA.

**8.4 Facility of Payment.** If the Employer deems any person incapable of receiving benefits to which he or she is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Employer to disburse it, whose receipt shall be complete acquittance therefore. Such payments shall, to the extent thereof, discharge all liability of the Employer.

**8.5 Proof of Claim.** As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Employer may require (either directly to the Employer or to any person delegated by it).

**8.6 Status of Benefits.** The Employer believes that this Plan is written in accordance with section 105 of the Code and that it provides certain benefits to Employees which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any

Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

**8.7 Code and ERISA Compliance.** It is intended that this Plan meet all applicable requirements of the Code and ERISA and of all regulations issued thereunder. (ERISA applies to the Medical Insurance Plan and the Health FSA Module but not to the HSA Module) This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

**8.8 No Guarantee of Tax Consequences.** Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

**8.9 Indemnification of Employer.** If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

**8.10 Applicable Law.** The Plan shall be construed and enforced according to the laws of the State of Florida to the extent not pre-empted by any federal law.

**8.11 Severability.** If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

**8.12 Heirs and Assigns.** This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.

**8.13 Headings and Captions.** The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

**8.14 Gender and Form.** Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

**8.15 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

**8.16 Terms.** The primary meaning of terms set forth in this Plan shall be as defined in Section 1 (Definitions).

**8.17 Source of Payments.** The Employer shall be the sole source of Benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Company upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the Benefits payable under the Plan to such Employee or beneficiary.

Amended Document Executed June 19, 2019

**TOWN OF SURFSIDE**

By: \_\_\_\_\_  
Christopher Wallace

Witness: \_\_\_\_\_

**SCHEDULE A**  
**TOWN OF SURFSIDE**  
**HEALTH FSA**  
**EMPLOYEE CONTRIBUTION LIMITATIONS**

|   | <b>Minimum*</b> | <b>Maximum*</b> |
|---|-----------------|-----------------|
| <b>HEALTH FLEXIBLE SPENDING ACCOUNT</b> | <b>\$10.00</b>  | <b>\$225.00</b> |

\*Monthly, based on a 12 month Plan Year; Health FSA annual maximum is \$2,700.00

A list of qualifying Health Flexible Spending Account expenses is available at:  
[www.coredocuments.com/expenses.php](http://www.coredocuments.com/expenses.php).

## SCHEDULE B

### TOWN OF SURFSIDE

#### HEALTH FSA EXCLUSIONS MEDICAL EXPENSES NOT REIMBURSEABLE

The Town of Surfside Health FSA Plan document contains the general rules governing what expenses are reimbursable. This Schedule B, as referenced in the Plan document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the Health FSA—that is, expenses that *are not reimbursable*, even if they meet the definition of “medical care” under Code § 213(d) and may otherwise be reimbursable under the regulations governing Health FSAs.

This Schedule B does not apply to HSAs. As described in the Plan, terms and conditions of coverage and benefits under the HSA (including eligible medical expenses and exclusions) will be provided by and are set forth in the HSA, not this Plan.

**Exclusions:** *The following expenses are not reimbursable from the Health FSA*, even if they meet the definition of “medical care” under Code § 213(d) and may otherwise be reimbursable under regulations governing Health FSAs:

• **Dual purpose products, items for general well-being, or items not typically medically necessary (such as Acupuncture, Supplements, Vitamins, Massage Therapy, Dermatology Products, and Weight Loss Programs) are excluded from reimbursement unless accompanied by a letter of medical necessity. The letter of medical necessity must be from a Physician and must include a diagnosis, duration of treatment, and description of treatment plan.**

- Health insurance premiums for any other plan (including a plan sponsored by the Employer).
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. “Cosmetic surgery” means any procedure that is directed at improving the patient’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- Household and domestic help (even if recommended by a qualified physician due to an Employee’s or Dependent’s inability to perform physical housework).
- Long-term care services.

- As of January 1, 2011, Over the Counter (OTC) drugs and medicines (e.g. Advil, ibuprofen, cough syrup) are excluded from reimbursement unless accompanied by a prescription from your doctor.
- Costs for sending a problem child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.
- Automobile insurance premiums.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute “medical care” as defined under Code § 213(d).
- Any item that is not reimbursable under Code § 213(d) due to the rules in Prop. Treas. Reg. § 1.125-2, Q-7(b)(4) or other applicable regulations.
- The salary expense of a nurse to care for a healthy newborn at home.
- Custodial care.
- Funeral and burial expenses.



## **SECTION 3**

### **SECTION 129**

## **DEPENDENT CARE ASSISTANCE PLAN DOCUMENT**

PLACE ALL PAGES OF THE PLAN DOCUMENT AFTER TAB 3

AUTHORIZED SIGNER SHOULD EXECUTE THE SIGNATURE PAGE  
AT THE END OF THE PLAN DOCUMENT

**TOWN OF SURFSIDE**  
**DEPENDENT CARE ASSISTANCE PLAN**

**PURPOSE**

The Dependent Care Assistance Plan (the "Plan"), adopted by Town of Surfside effective October 1, 1998 is herein amended and restated effective June 19, 2019. The purpose of the Plan is to reimburse Employees of Town of Surfside for the costs of dependent care assistance incurred by them. The Employer intends the Plan to qualify as a "Dependent Care Assistance Plan" within the meaning of Section 129(d) of the Internal Revenue Code of 1986, as amended, and the nontaxable benefits which an Employee receives under the Plan to be eligible for exclusion from the Employee's income.

**Table of Contents**

*Section*

|     |   |
|-----|---|
| 1   | DEFINITIONS   |
| 2   | PARTICIPATION IN THE PLAN                               |
| 2.1 | Commencement of Participation                           |
| 2.2 | Procedure for and Effect of Participation               |
| 2.3 | Cessation of Participation                              |
| 2.4 | Recommencement of Participation                         |
| 2.5 | Annual Elections  |
| 2.6 | FMLA Leave of Absence                                   |
| 2.7 | Non-FMLA Leaves of Absence                              |
| 3   | BENEFITS  |
| 3.1 | Provision of Benefits                                   |
| 3.2 | Amount of Reimbursement                                 |
| 3.3 | Limitations on Reimbursement                            |
| 3.4 | Covered Expenses  |
| 3.5 | Maximum Annual Benefits                                 |
| 3.6 | Cash Alternative  |
| 3.7 | Nondiscriminatory Benefits                              |
| 3.8 | Maximum Overall Contributions                           |
| 3.9 | Forfeiture of Unused Benefits                           |
| 4   | IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS              |
| 4.1 | Irrevocability of Elections                             |
| 4.2 | Procedure for Making New Election If Exceptions Apply   |
| 4.3 | Change In Status Defined                                |
| 4.4 | Events Permitting Exceptions                            |
| 4.5 | Election Modification Requirement by Plan Administrator |

- 5 PLAN ADMINISTRATOR
  - 5.1 Plan Administrator
  - 5.2 Powers of the Plan Administrator
  - 5.3 Reliance on Participants, Tables, etc.
  - 5.4 Provision for Third-Party Service Providers
  - 5.5 Fiduciary Liability
  - 5.6 Compensation of Plan Administrator
  - 5.7 Inability to Locate Payee
  - 5.8 Effect of Mistake
- 6 DCAP MODULE
  - 6.1 DCAP Benefit
  - 6.2 Contribution for Cost of Coverage for DCAP Benefits
  - 6.3 Eligible Dependent Care Expenses
  - 6.4 Maximum and Minimum Benefits for DCAP
  - 6.5 Establishment of DCAP Account
  - 6.6 Forfeiture of DCAP Accounts: Use-It-Or-Loss-It
  - 6.7 Reimbursement Claims Procedure for DCAP
  - 6.8 Reimbursements from DCAP after Termination
  - 6.9 Report to DCAP Participants
  - 6.10 Procedure If Benefits Are Denied
  - 6.11 Debit Cards
- 7 MISCELLANEOUS
  - 7.1 Amendment and Termination
  - 7.2 Effect of Plan on Employment
  - 7.3 Alienation of Benefits
  - 7.4 Facility of Payment
  - 7.5 Proof of Claim
  - 7.6 Status of Benefits
  - 7.7 Applicable Law
  - 7.8 Lost Distributees
  - 7.9 Severability
  - 7.10 Heirs and Assigns
  - 7.11 Headings and Captions
  - 7.12 Tax Effects
  - 7.13 Multiple Functions
  - 7.14 Terms
  - 7.15 Source of Payments

*Section 1*

**DEFINITIONS**

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

**"Benefit Credits"** means that amount allocated to the provision of Eligible Expense reimbursement under this Plan pursuant to Section 3.2 herein.

**"Benefits or Reimbursable Expense"** means any amounts paid to a Participant in the Plan as reimbursement for Eligible Expenses incurred during a Plan Year by the Participant or his Spouse.

**"Change in Status"** has the meaning described in Section 4.3.

**"Code"** means the Internal Revenue Code of 1986, and the same as may be amended from time to time.

**"Compensation"** means earned income derived from salaries, wages, fees, commissions, self-employment, overtime, bonuses, tips and all other earnings of a Participant reportable on Form W-2 for the Plan Year, but does not include any amounts received under this or any other dependent care assistance plan, any pension or annuity, or as unemployment or worker's compensation in accordance with section 129(e)(2) of the Code. If the Participant is married at the close of the year to which reference is made, Compensation shall be the lesser of the amount determined for the Participant under the preceding sentence or the amount so determined for the Participant's Spouse. If during any taxable month the Participant's Spouse is a Student or is physically or mentally incapacitated, the Spouse's Compensation for such month shall be deemed to be \$200 if there is one individual for whom the participant incurs Eligible Expenses during the Plan year, or \$400 if there are two or more individuals for whom Eligible Expenses are incurred.

**"DCAP"** means dependent care assistance program.

**"DCAP Account"** means the account described in Section 6.5.

**"DCAP Benefits"** has the meaning described in Section 6.1.

**"DCAP Module"** means the Module of this Plan described in Section 9.

**"Dependent"** means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: for purposes of the DCAP Module, a dependent means a qualifying individual as defined in Code § 21(b)(1) with respect to the Participant, and in the case of

divorced parents, the child shall, as provided in Code § 21(e)(5), be treated as a qualifying individual of the custodial parent (within the meaning of Code § 152(e)(1)) and shall not be treated as a qualifying individual with respect to the non-custodial parent.

**"Dependent Definition under WFTRA of 2005"** The definition of "Dependent" has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005 (WFTRA), effective January 1, 2005. An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following qualifying criteria now apply to be a "dependent child":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual does not provide more than half of his or her own support
- 3) The individual has the same place of residence as the taxpayer for more than half of the year
- 4) The individual does not turn age 19 (24 if a full-time student), by the end of the Plan Year

In addition, the following qualifying criteria apply to be a "dependent relative":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual is not a qualifying child of any other taxpayer
- 3) The individual receives more than half of his or her support from the taxpayer
- 4) The individual's annual gross income is less than the Section 151 limit (this criteria does not apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22(e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

**"Dependent Care Expenses"** has the meaning described in Section 6.3.

**"Earned Income"** means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include (a) any amounts received pursuant to any DCAP established under Code § 129; or (b) any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers' compensation.

**"Educational Institution"** means any institution which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

**"Effective Date"** of the Plan means October 1, 1998; amended and restated June 19, 2019.

**"Eligible Employee"** means any Employee who is regularly scheduled to work 30 or more hours per week for a Participating Employer.

**"Eligible Expense"** means any reasonable expense incurred by the Participant or his Spouse for Qualifying Services. The Employer shall determine in its sole discretion whether any expense is reasonable. An expense shall be an Eligible Expense only if it is payable to a person who is not:

A. a Dependent of the Participant;

B. the Participant's Spouse.

C. a child of the Participant under the age of 19 as of the close of the Plan Year in which the Qualified Services are rendered.

**"Employee"** means an individual that the Employer classifies as a common-law employee, leased employee, or full time life insurance salesmen, and who is on the Employer's W-2 payroll, but does not include the following: (a) individual's classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; and (f) any more-than-2% shareholder in a Subchapter S corporation. The term "Employee" does include "former Employees" for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

**"Employer"** means Town of Surfside, and any other business organization that succeeds to its business and elects to continue this Plan.

**"Enrollment Period"** means the calendar month preceding any Plan Year.

**"Entry Date"** means the first day of the month following completion of 30 consecutive days of employment as an Eligible Employee.

**"Highly Compensated Employee"** means any Employee defined as such in section 414(q) of the Code.

**"Key Employee"** means any Employee defined as such in section 416(i)(1) of the Code.

**"Participant"** means any Eligible Employee who has met the conditions for participation set forth in Section 2.1 and who has allocated a portion of his Benefit Credits to the provision of Eligible Expense reimbursement.

**"Participating Employer"** means the Employer and any affiliated company that adopts the Plan with the consent of the Employer. As of the Effective Date the Employer is the only Participating Employer in the Plan.

**"Plan"** means Town of Surfside Dependent Care Assistance Plan, described herein.

**"Plan Number" or "PN"** assigned to this Plan is 501.

**"Plan Year"** means the period commencing January 1 and ending December 31.

**"Qualifying Day Care Center"** means a day care center which provides full-time or part-time care for more than six individuals (other than individuals who reside at the day care center) on a regular basis during the Eligible Employee's taxable year, and which:

A. complies with all applicable laws and regulations of the state and town, city or village in which it is located; and

B. receives a fee, payment or grant for services for any of the individuals to whom it provides services (regardless of whether such facility is operated for a profit).

**"Qualifying Individual"** means:

A. a Dependent of the Participant who is under the age of 13; or

B. a Dependent or Spouse of the Participant who is physically or mentally incapable of caring for himself or herself.

**"Qualifying Services"** means Services performed:

A. in the home of the Participant; or

B. outside the home of the Participant for

(i) the care of a Dependent of the Participant under the age of 13, or

(ii) the care of any other Qualifying Individual who spends at least eight hours a day in a Participant's home.

**"Salary Reduction Agreement"** means the voluntary agreement by an Employee to reduce his Compensation for the forthcoming Plan Year (or, if the agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year), for purposes of obtaining the Qualified Benefits offered by the Plan.

**"Services"** means the duties performed to enable a Participant or his Spouse to remain gainfully



employed and which are related to the care of a Qualifying Individual.

**"Spouse"** means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code). Notwithstanding the above, for purposes of the DCAP Component the term "Spouse" shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who, although married to the Participant, files a separate federal income tax return, maintains a principal residence separate from the Participant during the last six months of the taxable year, and does not furnish more than half of the cost of maintaining the principal place of abode of the Participant.

**"Student"** means an individual who during each of five calendar months during a Plan Year is enrolled as a full-time student at an Educational Institution.

## Section 2

### PARTICIPATION IN THE PLAN

**2.1 Commencement of Participation.** Each Eligible Employee shall be eligible to become a Participant in the Plan following completion of his waiting period.

**2.2 Procedure for and Effect of Participation.** An Eligible Employee may become a Participant in the Plan by executing a Salary Reduction Agreement and providing such data as is reasonably required by the Employer as a condition of such participation. By becoming a Participant, each individual shall for all purposes be deemed conclusively to have consented to the provisions of this Plan and to those of the Cafeteria Plan, and to all amendments thereto.

**2.3 Cessation of Participation.** A Participant will cease to be a Participant as of the earliest of:

- A. the date on which the Plan terminates;
- B. the date on which he ceases to be an Eligible Employee; or
- C. the date on which he voluntarily ceases to be a Participant pursuant to the terms of the Cafeteria Plan.

Notwithstanding the foregoing, a former Participant who continues to receive Compensation from the Employer shall remain a Participant for all purposes until the date such Compensation ceases.

**2.4 Recommencement of Participation.** A former active Participant will recommence participation on the date of reemployment as an Eligible Employee. A reemployed former active Participant may not make a *new* election which is effective during the Plan Year in which he separated from service with the Employer.

**2.5 Annual Elections.** For any Plan Year, a Participant may affirmatively elect to receive Benefit Credits to be applied to dependent care assistance by filing a Salary Reduction Agreement form, which may be obtained from the Employer, and which shall specify the exact amount of the Participant's Compensation which the Participant wishes to receive as Benefit Credits instead of cash Compensation during the period covered by the Salary Reduction Agreement. The initial Salary Reduction Agreement filed by any Participant who is an Eligible Employee shall become effective on the first day of the first pay period, as applicable to the Participant, which commences after such election form is submitted, properly signed and dated, by the Participant to the Employer and accepted on behalf of the Employer. Any subsequent Salary Reduction Agreement filed by such a Participant shall become effective on the first day of the subsequent Plan Year for which such

election is made. If any Participant fails to file a Salary Reduction Agreement during the Enrollment Period he shall be deemed to have elected to receive cash Compensation under this Plan in accordance with Section 3.6.

**2.6 FMLA Leaves of Absence.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's DCAP Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions, if any. An Employer may require participants to continue DCAP Benefit coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her DCAP Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If a Participant's DCAP Benefit coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the DCAP Plan upon return from

such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose DCAP Benefit coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

**2.7 Non-FMLA Leaves of Absence.** If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 4.4(d) will apply.

### *Section 3*

#### **BENEFITS**

**3.1 Provision of Benefits.** Benefits under this Plan shall take the form of reimbursement by the Employer for Eligible Expenses incurred by a Participant during the Plan Year. A Participant shall be entitled to benefits under this Plan only for Eligible Expenses incurred after becoming a Participant.

**3.2 Amount of Reimbursement.** A Participant shall be entitled to benefits under this Plan in an amount that does not exceed his accumulated Benefit Credits. No Eligible Expense shall be reimbursed to the extent that the expense exceeds such amount. Each payment hereunder shall be a charge to the Participant's Benefit Credits.

**3.3 Limitations on Reimbursement.** The Employer's payment of benefits under this Plan for any Plan Year will be limited to the lesser of (i) the Participant's Eligible Expenses for the year, or (ii) the Participant's Benefit Credits.

**3.4 Covered Expenses.** Reimbursement shall be provided to any individual only for Eligible Expenses incurred while that individual is a Participant. Reimbursement for Eligible Expenses incurred during a period of participation may be made after such participation ceases. An Eligible Expense shall be considered incurred when the goods or services giving rise to such Eligible Expense are provided, irrespective of when such Eligible Expenses are billed to the Participant. Reimbursement shall not be made for any amount that does not qualify as an Eligible Expense, and no Participant or former Participant shall receive any amount by which his Benefit Credits allocated under the Cafeteria Plan for Eligible Expense reimbursement exceed the amount actually paid as reimbursement for Eligible Expenses.

**3.5 Maximum Annual Benefits.** A Participant who is married at the close of a Plan Year may not receive reimbursement for Eligible Expenses incurred by him for the Plan Year in excess of the lesser of:

- A. \$5,000 (or \$2,500 in the case of a married Participant filing a federal income tax return separate from his Spouse);
- B. his Compensation for such Plan Year;
- C. the Compensation of his Spouse for such Plan Year;
- D. the amount set forth in Schedule A attached hereto; or
- E. the Benefit Credits allocated to a Participant's account for the Plan Year.

A Participant who is not married at the close of a Plan Year may not receive reimbursement for

Eligible Expenses incurred by him for the Plan Year in excess of the lesser of \$5,000 or his Compensation for the Plan Year. Notwithstanding the above, the maximum reimbursement paid under this Plan must also be reduced by the amount of any tax-exempt dependent care assistance benefits received by the Participant or his Spouse from any other employer during the Plan Year.

**3.6 Cash Alternative.** Any Participant who has not elected under the procedures described in Section 2 to receive Benefit Credits will be assumed to have elected cash Compensation, and his Compensation will not be reduced to cover the payment of non-cash Benefit Credits under this Plan.

**3.7 Nondiscriminatory Benefits.** The Plan is intended not to discriminate in favor of Highly Compensated Employees as to eligibility to participate, contributions and/or Benefits, and to comply in this respect with the requirements of the Code. If in the judgment of the Plan Administrator, the operation of the Plan in any Plan Year would result in such discrimination, then the Plan Administrator shall select and exclude from coverage under the Plan such Participants and/or reduce such Plan Contributions and/or Benefits under the Plan, all as shall be necessary to assure that, in the judgment of the Plan Administrator, the Plan does not discriminate.

**3.8 Maximum Overall Contributions.** No Participant shall be entitled to reduce Compensation by more than the aggregate maximum amount of Benefit Credits specified in the Cafeteria Plan.

**3.9 Forfeiture of Unused Benefits.** A Participant shall receive no reimbursement for Benefit Credits which are elected but unused during a Plan Year, for any reason.

## Section 4

### IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS

**4.1 Irrevocability of Elections.** Except as described in this Section 4, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- participation in this Plan
- Salary Reduction amounts

#### **4.2 Procedure for Making New Election If Exception to Irrevocability Applies.**

- (a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 2.1 or during the Open Enrollment Period under Section 2.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.4, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.4(d) through 4.4(f), within 30 days after the events described in such Sections).
- (b) *Effective Date of New Election.* Elections made pursuant to this Section 4.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.4(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).
- (c) *Effect of New Election Upon Amount of Benefits.* For the effect of a changed election upon the maximum and minimum benefits under the DCAP Module, see Sections 6.4.

**4.3 Change in Status Defined.** A Participant may make a new election upon the occurrence of certain events as described in Section 4.4, including a Change in Status, for the applicable Module. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan



Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status*. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents*. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status*. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements*. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, and
- (e) *Change in Residence*. A change in the place of residence of the Participant or his or her Spouse or Dependents.

**4.4 Events Permitting Exception to Irrevocability Rule.** A Participant may change an election as described below upon the occurrence of the stated events for the DCAP Module:

- (a) *Open Enrollment Period* - A Participant may change an election during the Open Enrollment Period in accordance with Section 2.2.
- (b) *Termination of Employment* - A Participant's election will terminate under the Plan upon termination of employment in accordance with Section 2.3.
- (c) *Leaves of Absence* - A Participant may change an election under the Plan upon FMLA leave in accordance with Section 2.5 and upon non-FMLA leave in accordance with Section 2.6.
- (d) *Change in Status (Applies to Premium Payment Benefits, Health FSA Benefits as Limited Below, and DCAP Benefits as Limited Below)*. A Participant may change his or her actual or

deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.3), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

- (1) *Loss of Spouse or Dependent Eligibility.* For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status.
- (2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

- (3) *Special Consistency Rule for DCAP Benefits.* With respect to the DCAP Benefits, a Participant may change or terminate his or her election upon a Change in Status if (a) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an employer's plan; or (b) the election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code § 129.
- (e) *Change in Cost* - For purposes of this Section 4.4(e), "similar coverage" means coverage for the same category of benefits for the same individuals. Coverage by another employer, such as a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.
- (1) *Limitation on Change in Cost Provisions for DCAP Benefits.* The above "Change in Cost" provisions Sections 4.4(e) apply to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not a "relative" of the Employee. For this purpose, a relative is an individual who is related as described in Code §§ 152(a)(1) through 152(a)(8), incorporating the rules of Code §§ 152(b)(1) and 152(b)(2).
- (f) *Change in Coverage* - The definition of "similar coverage" under Section 12.4(e) applies also to this Section 4.4(f).
- (1) *DCAP Coverage Changes.* A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care service provider. For example: (a) if the Participant terminates one dependent care service provider and hires a new dependent care service provider, then the Participant may change coverage to reflect the cost of the new service provider; and (b) if the Participant terminates a dependent care service provider because a relative becomes available to take care of the child at no charge, then the Participant may cancel coverage. A Participant entitled to change an election as described in this Section 4.4 must do so in accordance with the procedures described in Section 4.2.

**4.5 Election Modifications Required by Plan Administrator.** The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements

applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

## *Section 5*

### **PLAN ADMINISTRATOR**

**5.1 Plan Administrator.** The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

**5.2 Powers of the Plan Administrator.** The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit

consultants;

- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

**5.3 Reliance on Participant, Tables, etc.** The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

**5.4 Provision for Third-Party Plan Service Providers.** The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

**5.5 Fiduciary Liability.** To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

**5.6 Compensation of Plan Administrator.** Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

**5.7 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

**5.8 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 129 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.



## Section 6

### DCAP MODULE

**6.1 DCAP Benefits.** An Eligible Employee can elect to participate in the DCAP Module by electing to receive benefits in the form of reimbursements for Dependent Care Expenses from the DCAP Benefits and to pay the Contribution for such benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Section 4), such election is irrevocable for the duration of the Period of Coverage to which it relates.

**6.2 Contributions for Cost of Coverage for DCAP Benefits.** The annual Contribution for a Participant's DCAP Benefits is equal to the annual benefit amount elected by the Participant (for example, if the maximum \$5,000 annual benefit amount is elected, then the annual Contribution amount is also \$5,000).

**6.3 Eligible Dependent Care Expenses.** Under the DCAP Module, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

- (a) *Incurred.* A Dependent Care Expense is incurred at the time the Qualifying Dependent Care Services giving rise to the expense is furnished, not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services (e.g., services rendered for the month of June are not fully incurred until June 30 and cannot be reimbursed in full until then).
- (b) *Dependent Care Expenses.* "Dependent Care Expenses" are expenses that are considered to be employment-related expenses under Code § 21(b)(2) (relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse, if any), and expenses for incidental household services, if paid for by the Eligible Employee to obtain Qualifying Dependent Care Services—provided, however, that this term shall not include any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through insurance or any other plan. If only a portion of a Dependent Care Expense has been reimbursed elsewhere (e.g., because the Spouse's DCAP imposes maximum benefit limitations), the DCAP can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Section 6.
- (c) *Qualifying Individual.* "Qualifying Individual" means:
  - a tax dependent of the Participant as defined in Code § 152 who is under the age of 13 and

who is the Participant's qualifying child as defined in Code § 152(a)(1);

- a tax dependent of the Participant as defined in Code § 152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or
- a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code § 21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code § 152(e)) and shall not be treated as a Qualifying Individual with respect to the non-custodial parent.

(d) *Qualifying Dependent Care Services.* "Qualifying Dependent Care Services" means the following: services that both (1) relate to the care of a Qualifying Individual that enable the Participant and his or her Spouse to remain gainfully employed after the date of participation in the DCAP Module and during the Period of Coverage; and (2) are performed—

- in the Participant's home; or
- outside the Participant's home for (1) the care of a Participant's Dependent who is under age 13; or (2) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household.

(e) *Exclusion.* Dependent Care Expenses do not include amounts paid to:

- an individual with respect to whom a personal exemption is allowable under Code § 151(c) to a Participant or his or her Spouse;
- a Participant's Spouse; or
- a Participant's child who is under 19 years of age at the end of the year in which the expenses were incurred.

#### **6.4 Maximum and Minimum Benefits for DCAP**

(a) *Maximum Reimbursement Available; Statutory Limitations.* The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's DCAP Account pursuant to Section 6.5. No reimbursement will be made to

the extent that such reimbursement would exceed the balance in the Participant's Account (that is, the year-to-date amount that has been withheld from the Participant's Compensation for reimbursement for Dependent Care Expenses for the Period of Coverage, less any prior reimbursements). Payment shall be made to the Participant in cash as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Section 6 have been satisfied. Notwithstanding the foregoing, no reimbursement otherwise due to a Participant hereunder shall be made to the extent that such reimbursement, when combined with the total amount of reimbursements made to date for the Plan Year, would exceed the applicable statutory limit. The applicable statutory limit for a Participant is the smallest of the following amounts:

- the Participant's Earned Income for the calendar year;
- the Earned Income of the Participant's Spouse for the calendar year (a Spouse who (1) is not employed during a month in which the Participant incurs a Dependent Care Expense, and (2) is either physically or mentally incapable of self-care or a Student shall be deemed to have Earned Income in the amount of \$200 per month per Qualifying Individual for whom the Participant incurs Dependent Care Expenses, up to a maximum amount of \$400 per month); or
- either \$5,000 or \$2,500 for the calendar year, as applicable:
  - (1) \$5,000 for the calendar year if one of the following applies:
    - the Participant is married and files a joint federal income tax return;
    - the Participant is married, files a separate federal income tax return, and meets the following conditions: (1) the Participant maintains as his or her home a household that constitutes (for more than half of the taxable year) the principal abode of a qualifying individual (i.e., the Dependent for whom the Participant is eligible to receive reimbursements under the DCAP); (2) the Participant furnishes over half of the cost of maintaining such household during the taxable year; and (3) during the last six months of the taxable year, the Participant's Spouse is not a member of such household (i.e., the Spouse maintained a separate residence); or
    - the Participant is single or is the head of the household for federal income tax purposes; or

- (2) \$2,500 for the calendar year if the Participant is married and resides with the Spouse but files a separate federal income tax return.

- (b) *Maximum and Minimum Dollar Limits.* The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$5,000 (subject to the other limitations described above, and subject to Section 6.4(c)). The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$120.
- (c) *Changes; No Proration.* For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document. If a Participant enters the DCAP Module mid-year or wishes to increase his or her election mid-year as permitted under Section 4.4, then there will be no proration rule — i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage up to the maximum dollar limit, as applicable.
- (d) *Effect on Maximum Benefits If Election Change Permitted.* Any change in an election under Section 4 affecting annual contributions to the DCAP Module also will change the maximum reimbursement benefits for the balance of the Period of Coverage (commencing with the election change), as further limited by Section 6.4(a). Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions, if any, made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the DCAP Account, reduced by (3) reimbursements during the Period of Coverage.

**6.5 Establishment of DCAP Account.** The Plan Administrator will establish and maintain a DCAP Account with respect to each Participant who has elected to participate in the DCAP Module, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 6.6.

- (a) *Crediting of Accounts.* A Participant's DCAP Account will be credited periodically during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected

to be allocated to such Account.

- (b) *Debiting of Accounts.* A Participant's DCAP Account will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.
- (c) *Available Amount Is Based on Credited Amount.* As described in Section 6.4, the amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's DCAP Account, less any prior reimbursements (i.e., it is based on the amount credited to the DCAP Account at a particular point in time). Thus, a Participant's DCAP Account may not have a negative balance during a Period of Coverage.

**6.6 Forfeiture of DCAP Accounts; Use-It-or-Lose-It Rule.** If any balance remains in the Participant's DCAP Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing DCAP Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the DCAP during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any DCAP Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be forfeited and applied as described above.

#### **6.7 Reimbursement Claims Procedure for DCAP.**

- (a) *Timing.* Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide

written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.

(b) *Claims Substantiation.* A Participant who has elected to receive DCAP Benefits for a Period of Coverage may apply for reimbursement by submitting a request for reimbursement in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the 90 days following the close of the Plan Year in which the Dependent Care Expense was incurred (except for a Participant who ceases to be eligible to participate, by no later than 90 days after the date that eligibility ceases, as described in Section 6.8), setting forth:

- the person(s) on whose behalf Dependent Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;
- the name of the person, organization or entity to whom the Expense was or is to be paid, and taxpayer identification number (Social Security number, if the recipient is a person);
- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source; and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an Independent third party showing that the Dependent Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$10. If the DCAP benefit is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with IRS guidance.

(c) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Section 6.10.

## **6.8 Reimbursements From DCAP After Termination of Participation.** When a Participant

ceases to be a Participant under Section 2.2, the Participant's Salary Reductions will terminate. However, this Plan provides a "spend down" period in which such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, as well as expenses incurred in the months following termination of eligibility if such months are in the current Plan Year, and the Participant (or the Participant's estate) files a claim within 90 days following the close of the Plan Year.

**6.9 Report to DCAP Participants.** On or before January 31 of each year, the Plan Administrator shall furnish to each Participant who has received reimbursement for Dependent Care Expenses during the prior calendar year a written statement showing the Dependent Care Expenses paid during such year with respect to the Participant, or showing the Salary Reductions for the year for the DCAP Module, as the Plan Administrator deems appropriate.

**6.10 Procedure If Benefits Are Denied Under This Plan.** ERISA does not apply to the DCAP, however, claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. If a claim for reimbursement under this Plan is wholly or partially denied, the claimant must receive a written explanation of the reason for the denial. The claimant has the right to appeal the denial.

**6.11 Debit Cards** (*if applicable*). New proposed regulations incorporate previous guidance on the use of a debit card to pay, substantiate and reimburse qualified expenses.

- Before a Participant receives a Dependent Care Account debit card he/she must agree in writing to the following:
  - That the debit card will only be used to pay for eligible dependent care expenses (as defined by Section 129(d));
  - That the debit card will not be used for expenses that have already been reimbursed;
  - That he/she will not seek reimbursement under any other plan for any expense paid with the debit card; and
  - That he/she will acquire and retain sufficient documentation to substantiate any expense paid with the debit card.
- The debit card must contain a statement providing that the above provisions have been agreed to in writing, and are reaffirmed each time the employee uses the card.
- The amount available must equal the employee's current contribution, and is reduced by amounts



paid or reimbursed for dependent care expenses incurred during the year.

- The card will be automatically cancelled when the employee ceases participation in the Plan.
- The Plan Administrator limits the use of the debit card to:
  - Infant and Adult daycare facilities equipped to process debit card payments.
- The employer substantiates claims in compliance with the regulations.
- The Plan Administrator will follow proper correction procedures for improper payments as outlined in IRS proposed regulations.

The proposed regulations permit point-of-sale substantiation when the merchant code indicates it is a Dependent Care facility.

*Section 7*

**MISCELLANEOUS**

**7.1 Amendment and Termination.** The Employer may amend or terminate this Plan at any time. The Employer may amend this Plan retroactively to enable the Plan to qualify as a dependent care assistance plan under section 129 of the Code. No amendment shall deprive any Participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

**7.2 Effect of Plan on Employment.** The Plan shall not be deemed to constitute an employment contract between the Participating Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Participating Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him or her as a Participant of this Plan.

**7.3 Alienation of Benefits.** No benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

**7.4 Facility of Payment.** If the Employer deems any person incapable of receiving benefits to which he is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Employer to disburse it, whose receipt shall be complete acquittance therefore. Such payments shall, to the extent thereof, discharge all liability of the Employer.

**7.5 Proof of Claim.** As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Employer may require (either directly to the Employer or to any person delegated by it).

**7.6 Status of Benefits.** The Employer believes that this Plan is written in accordance with section 129 of the Code and that it provides certain benefits to Employees which are free from federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax that may be imposed

with respect to those benefits, plus any interest as may be imposed.

**7.7 Applicable Law.** The Plan shall be construed and enforced according to the laws of the State of Florida to the extent not pre-empted by any federal law.

**7.8 Lost Distributees.** Any benefit payable hereunder shall be deemed forfeited if the Employer is unable to locate the Participant to whom payment is due, provided, however, that such benefit shall be reinstated if a claim is made by the Participant for the forfeited benefit.

**7.9 Severability.** If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

**7.10 Heirs and Assigns.** This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.

**7.11 Headings and Captions.** The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

**7.12 Tax Effects.** Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether or not any payments received by a Participant hereunder will be treated as includible in gross income for federal or state income tax purposes.

**7.13 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

**7.14 Terms.** The primary meaning of terms set forth in this Plan shall be as defined in Section I (Definitions).

**7.15 Source of Payments.** The Employer shall be the sole source of Benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Company upon termination of employment or otherwise, except as provided from time to time under the Plan and then only to the extent of the Benefits payable under the Plan to such Employee or beneficiary.

Amended Document Executed June 19, 2019

**TOWN OF SURFSIDE**

By: \_\_\_\_\_  
Christopher Wallace

Witness: \_\_\_\_\_

**SCHEDULE A**  
**TOWN OF SURFSIDE**  
**DEPENDENT CARE ASSISTANCE PLAN**  
**EMPLOYEE CONTRIBUTION LIMITATIONS**

|                                       | <b>Minimum*</b> | <b>Maximum*</b> |
|---------------------------------------|-----------------|-----------------|
| <b>Dependent Care Assistance Plan</b> | <b>\$10.00</b>  | <b>\$416.67</b> |

\*Monthly, based on a 12 month Plan Year; Dependent Care FSA annual maximum is \$5,000.00

## **SECTION 4**

### **SUMMARY PLAN DESCRIPTION (SPD)**

PLACE ALL PAGES OF THE SUMMARY PLAN DESCRIPTION AFTER TAB 4

DISTRIBUTE A COPY OF SPD TO ALL EMPLOYEES

**TOWN OF SURFSIDE**  
**FLEXIBLE BENEFITS PLAN**  
**SUMMARY PLAN DESCRIPTION**

**PLAN PURPOSE**

The Town of Surfside Flexible Benefits Plan (the “Plan”) is a benefit program that allows you to use pre-tax benefit dollars through payroll deduction to pay for insurance premium(s), HSA contributions, unreimbursed medical expenses, and dependent care expenses. Section 125 of the Internal Revenue Code permits Town of Surfside to offer you the opportunity to participate in designing your own personalized benefit plan on a tax-favored (pretax) basis. This Summary does not describe every detail of the Flexible Benefits Plan. If there is a conflict between the Plan Document and the Summary, the Plan Document will control.

**WHO IS ELIGIBLE TO ENROLL IN THE PLAN**

If you are an Employee regularly scheduled to work 30 or more hours per week for Town of Surfside (“Employer”), or any affiliate of the Employer which adopts the Plan (“Participating Employer”), then you are eligible to participate in the Plan.

For purposes of the Premium Only Module your Spouse or Dependent(s) can only receive benefits through the Plan if they are named on your qualifying policy. Your Spouse or Dependent(s) cannot participate in the Plan independently.

Self-employed individuals are not eligible to participate in the Plan, however C Corporation owners who are also W2 Employees can participate.

**HOW TO ENROLL**

After you become eligible, you must select which benefits you would like to purchase through the Plan. Your decision must be made during the month preceding the Plan Year for which it will be in effect. Each year, Town of Surfside will provide you with a written election form that will enable you to identify the benefits in which you wish to participate and the portion of your salary reduction that may be applied to provide each benefit.

If for some reason, as a newly eligible Employee, you fail to complete an election form, then you will be deemed to have elected cash compensation to the extent permissible (your normal paycheck will not be voluntarily reduced). If you are already a Plan participant and you fail to complete an election form for the upcoming Plan Year, then you will be able to maintain the medical and dental

benefit options, if any, that you elected for the prior year, but will not be eligible to participate in either the Health FSA or the Dependent Care Assistance Plan (DCAP) Spending Account.

You may build a completely new plan each year. Keep in mind that your choices are in effect for the entire Plan Year. Generally, you cannot change the elections you have made after the beginning of the Plan Year.

If, for any reason, you become unable to make the required contributions for the Plan, your benefits will cease at that time. You will not be able to resume pretax payment of premiums until the next Plan Year.

## **WHEN YOU ARE ELIGIBLE TO ENROLL**

You may enroll in the Plan effective on the first day of the month following completion of 30 consecutive days of employment as an Eligible Employee.

## **SCHEDULE OF FLEXIBLE BENEFITS**

Benefits may be purchased through the Flexible Benefits Plan with pretax income. Details relative to the cost per pay period for each benefit and the minimum and maximum amounts you may contribute to the Spending Accounts are provided by Town of Surfside on the enrollment form and outlined in Schedule B and Schedule D of this Summary Plan Description.

The benefits from which you may choose include:

- medical plan(s) outlined in Schedule A
- Health Savings Account (HSA) contributions
- two different spending accounts:
  - a Health Flexible Spending Account (Health FSA)
  - a Dependent Care Assistance Plan Flexible Spending Account (DCAP)

Each benefit under the Flexible Benefits Plan has separate rules governing benefits and plan administration. These rules are explained in more detail in the plan documents that have been prepared solely for the purpose of each particular benefit. A copy of all this information is available from Christopher Wallace at the Company.

## **OPTIONAL BENEFITS**

Briefly, the Optional Benefits from which you may choose are as follows:



## **1. Health Insurance Plan(s)**

You may purchase the health insurance coverage for yourself and your family through the Flexible Benefits Plan. You may pay for this coverage using pretax dollars that are automatically deducted per pay period. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

## **2. Health Savings Account (HSA) Module**

An Eligible Employee can elect to participate in the HSA Module by electing to make HSA Contributions on a pre-tax Salary Reduction basis. The HSA is established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). Such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

The annual Contribution for your HSA Benefits is equal to the annual benefit amount elected by you (for example, if the maximum \$7,000 annual benefit amount is elected, then the annual contribution amount is also \$7,000). In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made. Effective January 1, 2019, the maximum HSA contribution amounts are \$3,500 for single coverage and \$7,000 for family coverage, indexed annually.

An additional catch-up Contribution (\$1,000 each year) may be made for HSA owners who are age 55 or older. In addition, the maximum annual Contribution shall be reduced by any matching (or other) Employer Contribution made on the Participant's behalf, other than pre-tax Salary Reductions made under the Plan.

The HSA is not an Employer-sponsored Employee benefit plan; it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Employee, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward contributions that the Employee makes via pre-tax Salary Reductions - such a list is not an endorsement of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited

in a HSA.

The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an Employer-sponsored Employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

An election to make a Contribution to your HSA can be increased, decreased or revoked at any time during the year on a prospective basis. Such election changes shall be effective no later than the first day of the next calendar month following the date that the election change was filed. No Benefit Package Option election changes can occur as a result of a change in HSA election. See your Plan Administrator for more details.

### **3. Flexible Spending Accounts (FSAs)**

There are some expenses you know you will have to pay for in the coming year; for instance, new eyeglasses, medical and dental care expenses not covered by the health plan, or perhaps care for a child or an incapacitated dependent adult while you are at work. Normally you would pay for expenses like these with after-tax income. And, because taxes reduce the value of your dollar, you would have to earn considerably more than \$100 to pay for \$100 of expenses.

If you are eligible to participate, the Town of Surfside Flexible Benefits Plan allows you to contribute pretax income to create special accounts in order to reimburse yourself on a pretax basis for payment of certain medical and dependent care expenses. It is like getting a discount on these bills since you do not have to earn as much money to pay for them. The money you contribute to spending accounts by automatic payroll deduction is not subject to federal or Social Security taxes but, depending on your residence, may be subject to state and local income taxes.

### ***How Health FSAs and Dependent Care Assistance Plan Spending Accounts Work***

You may establish spending accounts for two separate categories of predictable expenses -medical care and dependent care. Once you have determined your annual predictable expenses for the period of time covered by the Plan Year, a portion of that amount may be paid for with pretax pay, deposited on a per pay period basis to the spending account you have elected. The minimum amount you may defer is \$120.00 per Plan Year. The maximum pretax deferral for the Health FSA and for the Dependent Care Assistance Plan is outlined in Schedule D attached to this Summary. The Internal Revenue Code Section 125 states that these balances cannot be combined or used for purposes other than for which they were originally intended.

To receive reimbursement, you must complete a claim form and submit it along with your paid bills to the Benefits Administrator of Town of Surfside or the designated claims administration representative. Once the claims administrator receives the claims all claims will be processed for reimbursement on a monthly basis. Upon submission of a claim to your Health FSA, you will be reimbursed the full amount of your eligible expenses up to your elected Health FSA pretax deferral amount. However, you must have accumulated a sufficient credit balance in your Dependent Care Assistance Plan in order to receive full reimbursement; otherwise, you will receive partial reimbursement with the remaining portion of the claim automatically considered for reimbursement in subsequent months as more dollars are contributed from your pay to your Dependent Care Assistance Plan. If the Health FSA and/or Dependent Care Assistance Plan is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), you will be required to comply with substantiation procedures established by your Plan Administrator in accordance with IRS guidance. You must acquire and retain sufficient documentation to substantiate any expense paid with the debit card.

### ***The Health FSA***

Under this category are expenses such as deductibles and copayments, uninsured medical and dental expenses, vision care and hearing care. Generally, the expenses covered must be "medically necessary," with substantiated claims and allowable as deductions under Code Section 213. Covered expenses do not include premiums paid for other health plan coverage, including plans maintained by the Employer of your Spouse or Dependents, or expenses for non-reconstructive cosmetic surgery; nor do they include expenses for personal mileage. More detailed information about what is eligible and what is not eligible for reimbursement will be provided later in this Summary.

Reimbursable "Medical Care Expenses" will vary depending on which Health FSA coverage option you elect. If you have contributions to a Health Savings Account (HSA) during the year, you are only permitted to elect a Limited Health FSA, reimbursing dental, vision and preventive care and post deductible expenses, as outlined below. The following three options outline the definition of "Medical Care Expenses" as they relate to the General Purpose, Limited, and Employee Only Health FSA plans:

- *General-Purpose Health FSA Option.* For purposes of this Option, "Medical Care Expenses" means expenses incurred by you or your Spouse or Dependents for medical care, as defined in Code § 213(d)—provided, however, that this term does not include expenses that are excluded under Schedule E to this Summary, nor any expenses for which you or other person incurring the expense is reimbursed for the expense through the Medical Insurance Plan, other insurance, a Health Savings Account (HSA), or any other accident or health plan. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of Section 6 of the Health FSA Plan.
- *Limited Purpose Health FSA Option and Post Deductible Health FSA Option.* **These are the only Health FSA options available to Employees funding a Health Savings Account (HSA).** The Limited Purpose FSA Option defines "Medical Care Expenses" as those expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code § 213(d)—provided, however, that such expenses are limited to *vision care; dental care; and preventive care only*. The Post Deductible FSA Option defines "Medical Care Expenses" as those expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code § 213(d)—provided, however the expenses have been incurred after the minimum deductible for a qualified HSA insurance plan deductible has been satisfied. The minimum deductibles may change from year to year. Your Plan Administrator can advise you on what the minimum deductibles are. It is specifically the Employee's responsibility regarding Flexible Spending Account (FSA) reimbursements not to request anything that could violate the terms of the Employee's Health Savings Account (HSA).
- *Employee-Only Health FSA Option.* For purposes of this Option, "Medical Care Expenses" means expenses incurred by you (but not by your Dependent or Spouse) for medical care

as defined in Code § 213(d)—provided, however, that this term does not include expenses that are excluded under Schedule E to this Summary, nor any expenses for which you are reimbursed through the Medical Insurance Plan, other insurance, or any other accident or health plan. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of Section 6 of the Health FSA Plan.

You must determine before the Plan Year starts which plan you elect and how much you will likely spend in out-of-pocket medical expenses. One way to predict your reimbursable expenses is to look at your bills over the past couple of years. While the objective of these reimbursements is to help you to maintain good health through preventive care, it is important not to overestimate your needs, because the tax law requires unused amounts in your spending accounts to be forfeited at the end of each Plan Year.

### ***The Dependent Care Assistance Plan Spending Account***

Dependents are defined for this purpose as children up to age 13, handicapped children or adults, or elderly individuals who rely upon you for financial support and are eligible to be claimed as an exemption on your federal tax return. If dependent care is required to enable you (or a Spouse or single person) to work, these expenses may be eligible for reimbursement. Included are payments to child care centers, nursery schools and payment for summer day camps, after-school care and elderly care. Care within your home by a relative (for whom you do not take a standard tax exemption, provided the relative is not a child under 19), or a nonrelative, as long as such a person is reporting payments as income, is also eligible.

Be aware that you may be able to take a federal tax credit for eligible expenses up to \$3,000 (for one dependent) or \$6,000 (for more than one dependent). The credit equals 35% of expenses, reduced by one percentage point (but not to drop below 20%) for each \$2,000 (or fraction) by which your adjusted gross income exceeds \$15,000. Any amounts deferred to a Dependent Care Spending Account will reduce dollar-for-dollar the maximum allowable expense under the tax credit. This can be confusing, you may want to consult with your tax advisor, or see IRS Publication No. 503 "Child and Dependent Care Expenses".

### ***Spending Accounts - Other Facts to Consider***

In order to allow this unique opportunity to reduce your taxable income, the IRS has placed some restrictions on flexible spending accounts:

- Compensation redirection authorized for medical and dependent care expense reimbursement is in effect for the entire year unless you have a change in status such as those listed under "Election Changes" in this Summary Plan Description.

- You must use all of the funds in your spending accounts by the end of the Plan Year or you will lose them; the balances cannot be combined, carried over into the next year, or converted to cash. So, if you choose to open a Medical or Dependent Care Spending Account, it is wise to be conservative in your estimate of future reimbursable expenses. However, your Employer may amend the Health FSA to adopt a 2 ½ month grace period allowing an expense incurred in a new Plan Year to be reimbursed from unused funds of the prior Plan Year. Or, your Employer may amend the Health FSA Plan to permit up to \$500.00 of unused funds from a prior Plan Year to carryover to the next Plan Year. These options only apply to the Health FSA component of your Plan. Your Employer will notify you of any such benefit before the end of the Plan Year to which it applies.

- You may request statements periodically to remind you how much money is left in your account. This money must be used for expenses incurred before the end of the Plan Year or be forfeited. You may continue to submit claims up to three months after the Plan Year ends for prior year's expenses. Employees who terminate employment during the Plan Year will be given three months from their date of termination in which to submit expenses incurred prior to their termination for remaining Health FSA benefits. However a spend-down provision applies to the Dependent Care FSA that will allow you to use up your remaining benefits prior to the end of the Plan Year. You will be given three months from the end of the Plan Year to submit claims incurred for your Dependent Care Assistance Plan.

## **ELECTION CHANGES**

You generally cannot change your election to participate in this Plan or vary the salary reduction amounts that you have selected during the Plan Year (known as the irrevocability rule). Of course, you can change your elections for benefits and salary reductions during the Open Enrollment Period, but that will apply only for the upcoming Plan Year. During the Plan Year, however, there are several important exceptions to the irrevocability rule, known as "Change in Election Events." Participants can change their elections under the Salary Reduction Plan during a Plan Year if an event occurs that is a Change in Election Event and certain other conditions are met, as described below. For details, see the various Change in Election Events headings below for the specific type of Changes in Election Event: Leaves of absence, including FMLA leave; Changes in Status; Certain Judgments,

Decrees, and Orders; Medicare and Medicaid; Changes in Cost; Changes in Coverage; and Changes in HSA Elections. Note that the Change in Election Events do not apply for all Benefits - applicable exclusions are described under the relevant headings. In addition, the Plan Administrator can change certain elections on its own initiative. Note also that no changes can be made with respect to Medical Insurance Benefits if they are not permitted under the Medical Insurance Plan.

If any Change in Election Event occurs, you must inform the Plan Administrator and complete a new Election Form/Salary Reduction Agreement within 30 days after the occurrence. A special HIPAA enrollment period of no more than 60 days is provided as of April 1, 2009 for Employees and their Dependents for loss of Medicaid or CHIP coverage; or upon becoming eligible for a Premium Assistance Subsidy. The 60 day special enrollment period applies to Insurance Plans only, not to Health FSA and/or Dependent Care FSA enrollment. If the change involves a loss of your Spouse's or Dependent's eligibility for Medical Insurance Benefits, then the change will be deemed effective as of the date that eligibility is lost due to the occurrence of the Change in Election Event, even if you do not request it within 30 days.

**1. Leaves of Absence.** You may change an election under the Salary Reduction Plan upon FMLA, non-FMLA, and USERRA leaves of absence.

**2. Change in Status.** If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status. Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations:

- a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment). "Spouse" means the person who is legally married to you and is treated as a Spouse under the Internal Revenue Code ("the Code");
- a change in the number of your Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent). "Dependent" means your tax dependent under the Code;
- any of the following events that change the employment status of you, your Spouse, or your Dependent and that affects benefits eligibility under a cafeteria plan (including this Salary Reduction Plan) or other Employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or



commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid; union to non-union; or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular Employee benefit;

- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specific age, ceasing to be a student, or a similar circumstance).
- a change in your, your Spouse's or your Dependent's place of residence.

**3. Change in Status—Other Requirements.** If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility.

Election changes may not be made to reduce Health FSA coverage during a Plan Year; however, election changes may be made to cancel Health FSA coverage completely due to the occurrence of any of the following events: death of your Spouse, divorce, legal separation, or annulment; death of your Dependent; change in employment status such that you become ineligible for Health FSA coverage; or your Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage (e.g., on account of attaining a specific age)\*. But if you cancel coverage, it cannot result in your contributions for the year being less than the amount for which you have already been reimbursed. For example, assume that you elected to contribute \$100 per month to the Health FSA and in February you were reimbursed for expenses in the amount of \$700. If a Change in Status Event occurs in March that allows you to cancel coverage, your cancellation will not take effect until you have contributed a total of \$700 for the year. In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For accident and health benefits (applies to Medical Insurance Plan and the Health FSA Benefits), a special rule governs which type of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the

eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with that Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of this Salary Reduction Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage.

- *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Salary Reduction Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

\*IRS Notice 2010-38 states that the applicable Treasury Regulations have been amended retroactively to March 30, 2010, to include Change in Status events covering children under age 27 who do not otherwise qualify as dependent children, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage.

- *DCAP Benefits.* With respect to the DCAP Benefits, you may change or terminate your election with respect to a Change in Status event only if (a) such change or termination is made on account of and conforms with a Change in Status that affects eligibility for coverage under the DCAP; or (b) your election change is on account of and conforms with a Change in Status that affects the eligibility of Dependent Care Expenses for the available tax exclusion.

**4. Special Enrollment Rights.** (*Applies to Medical Insurance Benefits, but Not to Health FSA or DCAP Benefits.*) In certain circumstances, enrollment for Medical Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Medical Insurance Benefits. When a special enrollment right applies to your Medical Insurance

Benefits, you may change your election under the Salary Reduction Plan to correspond with the special enrollment right.

**5. Certain Judgments, Decrees, and Orders.** *(Applies to Medical Insurance Benefits and Health FSA Benefits, but Not to DCAP Benefits.)* If a judgment, decree, or order from a divorce, separation, annulment or custody change requires your child (including a foster child who is your Dependent) to be covered under the Medical Insurance Benefits or Health FSA Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child if such coverage is, in fact, provided for the child.

**6. Medicare or Medicaid.** *(Applies to Medical Insurance Benefits, to Health FSA Benefits as Limited Below, but Not to DCAP Benefits.)* If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan, and/or your Health FSA coverage may be canceled completely but not reduced. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage (here, Medical Insurance Benefits and/or Health FSA Benefits, as applicable). Effective April 1, 2009 you are provided a 60 day special enrollment period by the CHIP Reauthorization Act for you or your Dependent's loss of health coverage under Medicaid. The 60 day special enrollment period applies to Insurance Plans only, not to Health FSA and/or Dependent Care Assistance FSA enrollment.

**7. Eligibility for Premium Assistance Subsidy.** Effective April 1, 2009 you are provided a 60 day special enrollment period by the CHIP Reauthorization Act if you become eligible for a Premium Assistance Subsidy. The 60 day special enrollment period applies to Insurance Plans only, not to Health and/or Dependent Care Assistance FSA enrollment.

**8. Change in Cost.** *(Applies to Medical Insurance Benefits, and to DCAP Benefits as Limited Below, but Not to Health FSA Benefits.)* If the cost charged to you for your Medical Insurance Benefits or DCAP benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefits package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefits package option provides similar coverage. (Note that, for purposes of this definition, (a) the Health FSA is not similar coverage with respect to the Medical

Insurance Benefits; (b) an HMO and a PPO are considered to be similar coverage (the Employer currently offers an HMO and a PPO); and (c) coverage under another employer plan, such as the plan of a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.)

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost. The Plan Administrator generally will notify you of increases in the cost of Medical Insurance benefits; you generally will have to notify the Plan Administrator of increases in the cost of DCAP benefits. The change in cost provision applies to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not your relative.

**9. Change in Coverage.** (*Applies to Medical Insurance Benefits and DCAP Benefits, but Not to Health FSA Benefits.*) You may also change your election if one of the following events occurs:

- *Significant Curtailment of Coverage.* If your Medical Insurance Benefits or DCAP benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefits package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally—loss of one particular physician in a network does not constitute significant curtailment.) If your Medical Insurance Benefits or DCAP Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefits package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage; you generally will have to notify the Plan Administrator of significant curtailments in DCAP Benefits coverage.)
- *Addition or Significant Improvement of Salary Reduction Plan Option.* If the Salary Reduction Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may

permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.

- *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal programs). Effective April 1, 2009 you are provided a 60 day special enrollment period by the CHIP Reauthorization Act for you or your Dependent's loss of health coverage under CHIP. The 60 day special enrollment period applies to Insurance Plans only, not to DCAP enrollment.
- *Change in Election Under Another Employer Plan.* You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Salary Reduction Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.  
For example, if an election to drop coverage is made by your Spouse during his or her employer's open enrollment, you may add coverage under the Salary Reduction Plan to replace the dropped coverage.
- *DCAP Coverage Changes.* You may make a prospective election change that is on account of and corresponds with a change by your dependent care service provider. For example: (a) if you terminate one dependent care service provider and hire a new dependent care service provider, then you may change coverage to reflect the cost of the new service provider; and (b) if you terminate a dependent care service provider because a relative becomes available to take care of the child at no charge, then you may cancel coverage.

**10. Change in HSA Elections.** If you have enrolled in the Plan during Open Enrollment and have elected HSA Benefits, then you may increase, decrease, or revoke your HSA Benefits election on a prospective basis at any time during the Plan Year, in accordance with the Plan's administrative procedures for processing election changes. *No other benefits package option election changes can be made as a result of a change in your HSA Benefits election.* For example, generally you would not be able to terminate an election under the Health FSA in order to be eligible for the HSA, unless one

of the exceptions described above for Health FSA Benefits otherwise applied (such as a change in status).

**11. Modifications Required by the Plan Administrator.** The Plan Administrator may modify your election(s) downward during the Plan Year if you are a key Employee or highly compensated individual (as defined by the Code), if necessary to prevent the Salary Reduction Plan from becoming discriminatory within the meaning of the federal income tax law. Additionally, if a mistake is made as to your eligibility or participation, the allocations made to your account, or the amount of benefits to be paid to you or another person, then the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under the Code and other applicable law, allocate, withhold, accelerate, or otherwise adjust such amounts as will in its judgment accord the credits to the account or distributions to which you are or such other person is properly entitled under the Salary Reduction Plan. Such action by the Plan Administrator may include withholding of any amounts due from your compensation.

## **MEDICAL CARE EXPENSES THAT MAY BE REIMBURSED FROM THE HEALTH FSA**

For Health FSAs, “Medical Care Expense” means expenses incurred by you, your Spouse, or your Dependents for “medical care” as defined in Code § 213(d). Under the tax laws, “Medical Care Expenses” now includes expenses for over-the-counter (OTC) drugs and medicines that are prescribed by a physician, as well as expenses for prescription drugs. Your Health FSA Account may reimburse reasonable quantities of over-the-counter (OTC) medical care items of the same kind purchased in a single calendar month; stockpiling is not permitted.

Schedule E of this Summary specifies certain expenses that are not reimbursable, even if they meet the definition of “medical care” under Code § 213(d) and may otherwise be reimbursable under regulations governing Health FSAs. Note that many expenses that are not on the list of exclusions on Schedule E will still not be reimbursable if such expenses do not meet the definition of “medical care” under Code § 213(d) and other requirements for reimbursement under the Health FSA.

For more information about what items are—and are not—Medical Care Expenses, consult IRS Publication 502 (“Medical and Dental Expenses”) under the headings “What Medical Expenses Are Deductible?” and “What Expenses Are Not Deductible?” But use the Publication with caution, because it was meant only to help taxpayers figure out what medical expenses can be deducted on the Form 1040 Schedule A (i.e., to figure out their tax deductions), not what is reimbursable under a Health FSA. In fact, some of the statements in the Publication are not correct when determining

whether that same expense is reimbursable from your Health FSA. This is because there are several fundamental differences between what is deductible as medical care (under Code §§ 213(a) and 213(b)) and what is reimbursable as medical care under a Health FSA (under Code § 213(d)). Not all expenses that are deductible are reimbursable under a Health FSA. (For example, health insurance premiums, founders' fees, lifetime care, long-term contracts, and long-term care services are listed as deductible expenses in Publication 502, but generally they cannot be reimbursed from your Health FSA.) And not all expenses that are reimbursable under a Health FSA are deductible. (For example, Health FSAs may reimburse OTC drugs that are prescribed by a physician if they qualify as medical care under Code § 213(d), but they are still not deductible under Code §§ 213(a) and 213(b).)

Ask the Plan Administrator if you need further information about which expenses are - and are not - likely to be reimbursable, but remember that the Plan Administrator is not providing legal advice. If you need an answer upon which you can rely, you may wish to consult a tax advisor.

#### **FMLA LEAVES OF ABSENCE** *(Applicable to groups of 50+ employees)*

If you go on a qualifying leave under the Federal Family and Medical Leave Act of 1993 (FMLA), then to the extent required by the FMLA your Employer will continue to maintain your Medical Insurance Benefits, HSA Benefits, and Health FSA Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits and Health FSA Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis). If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Medical Insurance Benefits and Health FSA Benefits, then you may pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pretax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan



Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Medical Insurance Benefits and Health FSA Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to. If your Medical Insurance Benefits or Health FSA Benefits coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave. But despite the preceding sentence, with regard to Health FSA Benefits, if your coverage ceased you will be permitted to elect whether to be reinstated in the Health FSA Benefit at the same coverage level as was in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at a coverage level that is reduced pro rata for the period of FMLA leave during which you did not pay contributions. If you elect the pro rata coverage, the amount withheld from your compensation on a payroll-by-payroll basis for the purpose of paying for reinstated Health FSA Benefits will equal the amount withheld before FMLA leave. If you are commencing or returning from FMLA leave, then your election for non-health benefits (such as DCAP Benefits) will be treated in the same way as under your Employer's policy for providing such Benefits for Participants on a non-FMLA leave (see below). If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

## **NON-FMLA LEAVES OF ABSENCE**

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave, or

with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply.

## **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

A Participant who takes an unpaid leave of absence under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA Leave”), may revoke his election to participate under any benefit offered under this Plan, for the remainder of the Plan Year in which such leave of absence commences. Such revocation shall take effect in accordance with such procedures as prescribed by the Plan Administrator. Upon such Participant’s return from his or her USERRA Leave, the Participant may be reinstated in the Plan, on the same terms that applied to the Participant prior to his or her taking the USERRA Leave, and with such other rights to make enrollment changes as are provided to other Participants under the Plan. Notwithstanding the foregoing, a Participant on USERRA Leave shall have no greater rights to benefits for the remainder of the Plan Year in which the USERRA leave commences, as other Plan Participants.

## **ABOUT TAXES**

Social Security taxes are not deducted from the amount you pay in premiums on a pretax basis. This could result in a small reduction in the Social Security benefit you receive at retirement. This is because Social Security benefits are based on what you earned while you were working, up to the Taxable Wage Base (TWB). The TWB is adjusted annually. If your compensation is above the TWB, your Social Security benefit is not likely to be affected. If you are below the TWB, the benefit would be reduced. The tax advantages you gain through the Flexible Benefits Plan may offset any possible reduction in Social Security benefits.

## **FUTURE OF THE FLEXIBLE BENEFITS PLAN**

The Flexible Benefits Plan is based on Town of Surfside's understanding of the current provisions of the Internal Revenue Code. Town of Surfside reserves the right to amend or discontinue the Plan if regulations or changes in the tax law make it advisable to do so. If the Plan is amended or terminated, it will not affect any benefit to which you were entitled before the date of the amendment or termination.

## **QUALIFIED MEDICAL CHILD SUPPORT ORDERS**

Generally, your Plan benefits may not be assigned or alienated. However, an exception applies in the case of a "qualified medical child support order." Basically, a qualified medical child support order is a court-ordered judgment, decree, order or property settlement agreement in connection with state domestic relations law which either (1) creates or extends the rights of an "alternate recipient" to participate in a group health plan, including this Plan, or (2) enforces certain laws relating to medical child support. An "alternate recipient" is any child of a Participant who is recognized by a medical child support order as having a right to enrollment under a Participant's group health plan.

A medical child support order will outline certain specific conditions to be qualified. You will be notified by the Plan Administrator if it receives a medical child support order that applies to you and the Plan's procedures for determining whether the medical child support order is qualified.

## **MATERNITY AND NEWBORN COVERAGE**

Since this Plan could offer maternity and newborn coverage under the Health FSA and one or more of the Health Insurance Plan(s), you are advised that under Federal law, this Plan and the insurers may not restrict benefits (or fail to provide reimbursement) for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require authorization from this Plan or its Administrator or the insurance issuer for prescribing a length of stay not in excess of the above periods.

## **REVISED DEFINITION OF "DEPENDENT" BY WFTRA**

The definition of "Dependent" has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005, effective January 1, 2005. An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following four criteria must be met to be a qualifying child:

- The individual has a specific family type relationship to the taxpayer
- The individual does not provide more than half of his or her own support
- The individual has the same place of residence as the taxpayer for more than half of the year
- The individual does not turn age 19 (24 if a full-time student)\*, by the end of the Plan Year

In addition the following four criteria must be met to be a qualifying relative:

- The individual has a specific family type relationship to the taxpayer

- The individual is not a qualifying child of any other taxpayer
- The individual receives more than half of his or her support from the taxpayer
- The individual's annual gross income is less than the Section 151 limit (this criteria does not apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22(e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

No person shall be considered a Dependent of more than one Employee. If both an Employee and an Employee's Spouse are employed by the Employer, dependent children may be covered by either Spouse, but not by both.

\*NOTE: the Internal Revenue Service (the "IRS") Notice 2010-38 (the "Notice") provides important guidance regarding the tax treatment of Employer-provided health coverage to Employees' adult children who have not attained age 27 as of the end of the Employee's taxable year. Treasury regulations have been amended retroactively to March 30, 2010, to allow both the amounts paid by an employer for coverage for an Employee's adult children and the amounts paid by (or reimbursed to) the Employee for such coverage to be excluded from the Employee's gross income, in the same manner as coverage that is provided to an Employee's Spouse or Dependent defined under Section 152 of the Code. The Notice provides important guidance and further clarifications with regard to these issues.

## **YOUR PRIVACY RIGHTS UNDER HIPAA**

Except for certain permitted uses and disclosures, the Privacy Rule issued by the federal government prohibits the Health FSA Plan from using or disclosing certain health information about you that is created or received by the Health FSA Plan without your written authorization. For additional information about your privacy rights, please either refer to the Plan's Privacy Notice or contact the Plan's Privacy Official: Christopher Wallace or designee.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), defines **Protected Health Information (PHI)** as information that is created or received by the Plan and relates to the past, present or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present or future payment of the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the

information can be used to identify the participant. Protected health information includes information of persons living or deceased.

The HIPAA definition of PHI applies to this plan and it restricts a Plan Administrator's use and disclosure of PHI. The Plan Administrator shall have access to PHI from the Plan only as permitted under this plan or as otherwise required or permitted by HIPAA, subject to the conditions of permitted disclosure and after obtaining written certification. The Plan may disclose PHI to the Plan Administrator, provide that the Plan Administrator uses or discloses the PHI for Plan administration purposes only. Plan Administration Purposes include administrative functions performed by the Plan Administrator on behalf of the Plan, such as, claims processing, auditing, and monitoring.

The Plan may disclose to the Plan Administrator information on whether the individual is participating in the plan, or is enrolled in or has disenrolled from the Plan.

With respect to PHI disclosed by the Plan to the Plan Administrator, the Plan Administrator shall:

1. Not use or disclose the PHI other than is permitted or required by the Plan or by law.
2. Not use or disclose the PHI for employment-related actions and decisions.
3. Ensure that any agents, or subcontractors to whom PHI is provided, agrees to the same privacy restrictions and conditions that apply to the Employer and the Plan Administrator.
4. Report to The Plan any use or disclosure of PHI that is any violation of the HIPAA Privacy Rule.
5. Make available PHI to comply with the HIPAA right to access in accordance with the law.
6. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements.
7. Return or destroy all PHI received from the Plan that the Employer or Plan Administrator still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, if feasible.
8. Satisfy the requirement of adequate separation between the Plan and the Employer.

The Employer shall allow only the PHI Officer and other designated persons, access to PHI. These specified Employees, or classes of Employees, shall only have access to and use PHI to the extent necessary to perform the Flexible Benefits Plan administration functions that the Plan Administrator performs for the Plan. Any of these specified Employees who do not comply with the provisions of this Section, shall be subject to disciplinary action by the

Employer for non-compliance pursuant to the Employer's Employee discipline and termination procedures.

### **COBRA CONTINUATION COVERAGE** *(Generally applicable to groups of 20+ employees)*

If you terminate employment, under Federal law, you, your Spouse, and/or your covered Dependents lose coverage under this Plan. You, your Spouse, and/or your covered Dependents may be entitled to continuation of health care coverage. The Administrator will inform you of these rights if you lose coverage for any reason other than divorce, legal separation or a covered dependent ceasing to be a dependent. Generally, if we (and any related companies) employed twenty (20) or more Employees "on a typical business day" in the preceding calendar year, health plan continuation must be made available for a period not to exceed eighteen (18) months if a loss of benefits occurs because of your termination of employment or reduction of hours, or for a period not to exceed three (3) years for any of the other reasons given in (b) and (c) below. Under certain circumstances, persons who are disabled at the time of termination of employment or reduction in hours and/or within the first 60 days of COBRA coverage may be eligible for continuation of coverage for a total of 29 months (rather than 18). You should check with the Administrator for more details regarding this extended coverage. However, in certain circumstances, this continuation coverage may be terminated for reasons such as failure to pay continuation coverage cost, coverage under another employer's plan (whether as an Employee or otherwise, provided the other employer's health plan does not contain any exclusion or limitation with respect to any pre-existing condition of the beneficiary unless the pre-existing condition limit does not apply to, or is satisfied by, the qualified beneficiary by reason of the group health plan portability, access and renewability requirements of the Health Insurance Portability and Accountability Act, ERISA or the Public Health Services Act), termination of our health plan, a "for cause" termination of coverage for reasons such as fraud, or you (or the person entitled to continued coverage) become enrolled in Medicare. However, if you become enrolled in Medicare, your covered dependents may still qualify for continuation coverage. The cost of continuation coverage must be paid by the individual choosing such coverage; however, the cost may not exceed 102% of the cost of the same coverage for a "similarly situated" Employee or family member. When the continuation coverage for a disabled person is extended from 18 months to 29 months, the disabled person may be charged 150% (rather than 102%) of the cost of the coverage after expiration of the initial 18-month period.

(a) If you would otherwise lose your health plan coverage under this Plan because of a termination of employment or a reduction in hours, you may continue the health plan coverage provided under this Plan. However, this will not be a tax-deductible expense to you, absent unusual circumstances.

(b) Your Spouse may choose continuation coverage for himself or herself if he or she loses group health coverage for any of the following reasons: (1) your death; (2) your divorce or legal separation; or (3) you become enrolled in Medicare.

(c) Your dependent children, including a child born to or placed for adoption with the Participant during the period of COBRA coverage, may choose continuation coverage for themselves if they lose group health coverage for any of the following reasons: (1) death of a parent; (2) your divorce or legal separation; (3) you become enrolled in Medicare; or (4) your dependent ceases to be a dependent child under the Plan.

It is your responsibility to notify the Plan Administrator of a divorce, legal separation or other change in marital status, change in a Spouse's address, or a child losing dependent status under the plan, within sixty (60) days of the event. It is our responsibility to notify the Plan Administrator of your death, termination of employment or reduction in hours, the Employer's bankruptcy, or Medicare eligibility.

“*Medicare*” means the Health Insurance For the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.

Note: COBRA provides limited continuation coverage under the Health FSA and does not apply to Dependent Care Assistance Plans. A spend-down provision applies to balances remaining in these accounts through the end of the Plan Year, provided a claim is submitted within 90 days of the end of the Plan Year.

## **COMPLIANCE WITH THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

The information furnished herein constitutes the Summary Plan Description required by federal law. To comply with the law, the following additional information is also furnished. Note: Dependent care assistance plans and health savings accounts are not covered under the Employee Retirement Income Security Act (ERISA).



## ERISA RIGHTS STATEMENT

The Employee Retirement Income Security Act of 1974 (ERISA) was enacted to help assure that all Employer-sponsored group benefit programs conform to standards set by Congress. An Employee who is a Participant in the Health FSA is entitled to certain rights and protections under ERISA (Dependent care assistance plans are not covered under the Employee Retirement Income Security Act (ERISA), however, for administrative convenience, this DCAP uses similar procedures for administration of DCAP claims), which provides that all Participants will be entitled to: (1) examine, without charge, at the Plan Administrator's office and at other appropriate locations, all Plan documents and copies of documents filed with the U.S. Department of Labor, such as copies of the latest annual reports (Form 5500), if any, and Plan descriptions; (2) obtain copies, upon written request to the Plan Administrator copies of all Plan documents and other Plan information governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated summary plan description, subject to a reasonable charge for the copies; and (3) receive a summary of the Plan's annual financial report, if any. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report. Plan records are kept on a Plan Year basis.

In addition to creating rights for plan Participants, ERISA imposes duties upon those responsible for the operation of the Plan who are called "fiduciaries" and who have a duty to operate the Plan prudently and in the interest of Participants and Beneficiaries. If a claim for a benefit under the Plan is denied in whole or in part, the claimant must receive a written explanation of the reason for the denial. The claimant has the right to have the claim reviewed and reconsidered.

Under ERISA, there are steps the Employee covered under the Plan can take to enforce the above rights. For instance, if the person requests materials and does not receive them within 30 days, the person may file suit in a federal court. In such a case, the court may require the company to provide the materials and pay the person up to \$110 a day until the person receives the materials, unless the materials were not sent because of reasons beyond the Employer's control.

If a person has a claim for benefits which is denied or ignored, in whole or in part, the person may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if the Employee covered under the Plan is discriminated against for asserting his or her rights, the person may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the claimant is successful, the court may order the person sued to pay these costs and fees. If the claimant loses, the court may order the claimant to pay these costs and fees, for example, if it finds the claim to be frivolous.

If you have any questions about your Plan, you should contact the Plan Sponsor. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan in whole or in part at any time, subject to the applicable provisions of the Plan.

This is a Summary Plan Description only. Your specific rights to benefits under the plan are governed solely, and in every respect, by the Town of Surfside Health FSA Plan Document, a copy of which is available from Christopher Wallace upon your request (see Statement of ERISA Rights). If there is any discrepancy between the description of the Plan as contained in this material and the official Plan Document, the language of the Plan Document shall govern.

### **Not a Contract of Employment**

No provision of the Plan is to be considered a contract of employment between you and Town of Surfside or a Participating Employer. Town of Surfside's rights with regard to disciplinary action and termination of any Employee, if necessary, are in no manner changed by any provision of the Plan.

### **Plan Definition and Funding**

This is a Section 125 flexible benefits plan classified as a "cafeteria" plan by the Internal Revenue Code. It includes a Section 105 Health Flexible Spending Account, classified by the Department of Labor as a "welfare" plan, and a Section 129 Dependent Care Flexible Spending Account. The Plan is funded by Employee contributions.

### **General Information**

- Name: Town of Surfside Flexible Benefits Plan (501).
- Plan Number: 501
- Effective Date: October 1, 1998; amended and restated June 19, 2019
- Plan Year: January 1 to December 31

**Type of Plans**

Section 125 Premium Only Plan with HSA module

Health Flexible Spending Account

Dependent Care Assistance Plan Flexible Spending Account

**Participants**

The plan provides benefits for all Employees of Town of Surfside and any Participating Employers who meet the eligibility requirements described herein.

**Employer/Plan Sponsor Information**

Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154

Phone: (305) 861-4863

**Employer Identification Number (EIN):** 59-6000434

**Plan Administrator Information**

Yamilth Slate-St. Cloud, 9293 Harding Avenue, Surfside, FL 33154

Phone: (305) 861-4863

**Named Fiduciary**

Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154

Phone: (305) 861-4863

**Agent for Service of Legal Process**

Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154

Phone: (305) 861-4863

# **TOWN OF SURFSIDE FLEXIBLE BENEFITS PLAN QUESTIONS AND ANSWERS**

## **INTRODUCTION**

As part of our efforts to keep your medical benefit costs as affordable as possible, Town of Surfside (referred to in these questions and answers as the "Company") is pleased to sponsor the Town of Surfside Flexible Benefits Plan (the "Plan").

The Plan provides each Eligible Employee with the opportunity to set aside part of his or her pay on a *pre-tax* basis to:

- (1) pay for his or her share of health insurance premiums under the health care program(s) sponsored by the Company;
- (2) make Health Savings Account (HSA) contributions pretax to the Employee's HSA trustee/custodian;
- (3) provide for reimbursement of unreimbursed medical and dental expenses on a *tax-free* basis; and,
- (4) provide for reimbursement of eligible dependent care expenses you may incur as a result of work.

The Plan helps you because the benefits you elect are nontaxable. In addition, you save Social Security and income taxes on the amount of your salary reduction used to pay for these expenses.

Following are commonly asked questions and answers describing the basic features of the Plan and how it operates. Please review these questions and answers carefully, and do not hesitate to ask questions. This is *your* benefit, and it is important that you understand how it works and how it can help you. However, you should note that the questions and answers address only the key parts of the Plan. Consult the Plan documents or summary plan description for more details. Or, contact Christopher Wallace at the Company.

## **QUESTIONS & ANSWERS**

### **1. What is the purpose of the Plan?**

The purpose of the Plan is to permit Eligible Employees to elect to defer part of their pay on a pre-tax basis to defray their health insurance expenses, HSA contributions, unreimbursed medical expenses and dependent care expenses.

## **2. What benefits are offered through the Plan?**

Four kinds of benefits are offered under the Plan: a "Premium Only Plan", a "Health Savings Account Contribution Benefit", a "Health FSA Benefit", and a "Dependent Care Assistance Plan (DCAP) Spending Account". These benefits are explained in more detail below.

## **3. Who may participate in the Plan?**

If you regularly work 30 or more hours per week with the Company or with any affiliated company that has adopted the Plan, you are eligible to participate in the Plan after the completion of 30 consecutive days of active employment with the Company. Only C Corporation Owners may participate in the Plan. Sole Proprietors, more than 2% owners of S Corporations and family members, Partners, and LLC owners are specifically excluded from participating by IRS Code.

## **4. What is the Premium Only Plan Benefit and HSA Benefit?**

The Premium Only Plan allows you to pay your share of the health insurance premiums and other ancillary benefits with *pre-tax* dollars. If you do not elect to receive pre-tax benefits under the Premium Only Plan, you still will have to pay your share of the health insurance premiums under the Company's health care program(s), but on an *after-tax* basis. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

An HSA Benefit permits Employees to make pre-tax contributions to an HSA established and maintained outside the Plan with the Employee's HSA trustee/custodian. For purposes of this Plan, HSA Benefits consist solely of the ability to make such pre-tax contributions under this Plan.

## **5. How does the Health FSA Benefit help me?**

It is likely that you will have some medical expenses that you will have to pay for in the coming year. For example, you or your family may have medical expenses that are subject to deductible or co-payment limits under the Company's health plan. Or you may incur expenses that are not reimbursed at all. Normally, you would pay for these expenses with after-tax income. And, because taxes reduce the value of a dollar, you would have to earn considerably more than \$100 to pay for \$100 of expenses.

The Health FSA Benefit under the Plan permits Eligible Employees to contribute *pre-tax* income to a Health FSA on your behalf. The Health FSA will reimburse you on a pre-tax basis for your unreimbursed medical expenses. It's like getting a discount on these bills so you don't have to earn as much to pay for them.

## **6. How does the Health FSA Benefit work?**

Once you have determined your annual predictable medical expenses for the plan year (or part thereof, if you first become eligible to participate in the middle of a plan year), you may elect to defer a portion of your salary into a Health FSA maintained on your behalf. You should take into account your health insurance deductibles and copayments, as well as uninsured medical and dental expenses, vision care and hearing care. Generally, the expenses covered must be "medically necessary" as covered under Section 213 of the IRS code. Do not take into account premiums paid for health insurance coverage provided by the Company (since this is covered under the Premium Only Plan). Also, do not take into account other health insurance coverage, such as that of your Spouse, or expenses for cosmetic surgery.

## **7. How much may I contribute to my Health FSA?**

The maximum amount you may elect to defer into a Health FSA for a year is outlined in Schedule D attached to this Summary.

## **8. What is an "eligible expense" under the Health FSA?**

An "eligible expense" means any items for which you can claim a medical expense covered under the Code Section 213 (with some limitations, see the Summary Plan Description for complete details) of the IRS. It is an expense for which you have not otherwise been reimbursed from insurance or some other source. *Employees who have contributions to their Health Savings Account (HSA) during the year, must use their Health Flexible Spending Account (FSA) as a Limited Purpose FSA or a Post Deductible FSA only.*

Please review the list of eligible medical expenses provided in your Town of Surfside Summary Plan Description for assistance in determining what is an "eligible expense".

## **9. How do I receive medical expense reimbursements under the Plan?**

To receive reimbursement, you must complete a claim form and attach any other information as the Plan Administrator may require. The Plan Administrator will instruct you as to how to file the form. When the claim is approved, you will be reimbursed the full amount of your eligible expenses, up to your elected Health FSA limit.

## **10. What happens to the money in my Spending Account(s) should I terminate?**

You may submit claims on expenses incurred before the date of your termination, up until three months after you leave. If applicable, you may elect continuation coverage through COBRA and you may continue to use your Health FSA. Regarding the Dependent Care Assistance Plan you may spend down the unused portion of your account prior to the end of the Plan Year. Funds left

unclaimed at year-end will be forfeited.

### **11. How long do I have after the Plan Year ends to submit my claims?**

You will have three months after the Plan Year ends to submit claims on expenses incurred in that Plan Year, unless you terminate your employment. A terminated Employee has three months from their date of termination to submit claims incurred in that Plan Year.

### **12. What else should I know about the Health FSA Benefit?**

The IRS imposes certain restrictions on Health FSAs and DCAPs, including the following:

- Authorized salary reductions into your Health FSA and DCAP may not be changed for the rest of the year unless you terminate employment or have a change in status. Changes in status are discussed in detail in the Summary Plan Description.
- Generally, you will forfeit all unused funds in your Health FSA at the end of the year. This is the "use it or lose it" rule. Unused balances may not be carried over to the next year or converted to cash. For this reason, you should estimate your anticipated medical expenses for the year *conservatively*. Notwithstanding the above, your Employer might adopt up to a 2 ½ month grace period allowing an expense incurred in the new Plan Year to be reimbursed from unused funds of the prior Plan Year, or your Employer may amend the Plan to permit a carryover of up to \$500.00 of a Participant's unused FSA account balance to the following Plan Year. The Employer may adopt either the 2 ½ month Grace Period option or the FSA Carryover option, but not both, and will inform Participants of such benefit before the end of the Plan Year to which it applies.
- You may request periodic statements to remind you how much money is left in your Health FSA and DCAP. As indicated above, these amounts must be used by the end of the year or they will be lost, unless your Employer has adopted a Grace Period, allowing additional time to incur expenses that are reimbursed from the prior Plan Year unused account balances. Claims may be submitted up to three months after the end of the plan year in which the expenses were incurred. If you terminate employment, you may submit claims up to three months after you terminate employment.

### **13. What is the maximum amount of salary I can deposit per pay period to a Dependent Care Assistance Plan (DCAP) Spending Account?**

The maximum you may deposit to a DCAP Account is \$416.67 monthly, or \$5,000 per year. If you are married and file separately the maximum amount is \$208.33 per month, or \$2,500 per year.

### **14. How often will claims be paid under the DCAP?**

Claims will be paid each month after you submit them, up to the balance of your account. Portions of your approved but unreimbursed expenses will be paid monthly as your account rebuilds.



**15. Who is an "Eligible Dependent" for whom I can claim a reimbursement under the Dependent Care Spending Account?**

You may be reimbursed for work-related expenses incurred on behalf of any individual in your family who is under age 13 whom you could claim as a dependent on your federal income tax return; any other dependent who is mentally or physically unable to care for himself or herself; or your Spouse, if he or she is physically or mentally incapacitated. See the section titled '**Revised Definition of "Dependent" by WFTRA**' in this Summary for more information on the definition of Dependents.

To have your claims processed as soon as possible, please read the Claims Instructions you have been furnished. Please note that it is not necessary that you have actually paid the amount due for an Eligible Dependent Care Expense - only that you have incurred the expense and that it is not being paid by or being reimbursed from any other source.

**16. Will I be taxed on the Dependent Care Assistance Plan benefits I receive?**

You will not normally be taxed on your Dependent Care benefits, up to your DCAP Account deferral amount. However, to qualify for tax-free treatment, you will be required to list the names and taxpayer identification numbers of any persons who provided you with dependent care services during the calendar year for which you have claimed a tax-free reimbursement.

**17. If I participate in the DCAP will I still be able to claim the household and dependent care credit on my federal income tax return?**

You may not claim any other tax benefit for the tax-free amounts received by you under this Plan. However, the balance of your dependent care expenses not eligible for reimbursement under this Plan, if any, may be eligible for the dependent care credit.

**18. What is the household and dependent care credit?**

The household and dependent care credit is an allowance for a percentage of your annual, eligible work-related dependent care expenses as a credit against your federal income tax liability under the Internal Revenue Code. In determining what the tax credit would be, you may take into account only \$3,000 of such expenses for one dependent, or \$6,000 for two or more dependents. Depending on your adjusted gross income, the percentage could be as much as 35% of your qualifying expenses (to a maximum credit of \$1,050 for one dependent or \$2,100 for two or more dependents), to a minimum of 20% of such expenses (producing a maximum credit of \$600 for one dependent or \$1,200 for two or more dependents). The maximum 35% rate must be reduced by 1% (but not below 20%), for each \$2,000 (or any fraction of \$2,000), of your adjusted gross income over \$15,000. If this is too

confusing, consult with your tax advisor, or see IRS Publication No. 503 "Child and Dependent Care Expenses".

### 19. Are my Plan benefits taxable?

Under current law, the benefits you receive under the Plan are not currently taxable to you, nor are the benefits subject to federal income tax withholding and Social Security (FICA) withholding taxes.

### 20. Will the Health FSA claims I submit to my plan administrator be kept private?

Yes, HIPAA Rules require that Protected Health Information (PHI) given to the plan administrator be kept completely confidential. See the Summary Plan Description for the complete Privacy Statement regarding PHI.

### 21. How does the Plan save me money?

The following example illustrates how the Plan saves you money. Assume that your monthly share of the health insurance premium is \$400 per month, your monthly income is \$4,000, and you are in the 28-percent federal income tax bracket and the 7.5-percent state tax bracket. Assume also that you expect to have \$2,400 in uninsured medical expenses during the year. If you pay your health insurance premiums using the Premium Only Plan and your uninsured medical expenses using the Health FSA Benefit, you will save \$259 per month, or \$3,108 per year. These amounts are computed as follows:

| <b>Your Salary</b>                       | <b>Pre-Tax<br/>Medical Plan<br/>\$4,000</b> | <b>No Pre-Tax<br/>Medical Plan<br/>\$4,000</b> |
|--|---|--|
| <b>LESS YOUR:</b>                        |   |  |
| Health Insurance Premium                 | (400)                                       | 0  |
| Uninsured Medical Expenses               | <u>(200)</u>                                | <u>0</u>                                       |
| <b>Taxable Income</b>                    | <b>3,400</b>                                | <b>4,000</b>                                   |
| <b>LESS YOUR:</b>                        |   |  |
| Federal Income Tax at 28%                | (952)                                       | (1,120)  |
| State Income Tax at 7.5%                 | (255)                                       | (300)  |
| Social Security (FICA) at 7.65%          | (260)                                       | (306)  |
| Health Insurance Premium                 | 0   | (400)  |
| Uninsured Medical Expenses               | <u>0</u>                                    | <u>(200)</u>                                   |
| <b>Net Take Home Pay</b>                 | <b>1,933</b>                                | <b>1,674</b>                                   |
| <b>Monthly Tax Savings</b>               | <b>259</b>                                  | <b>-----</b>                                   |
| <b>Annual Tax Savings With This Plan</b> | <b>3,108</b>                                | <b>-----</b>                                   |

## **22. When and how do I elect the Plan benefits?**

You will be provided a form when you first become eligible to participate. This form will notify you of your eligibility for participation in the Plan, upon which you may elect the Premium Only Plan, Health Savings Account contributions, Health FSA Benefit and/or the DCAP. If you elect the Premium Only Plan, the health insurance premiums you are already making will be converted to a pre-tax basis.

In future years, you will be furnished a new form by the first day of the annual enrollment period and be given the opportunity to confirm or change your existing choices for the coming calendar year.

## **23. The Plan sounds too good to be true. Are there any reasons why I shouldn't participate?**

As discussed above, the salary you elect to use to pay for Plan benefits is free from income and FICA taxes. This is a valuable benefit. However, because amounts deferred under the Plan are not counted as wages when determining your Social Security benefit, it is possible that there may be a reduction in your Social Security benefits. If your salary is above the Social Security Taxable Wage Base you probably will not be affected. If your salary is below the Social Security Taxable Wage Base, your Social Security benefits might be reduced. You should consult your own financial or tax advisor to determine the effects of electing to participate in the Plan. If you are using the Plan for reimbursement of insurance premium, it is specifically your responsibility not to request anything that could violate the terms of your insurance policy.

## **24. Can I change my election during the Plan Year?**

Generally, you may not change or vary your elections during the Plan Year. However, you may change your elections during the annual enrollment period for the coming Plan Year. The Plan Administrator will advise you when you may elect to change your elections for the upcoming plan year.

There is an important exception to this general rule: You may change or revoke your election at any time during the Plan Year if you have a qualifying change in status (which generally includes a change in your legal marital status or change in the number of dependents). See the qualifying changes in status listed under "**Election Changes**" in this Summary.

## **25. Who holds the funds I have set aside under the Plan?**

The insurance companies providing the benefits under the Plan will receive all amounts withheld from your paycheck for payment of premiums. The HSA financial institution will receive all amounts designated as Health Savings Account contributions. Amounts contributed under the Health FSA and

DCAP benefits will be retained by the Company but earmarked to pay for Health FSA and DCAP Benefits. Separate bookkeeping entries will be maintained to keep track of your Health FSA and DCAP Benefits.

**26. When will my participation in the Plan cease?**

If you elect to participate in the Plan, your participation will continue until you separate from service with the Company or elect to stop making contributions under the Plan. Also, with respect to this Plan, if your employment status changes so that you regularly work less than 30 hours per week, your participation in the Plan will cease. However, you may be eligible for continuation coverage under this Plan.

**27. What is continuation coverage?**

If you, your Spouse, and/or your covered Dependents lose coverage under this Plan, you may be entitled to COBRA continuation of health care coverage, including the Health FSA. Generally, if the Employer has employed twenty (20) or more Employees “on a typical business day” in the preceding calendar year, health plan continuation must be made available for a specific period of time. The Administrator will inform you of these rights if you lose coverage and you are entitled to continuation coverage.

The Dependent Care Assistance Plan provides a “spend down” period entitling you to claim reimbursement for any qualifying Dependent Care Expenses incurred after termination and before the end of the current Plan Year. Qualifying Dependent Care Assistance expense claims must be filed within 90 days of the end of the Plan Year.

**28. Will I have any administrative costs under the Plan?**

No. The Company will pay the entire cost of administering the Plan.

**29. How long will the Plan remain in effect?**

The Company has the right to modify or terminate the program at any time, or to elect not to continue sponsorship of the Plan.

**30. What happens if my claim for benefits is denied?**

If your claim for benefits is denied, then you have the right to be notified of the denial and to appeal the denial, both within certain time limits. The rules regarding denied claims for benefits under the Health FSA are discussed below.

***A. When must I receive a decision on my claim?***

You are entitled to notification of the decision on your claim within 30 days after the Plan

Administrator’s receipt of the claim. This 30-day period may be extended by an additional period

of up to 15 days if the extension is necessary due to conditions beyond the control of the Administrator. The Administrator is required to notify you of the need for the extension and the time by which you will receive a determination on your claim. If the extension is necessary because of your failure to submit the information necessary to decide the claim, then the Administrator will notify you regarding what additional information you are required to submit, and you will be given at least 45 days after such notice to submit the additional information. If you do not submit the additional information, the Administrator will make the decision based on the information that it has.

***B. What information will a notice of denial of a claim contain?***

If your claim is denied, the notice that you receive from the Administrator will include the following information:

- The specific reason for the denial;
- A reference to the specific Health FSA provision(s) on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- A description of the Health FSA's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA § 502(a) following a denial on review; and
- If the Administrator relied on an internal rule, guideline, protocol, or similar criteria in making its determination, either a copy of the specific rule, guideline, or protocol, or a statement that such a rule, guideline, protocol, or similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request.

***C. Do I have the right to appeal a denied claim?***

Yes, you have the right to appeal the Plan Administrator's denial of your claim.

***D. What are the requirements of my appeal?***

Your appeal must be in writing, must be provided to the Plan Administrator, and must include the following information:

- Your name and address;
- The fact that you are disputing a denial of a claim or the Administrator's act or omission;
- The date of the notice that the Administrator informed you of the denied claim; and

- The reason(s), in clear and concise terms, for disputing the denial of the claim or the Administrator's act or omission.

You should also include any documentation that you have not already provided to the Administrator.

***E. Is there a deadline for filing my appeal?***

Yes. Your appeal must be delivered to the Administrator within 180 days after receiving the denial notice or the Administrator's act or omission.

*If you do not file your appeal within this 180-day period, you lose your right to appeal.*

Your appeal will be heard and decided by the Committee.

***F. How will my appeal be reviewed?***

Anytime before the appeal deadline, you may submit copies of all relevant documents, records, written comments, and other information to the Committee. The Health FSA is required to provide you with reasonable access to and copies of all documents, records, and other information related to the claim. When reviewing your appeal, the Administrator will take into account all relevant documents, records, comments, and other information that you have provided with regard to the claim, regardless of whether or not such information was submitted or considered in the initial determination.

The appeal determination will not afford deference to the initial determination and will be conducted by a fiduciary of the Health FSA who is neither the individual who made the original determination nor an individual who is a subordinate of the individual who made the initial determination.

***G. When will I be notified of the decision on my appeal?***

The Committee must notify you of the decision on your appeal within 60 days after receipt of your request for review.

***H. What information is included in the notice of the denial of my appeal?***

If your appeal is denied, the notice that you receive from the Committee will include the following information:

- The specific reason for the denial upon review;
- A reference to the specific Health FSA provision(s) on which the denial is based;
- A statement providing that you are required to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;

- If an internal rule, guideline, protocol, or similar criterion was relied upon in making the review determination, either the specific rule, guideline, or protocol, or a statement that such a rule, guideline, protocol, or similar criterion was relied upon in making the review determination and that a copy of such rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request; and
- A statement of your right to bring a civil action under ERISA § 502(a).

No action may be brought against the Plan, the Employer, the Plan Administrator, or any other entity to whom administrative or claims processing functions have been delegated until you first follow the above claim procedures and receive a final determination from the Plan Administrator.

### **31. Can I request an external review if my appeal is denied?**

If the Health FSA is an excepted benefit, it is not subject to external review requirements. To be an excepted benefit, the Health FSA must satisfy two conditions:

1. **Maximum Benefit Condition.** The maximum benefit payable under the Health FSA to any participant in the class for a year cannot exceed two times the participant's salary reduction election under the Health FSA for the year (or, if greater, the amount of the participant's salary reduction election for the Health FSA for the year, plus \$500).
2. **Availability Condition.** Other nonexcepted group health plan coverage (e.g., major medical coverage) must be made available for the year to the class of participants by reason of their employment.

If the Health FSA is not an excepted benefit, it is subject to external review requirements. If the denial of your claim is not related to your (or your beneficiary's) failure to meet the requirements for eligibility under the terms of your Employer's HRA, you may be eligible to request an external review. View current procedures and timeline relevant to the external review request at <http://www.dol.gov/ebsa> or call the Employee Benefits Security Administration, 866-444 EBSA (3272).



**TOWN OF SURFSIDE**

**Schedule A**

**MEDICAL CARE COVERAGE OPTIONS UNDER THE PLAN\*:**

**NAME OF COVERAGE**

Health Insurance  
HSA High Deductible Group Health Insurance  
HSA Tax-Free Savings Account  
Dental Insurance  
Vision Insurance  
Group Term Life Insurance (Employee Only)  
Disability Income-Short Term (STD)  
Disability Income-Long Term (LTD)  
Cancer Insurance  
Accidental Death and Dismemberment  
Intensive Care Insurance  
Accident Insurance  
Hospital Indemnity Insurance

\*The Employee contributions necessary to obtain the coverage options set forth in this Schedule A above will be communicated by the Employer to Eligible Employees at the time of Enrollment and in Schedule B. The required Employee contribution amounts will be considered as the maximum elective Employee contributions necessary for participation in each Plan option above. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

## TOWN OF SURFSIDE

### Schedule B

#### FORMULA FOR EMPLOYEE CONTRIBUTIONS UNDER THE PLAN

The following description of the Employee Contribution per Participant may be expressed as a percentage of monthly cost, or as a flat monthly dollar amount. If the formula for Employee contributions varies by class of Employees, the Employer Sponsor assumes full responsibility for its Employer contribution design.\*

| Name of Benefit Plans<br>To Be Offered |    | Employee<br>Only | Employee<br>& Child(ren) | Employee<br>& Spouse | Employee<br>& Family |
|--|----|------------------|--------------------------|----------------------|----------------------|
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
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|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | ER | \$/%             | \$/%                     | \$/%                 | \$/%                 |
|  | EE | \$/%             | \$/%                     | \$/%                 | \$/%                 |

\*An asterisk in the premium column means there are multiple rates based on age, sex, or other demographics. Please refer to specific insurance carrier premium rate sheets for individual maximum elective contribution.

In no event shall the existence of any Employer contributions for monthly premium costs, as indicated above, be construed to require the Employer to pay or otherwise be liable for any deductible, coinsurance, co-payment or other cost-sharing amounts related to the applicable medical care coverage option elected by the Participant.

ER = Employer Contribution

EE = Employee Contribution

**TOWN OF SURFSIDE**

**Schedule C**

**PARTICIPATING AFFILIATED EMPLOYERS**

(Companies under common ownership)

The following organizations and entities shall be Participating Employers under the Plan:

**Name of Participating Employer**

None

**TOWN OF SURFSIDE**

**SCHEDULE D**

**HEALTH FSA AND DEPENDENT CARE ASSISTANCE PLAN**

**EMPLOYEE CONTRIBUTION LIMITATIONS**

|   | <b>Minimum*</b> | <b>Maximum*</b> |
|---|-----------------|-----------------|
| <b>HEALTH FLEXIBLE SPENDING ACCOUNT</b> | <b>\$10.00</b>  | <b>\$225.00</b> |
| <b>DEPENDENT CARE ASSISTANCE PLAN</b>   | <b>\$10.00</b>  | <b>\$416.67</b> |

\*Monthly, based on a 12 month Plan Year; Health FSA annual maximum is \$2,700.00

Dependent Care FSA annual maximum is \$5,000.00

A list of qualifying Health Flexible Spending Account expenses is available at:  
[www.coredocuments.com/expenses.php](http://www.coredocuments.com/expenses.php).

## **TOWN OF SURFSIDE**

### **SCHEDULE E**

#### **HEALTH FSA EXCLUSIONS MEDICAL EXPENSES NOT REIMBURSEABLE**

The Town of Surfside Health FSA Plan document contains the general rules governing what expenses are reimbursable. This Schedule E, as referenced in the Plan document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the Health FSA—that is, expenses that *are not reimbursable*, even if they meet the definition of “medical care” under Code § 213(d) and may otherwise be reimbursable under the regulations governing Health FSAs.

This Schedule E does not apply to HSAs. As described in the Plan, terms and conditions of coverage and benefits under the HSA (including eligible medical expenses and exclusions) will be provided by and are set forth in the HSA, not this Plan.

**Exclusions:** *The following expenses are not reimbursable from the Health FSA*, even if they meet the definition of “medical care” under Code § 213(d) and may otherwise be reimbursable under regulations governing Health FSAs:

**• Dual purpose products, items for general well-being, or items not typically medically necessary (such as Acupuncture, Supplements, Vitamins, Massage Therapy, Dermatology Products, and Weight Loss Programs) are excluded from reimbursement unless accompanied by a letter of medical necessity. The letter of medical necessity must be from a Physician and must include a diagnosis, duration of treatment, and description of treatment plan.**

- Health insurance premiums for any other plan (including a plan sponsored by the Employer).
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. “Cosmetic surgery” means any procedure that is directed at improving the patient’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- Household and domestic help (even if recommended by a qualified physician due to an Employee’s or Dependent’s inability to perform physical housework).
- Long-term care services.

- As of January 1, 2011, Over the Counter (OTC) drugs and medicines (e.g. Advil, ibuprofen, cough syrup) are excluded from reimbursement unless accompanied by a prescription from your doctor.
- Costs for sending a problem child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.
- Automobile insurance premiums.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute “medical care” as defined under Code § 213(d).
- Any item that is not reimbursable under Code § 213(d) due to the rules in Prop. Treas. Reg. § 1.125-2, Q-7(b)(4) or other applicable regulations.
- The salary expense of a nurse to care for a healthy newborn at home.
- Custodial care.
- Funeral and burial expenses.

**Town of Surfside  
Premium Election Form**

- ☐ Correction  
☐ Change of personal information  
☐ Change of Family Status  
☐ Transfer  
     Effective Date \_\_\_\_\_  
☐ Termination  
☐ Waive Participation \_\_\_\_\_ (initial)

**Personal Information**

|   |            |                |                        |     |
|---|------------|----------------|------------------------|-----|
| Last Name   | First Name | Middle Initial | Social Security Number |     |
| Home Address  | Street     | City           | State                  | Zip |
| Date of Birth:    /    /    Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female   Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married   Date of Hire:    /    / |            |                |                        |     |

**Benefit Elections** (Circle coverage elected and enter appropriate amount on total cost per month line.)  
(Employee Cost Per Month\*)

| Name of Benefit Plans<br>To Be Offered | Employee<br>Only | Employee<br>& Child(ren) | Employee<br>& Spouse | Employee<br>& Family |
|--|------------------|--------------------------|----------------------|----------------------|
| _____                                  | \$ _____         | \$ _____                 | \$ _____             | \$ _____             |
| _____                                  | \$ _____         | \$ _____                 | \$ _____             | \$ _____             |
| _____                                  | \$ _____         | \$ _____                 | \$ _____             | \$ _____             |
| _____                                  | \$ _____         | \$ _____                 | \$ _____             | \$ _____             |

\* Amount after employer contribution is deducted

**Total Cost Per Month \$** \_\_\_\_\_

**Salary Reduction Agreement**

I have read and understand the explanation I have received regarding my options under the Town of Surfside Premium Only Plan. I understand I have the right to have the company redirect my salary on a pretax basis during the plan year and apply this amount toward the purchase of the medical coverage I have designated above. I understand that my share of the cost of this coverage may be adjusted from time to time to reflect the change in rates charged by the carriers. I acknowledge that my election is irrevocable unless there is a change in my status. A change in status includes: marriage; divorce; death of a spouse or dependent; birth of a dependent; birth or adoption of a child; change in number of dependents; termination of employment or commencement of employment; a strike or lockout; commencement or return from an unpaid leave of absence; a change in worksite; or any change in employment status that affects eligibility; a change in residence for me, my spouse or children; or my dependent either satisfies or ceases to satisfy requirements for coverage due to change in age, student status, or any similar circumstances; or a change in my or my spouse's employment status.

It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy. I understand that subsidized insurance premiums can only be deducted on a post-tax basis.

I hereby apply for the options listed above. If necessary, I authorize Town of Surfside to adjust my pay as required by my elections. I understand that the benefit options I have elected will remain in force from January 1 until December 31, unless my family status changes.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**TOWN OF SURFSIDE  
HEALTH SAVINGS ACCOUNT  
ENROLLMENT ELECTION FORM**

Applicant Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contribution Information:**

**Employee Contributions:**

- Annual Contributions: \$ \_\_\_\_\_
- Pay Period/Month Contribution: \$ \_\_\_\_\_
- Number of pay periods annually: \_\_\_\_\_

Total Annual Contributions: \$ \_\_\_\_\_

Total Pay period Contribution: \$ \_\_\_\_\_

**Employer Contributions:**

- Annual Contributions: \$ \_\_\_\_\_
- Pay Period/Month Contribution: \$ \_\_\_\_\_
- Number of pay periods annually: \_\_\_\_\_

Total Annual Contributions: \$ \_\_\_\_\_

Total Pay period Contribution: \$ \_\_\_\_\_

(Note: Effective January 1, 2019, the maximum HSA contribution amounts are \$3,500 for single coverage and \$7,000 for family coverage, indexed annually.)

**Signatures: (Please read before signing)**

I understand the eligibility requirements for the HSA which I am establishing, and I state that I do qualify to make deposits. I understand the terms and conditions which apply to this HSA, and I agree to be bound by those conditions.

I assume complete responsibility for: (1) Determining that I am eligible for the HSA each year I make contributions, (2) ensuring that all contributions I make are within the limits set forth by the tax laws, and (3) ensuring that all contributions from the HSA are for qualified medical expenses as defined by Section 213(d) of the tax code.

I authorize my employer to deduct my contributions each pay period and send them to: \_\_\_\_\_

\_\_\_\_\_ for placement in my Health Savings Account.

I understand that I may close my HSA account with prior written notification. All remaining funds will be forwarded to me within 30 days of the written notification being received. I understand that any monies not rolled to a new HSA Plan, or spent on Qualified Medical Expenses will be subject to additional taxes and penalties through the IRS.

\_\_\_\_\_  
HSA Holder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

**Employer must sign if he/she is contributing to the employee HSA account**

Administrator  
Yamilth Slate-St. Cloud  
9293 Harding Avenue  
Surfside, FL 33154



**TOWN OF SURFSIDE**  
**HEALTH FSA ELECTION FORM**

(Please Print)

**1. PERSONAL DATA**

**PLAN YEAR** \_\_\_\_\_

**Effective Date** \_\_\_\_\_

Name \_\_\_\_\_  
(Last) (First) (MI)

**Waive Participation** \_\_\_\_\_ (initial)

**Marital Status:** \_\_\_\_\_ **Date of Hire** \_\_\_\_\_

**Soc. Sec.** \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**Address** \_\_\_\_\_  
(Street) (Apt. #) (City) (State) (Zip)

**Email** \_\_\_\_\_ **Work Phone** \_\_\_\_\_ **Home/Cell Phone** \_\_\_\_\_

**I prefer to be contacted regarding my FSA Account via Email** \_\_\_\_\_, **Wk Ph** \_\_\_\_\_, **Hm/Cell Ph** \_\_\_\_\_, **1<sup>st</sup> Class Mail** \_\_\_\_\_

**DEPENDENT INFORMATION** (Must List ALL eligible Dependents Affected by Enrollment)

| Last Name | First Name | Relationship<br>(Self/Spouse/Child) | M/F | SS# | Date of Birth |
|-----------|------------|-------------------------------------|-----|-----|---------------|
| Employee  |            | Self                                |     |     |               |
| Dependent |            |                                     |     |     |               |
| Dependent |            |                                     |     |     |               |
| Dependent |            |                                     |     |     |               |
| Dependent |            |                                     |     |     |               |

**2. FLEXIBLE SPENDING ACCOUNT CONTRIBUTIONS**

**HEALTH FLEXIBLE SPENDING ACCOUNT** - Employer Contribution ☐ NO ☐ YES \$ \_\_\_\_\_ Annual Benefit

**PAYROLL SCHEDULE** ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly

**EMPLOYEE ELECTION \$** \_\_\_\_\_ /Per Pay Period \$ \_\_\_\_\_ /Annually (from your Effective Date until December 31)

**TYPE OF PLAN:** ☐ GENERAL PURPOSE ☐ LIMITED PURPOSE / POST DEDUCTIBLE ☐ EMPLOYEE ONLY

**3. AUTHORIZATION AND ACKNOWLEDGEMENT**

I understand that I cannot revoke or change this election during the year unless there is a qualifying "Status Change". The requested election change must be consistent and in line with the qualifying event. I may then revoke my prior election and sign a new Agreement if such a change occurs. Changes must be submitted within 30 days of the qualifying event.

I understand that I must submit a claim and appropriate documentation (e.g. explanation of benefits from my Insurance Provider, itemized bill, etc.) for out-of-pocket Medical, Dental, Vision expenses before I can be reimbursed.

I understand that the plan provisions will require that all Health FSA participants who have a positive balance (taking into account all claims submitted prior to termination) at the time of terminating employment will be provided with information regarding their COBRA options, if applicable (see your Summary Plan Description regarding COBRA qualifications). If the continuation for the Health FSA is not elected, I realize that I will not be reimbursed for any expenses incurred after the date employment terminates.

I hereby elect to participate in Flexible Spending Account as indicated on this form. I authorize Town of Surfside to make pretax deductions from my salary on the payroll schedule I have elected above. I understand that to stop such deduction, I must notify Town of Surfside Benefits office in writing with my request, and revoke this authorization.

Notwithstanding any amendments to the Plan to permit a 2.5 month grace period or the carryover of up to \$500 of unused account balances, any unused dollars remaining in my Flexible Spending Account at the end of the year will be forfeited. Expenses/claims must be incurred during the time that I participated in the Plan in order to be eligible for reimbursement.

**Employee's Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TOWN OF SURFSIDE  
HEALTH FSA  
REIMBURSEMENT CLAIM FORM**

**PERSONAL DATA (Please Print)**

|   |   |     |
|---|---|-----|
| Name  | SS#<br>(Last four digits only) X X X – X X –  |     |
| Home Address  | Address Change: <input type="checkbox"/> Yes <input type="checkbox"/> No              |     |
| City  | State   | Zip |
| Phone:<br>Work (     )                      Home/Cell (     ) | Email:<br>I prefer to be contacted by Email, Wk Ph, Hm Ph, Mail ( <b>circle one</b> ) |     |

You must provide a receipt showing the date of service, amount of service, description of service, name of service provider, and name of patient or other evidence the expense was incurred (such as an EOB from your Insurance Provider). If this form is incomplete your claim could be denied. Print or type the information requested, then sign and date the form.

|  | Name of Medical Provider<br>(Doctor, Pharmacy, etc.) | Date Medical Care Provided* | Patient Name | Relationship<br>(Self, Spouse, Child) | Amount that is your responsibility | General Medical Expense Description.<br>(Must Attach Prescription for OTC Medication.) |
|--|--|-----------------------------|--------------|---------------------------------------|------------------------------------|--|
| 1  |  |                             |              |                                       | \$                                 |  |
| 2  |  |                             |              |                                       | \$                                 |  |
| 3  |  |                             |              |                                       | \$                                 |  |
| 4  |  |                             |              |                                       | \$                                 |  |
| 5  |  |                             |              |                                       | \$                                 |  |
| 6  |  |                             |              |                                       | \$                                 |  |
| 7  |  |                             |              |                                       | \$                                 |  |
| 8  |  |                             |              |                                       | \$                                 |  |
| 9  |  |                             |              |                                       | \$                                 |  |
| 10   |  |                             |              |                                       | \$                                 |  |
| <b>Total <u>Medical</u> Amount Requested</b> → |  |                             |              |                                       | \$                                 |  |

↑  
Please arrange documentation in order listed above.

**\*Claims for future services will not be accepted**

I request payment from my **Health Flexible Spending Account (FSA)** as indicated above for the expenses listed. I certify that all expenses for which reimbursement is claimed by submission of this form were incurred during a period while I was enrolled in the employer's FSA with respect to such expenses and that the expenses have not been reimbursed and reimbursement will not be sought from any other source. I certify that these expenses will not be claimed as an income tax deduction. I fully understand that I alone am fully responsible for the sufficiency, accuracy, and veracity of all information relating to this claim which is provided, and that unless an expense for which reimbursement is claimed is a proper expense under the Plan, I may be liable for payment of all related taxes including federal, state, or local income tax on amounts paid from the Plan which relate to such expense. I am claiming reimbursement only for eligible expenses incurred during the plan year and for my eligible dependents. I authorize my **FSA** to reimburse me by the amount requested.

☐ I am funding an HSA for this Plan Year      ☐ I am NOT funding an HSA for this Plan Year

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT YOUR COMPLETED CLAIM FORM TO:**

Yamilth Slate-St. Cloud  
9293 Harding Avenue  
Surfside, FL 33154

**TOWN OF SURFSIDE**  
**DEPENDENT CARE ASSISTANCE PLAN**  
**ELECTION FORM**

(Please Print)

**1. PERSONAL DATA**    **PLAN YEAR** \_\_\_\_\_ **Effective Date of Enrollment/Change** \_\_\_\_\_

Name \_\_\_\_\_ Waive Participation \_\_\_\_\_ (initial)  
(Last) (First) (MI)

Marital Status: \_\_\_\_\_ Date of Hire \_\_\_\_\_ Soc. Sec. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (Apt. #) (City) (State) (Zip)

Email \_\_\_\_\_ Work Phone \_\_\_\_\_ Home/Cell Phone \_\_\_\_\_

I prefer to be contacted regarding my FSA Account via Email \_\_\_\_\_, Wk Ph \_\_\_\_\_, Hm/Cell Ph \_\_\_\_\_, 1<sup>st</sup> Class Mail \_\_\_\_\_

**DEPENDENT INFORMATION** (Must List ALL Dependents Affected by Enrollment)

| Last Name | First Name | Relationship | M/F | SS# | Date of Birth |
|-----------|------------|--------------|-----|-----|---------------|
| Dependent |            |              |     |     |               |
| Dependent |            |              |     |     |               |
| Dependent |            |              |     |     |               |
| Dependent |            |              |     |     |               |

**2. FLEXIBLE SPENDING ACCOUNT CONTRIBUTIONS**

DEPENDENT CARE ASSISTANCE PLAN    ☐ YES    ☐ NO    \$ \_\_\_\_\_ /Per Pay Period    \$ \_\_\_\_\_ /Annually

PAYROLL SCHEDULE    ☐ Weekly    ☐ Bi-Weekly    ☐ Semi-Monthly    ☐ Monthly

DEPENDENT CARE FSA CONTRIBUTIONS TO BEGIN ON \_\_\_\_\_ (First Pay Date after Effective Date)

**3. AUTHORIZATION AND ACKNOWLEDGEMENT**

I understand that I cannot revoke or change this election during the year unless there is a qualifying "Status Change". The requested election change must be consistent and in line with the qualifying event. I may then revoke my prior election and sign a new Agreement if such a change occurs.

I understand that I must submit a claim and appropriate documentation for out-of-pocket Dependent Care Expenses before I can be reimbursed.

I understand that the plan provisions will require that all DCAP participants who have a positive balance (taking into account all claims submitted prior to termination) at the time of terminating employment will be provided with information regarding their COBRA options, if applicable (see your Summary Plan Description regarding COBRA qualifications). If the continuation for the DCAP is not elected, I realize that I will not be reimbursed for any expenses incurred after the date employment terminates.

I hereby elect to participate in the Flexible Spending Account as indicated on this form. I authorize Town of Surfside to make pretax deductions from my salary on the payroll schedule I have elected above. I understand that to stop such deduction, I must notify Town of Surfside Benefits office in writing with my request, and revoke this authorization.

Any unused dollars remaining in your DCAP Flexible Spending Account at the end of the year will be forfeited. Expenses/claims must be incurred during the time that you participated in the plan in order to be eligible for reimbursement.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**TOWN OF SURFSIDE  
DEPENDENT CARE ASSISTANCE PLAN  
REIMBURSEMENT CLAIM FORM**

(Please Print)

**1. PERSONAL DATA**      **PLAN YEAR** \_\_\_\_\_ **SS#** (Last four digits only) XXX-XX-\_\_\_\_\_

Name \_\_\_\_\_ Home Phone # \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (Apt. #) (City) (State) (Zip)

**2. DEPENDENT CARE EXPENSES**

Dependent care expenses must be for a dependent who is incapable of self care or under the age of 13 at the time the care was provided.

| Name of Dependent                                  | age | Dates Care Provided |     | Name, Address, and Taxpayer Identification<br>Number of Care Provider | Cost for Care Period |
|--|-----|---------------------|-----|---|----------------------|
|  |     | From                | To* |   |                      |
|  |     |                     |     |   |                      |
|  |     |                     |     |   |                      |
|  |     |                     |     |   |                      |
|  |     |                     |     |   |                      |
| <b>Total Dependent Care Amount Requested</b> _____ |     |                     |     |   | →                    |

I provided the dependent care as stated above.

X \_\_\_\_\_  
Care Provider's **original** signature      Date \_\_\_\_\_      SSN/Tax ID# \_\_\_\_\_

**3. TERMS AND CONDITIONS**

The undersigned participant in the Plan certifies that all expenses for which reimbursement or payment is claimed by submission of this form were incurred during a period while the undersigned was covered under his/her employer's DCAP with respect to such expenses and that the expenses have not been reimbursed and reimbursement will not be sought from any other source. The undersigned fully understands that he or she alone is fully responsible for the sufficiency, accuracy, and veracity of all information relating to this claim which is provided by the undersigned, and that unless an expense for which payment or reimbursement is claimed is a proper expense under the Plan, the undersigned may be liable for payment of all related taxes including federal, state, or local income tax on amounts paid from the Plan which relate to such expense.

\_\_\_\_\_  
Employee's Signature      Date

**SUBMIT YOUR COMPLETED CLAIM FORM TO:**

Yamilth Slate-St. Cloud  
9293 Harding Avenue  
Surfside, FL 33154

**Notice:** All employees participating in a Section 129 Dependent Care Assistance Plan are required to file Form 2441 with the IRS by April 15 of the year following your participation in this plan.

**TOWN OF SURFSIDE  
FLEXIBLE BENEFITS PLAN  
CHANGE AND REVOCATION FORM**

(Please Print)

**PERSONAL DATA**

**PLAN YEAR** \_\_\_\_\_

**Soc. Sec. #** \_\_\_\_\_

**Name** \_\_\_\_\_

**Home Phone #** \_\_\_\_\_

**Address** \_\_\_\_\_  
(Street) (Apt. #) (City) (State) (Zip)

**CHANGE OR REVOCATION OF SALARY REDUCTION AGREEMENT**

Please indicate the change in your Salary Reduction Agreement in the area below. If there is a status change event, change in cost/coverage or other-type change (judgment decrees, etc.) that is permitted under the Internal Revenue Code and Regulations, and which justifies a change in your Salary Reduction Agreement, you may change or revoke your Salary Reduction Agreement. However, once you make the change indicated on this form, you may not reinstate or revise your Salary Reduction Agreement as of a date before the first day of the next Plan Year unless there is another status change event, change in cost/coverage or other-type allowable change (judgments, decrees, etc.). Please Note: In most circumstances, you must submit the Change and Revocation Form within **30 days** of qualifying event.

**Premium-type Benefits**

If you are changing from one level of coverage, from single to family coverage for example, mark "Revoke" for your current coverage (e.g. single) and mark "New Enrollment" for the new coverage (e.g. family).

If you are ending participation in the Plan, mark "Revoke".

| <u><b>Current<br/>Election</b></u>                | <u><b>Revoke/<br/>Suspend</b></u> | <u><b>New<br/>Enrollment</b></u> | <u><b>Effective<br/>Date</b></u> |
|---|-----------------------------------|----------------------------------|----------------------------------|
| <b>** Health Insurance **</b>                     |                                   |                                  |                                  |
| <input type="checkbox"/> Employee Only            | <input type="checkbox"/>          | <input type="checkbox"/>         | ___/___/___                      |
| <input type="checkbox"/> Employee Plus Dependents | <input type="checkbox"/>          | <input type="checkbox"/>         | ___/___/___                      |
| <b>** Dental **</b>                               |                                   |                                  |                                  |
| <input type="checkbox"/> Employee Only            | <input type="checkbox"/>          | <input type="checkbox"/>         | ___/___/___                      |
| <input type="checkbox"/> Employee Plus Dependents | <input type="checkbox"/>          | <input type="checkbox"/>         | ___/___/___                      |
| <b>** _____ **</b>                                |                                   |                                  |                                  |
| <input type="checkbox"/> Employee Only            | <input type="checkbox"/>          | <input type="checkbox"/>         | ___/___/___                      |
| <input type="checkbox"/> Employee Plus Dependents | <input type="checkbox"/>          | <input type="checkbox"/>         | ___/___/___                      |

**Flexible Spending Arrangements**

If you are reducing or increasing your salary reductions, please indicate the new amount PER PAY PERIOD under "New Enrollment". If you are ending participation in the Plan, mark "Revoke".

| <u><b>Current<br/>Election</b></u>           | <u><b>Revoke/<br/>Suspend</b></u> | <u><b>New Enrollment<br/>Salary Reduction</b></u> | <u><b>Effective<br/>Date</b></u> |
|--|-----------------------------------|---|----------------------------------|
| <input type="checkbox"/> Dependent Care FSA  | <input type="checkbox"/>          | _____.  | ___/___/___                      |
| <input type="checkbox"/> Medical Expense FSA | <input type="checkbox"/>          | _____.  | ___/___/___                      |

**Reason for Election Change** – please mark [ X ] the appropriate election change event(s) that justifies the change(s) or revocation(s) on this form and enter the date(s) of the event(s)

**1. Status Change Events**

**a. Change in Marital Status**

|                                       |             |  |             |
|---------------------------------------|-------------|--|-------------|
| <input type="checkbox"/> Marriage on  | ___/___/___ | <input type="checkbox"/> Legal Separation on | ___/___/___ |
| <input type="checkbox"/> Divorce on   | ___/___/___ | <input type="checkbox"/> Death of Spouse on  | ___/___/___ |
| <input type="checkbox"/> Annulment on | ___/___/___ |  |             |

**b. Change in Number of Tax Dependents**

|  |             |  |             |
|--|-------------|--|-------------|
| <input type="checkbox"/> Birth on                      | ___/___/___ | <input type="checkbox"/> Death of Dependent on | ___/___/___ |
| <input type="checkbox"/> Adoption on                   | ___/___/___ | <input type="checkbox"/> Death of Spouse on    | ___/___/___ |
| <input type="checkbox"/> Other – Gain Tax Dependent on | ___/___/___ |  |             |

**Reason for Election Change (continued)**

**c. Change in Employment Status With Gain or Loss of Eligibility -**

Change relates to: ☐ Employee ☐ Spouse or Dependent

|  |                |  |                |
|--|----------------|--|----------------|
| <input type="checkbox"/> Termination of Employment on  | ____/____/____ | <input type="checkbox"/> Full-time to Part-time on   | ____/____/____ |
| <input type="checkbox"/> Commencement of Employment on   | ____/____/____ | <input type="checkbox"/> Part-time to Full-time on   | ____/____/____ |
| <input type="checkbox"/> Commencement of Unpaid Leave on   | ____/____/____ | <input type="checkbox"/> Return from Unpaid Leave on | ____/____/____ |
| <input type="checkbox"/> Other (hourly to salary, union to non union, change in worksite, etc.) on | ____/____/____ |  |                |

Provide Details: \_\_\_\_\_

**d. Change in Dependent Eligibility Under an Employer's Plan**

☐ Lost Eligibility (age, student status, attainment of age 13 for Dependent Care FSA, COBRA event, etc.) on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Gain Eligibility (e.g., age, student status, etc.) on \_\_\_\_/\_\_\_\_/\_\_\_\_

**e. Change of Residence Affecting Eligibility -**

Change relates to: ☐ Employee ☐ Spouse or Dependent Date of change \_\_\_\_/\_\_\_\_/\_\_\_\_

**f. Commencement or Termination of Adoption Proceedings**

Date of change \_\_\_\_/\_\_\_\_/\_\_\_\_

(applies to Dependent Care FSAs only)

**2. Special Enrollment Rights – HIPAA (applies to Premium benefits only)**

☐ Loss of other group health plan coverage on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Acquired new spouse or dependent (marriage, birth, etc.) on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Eligible for Premium Assistance Subsidy on \_\_\_\_/\_\_\_\_/\_\_\_\_

**3. Certain Judgments, Decrees and Orders (applies to Premium and Health FSA benefits only)**

☐ Court order requiring coverage for Dependent on \_\_\_\_/\_\_\_\_/\_\_\_\_

**4. Medicare or Medicaid (applies to Premium and Health FSA benefits only)**

☐ Became eligible for Medicare or Medicaid on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Became ineligible for Medicare or Medicaid on \_\_\_\_/\_\_\_\_/\_\_\_\_

**5. Change in Cost (applies to Premium and Dependent Care FSA benefits only)**

☐ Significant cost increase in coverage on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Significant cost decrease in coverage on \_\_\_\_/\_\_\_\_/\_\_\_\_

**6. Change in Coverage (applies to Premium and Dependent Care FSA benefits only)**

☐ Change in dependent care provider on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Significant curtailment of coverage on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Addition or significant improvement of a plan option on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Loss of group health coverage under plan of a governmental or educational institution on \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Change in coverage under an employer's plan on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature**

I have examined this authorization to modify my Salary Reduction Agreement and to the best of my knowledge, it is true, correct and complete. I understand that the election change I have requested must be on account of and consistent with the status change or other election change event (s) I have checked above. I understand that the status and participation changes must comply with the Plan and that the Plan Administrator has the sole discretion in making this determination. I further understand that I may be required to provide documentation regarding the change(s) I have checked above.

Participant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Sec 132 and Sec 125 FSAs must indicate the LAST PAY DATE affected (may differ from actual Termination Date):** \_\_\_\_/\_\_\_\_/\_\_\_\_

Denied by \_\_\_\_\_ on \_\_\_\_\_

Reason for Denial \_\_\_\_\_

Action to be taken \_\_\_\_\_

Plan Administrator \_\_\_\_\_

Agreed and accepted by the Employer's Representative

Date \_\_\_\_\_

**SECTION 5**

**ADMINISTRATION GUIDE &**

**NON-DISCRIMINATION TESTING**

PLACE ALL PAGES AFTER TAB 5

RETAIN TO REFERENCE NEW REGULATIONS AS NEEDED

## HOW TO ADOPT THE HEALTH FSA CARRYOVER OF UNUSED BENEFITS

The IRS allows Employers to modify the Health FSA “use it or lose it” rule by amending their Health FSA to allow a carryover of up to \$500.00 of unused FSA balances from one Plan Year to the next Plan Year, provided the Health FSA does not also include the Grace Period rule. If the Health FSA Carryover is adopted, participants with an FSA balance remaining at the end of the Plan Year will be able to use those unused funds for the reimbursement of qualifying medical expenses incurred in the next Plan Year. The carryover option does not affect the maximum amount of salary reduction contributions the participant is permitted to make under the Health FSA Plan.

An Employer is not required to adopt the Health FSA Carryover, but Employers who wish to adopt the Health FSA Carryover for their current Plan Year must amend their Plan before the end of that Plan Year.

The template on the following page can be used to Amend your Plan to adopt the Health FSA Carryover for the current Plan Year.

Should you choose to amend your Plan to adopt the Health FSA Carryover:

1. Complete the “Amendment Adopting Health FSA Carryover” and place it in Section 1 of your Plan Document, in front of the Resolution to Adopt the Plan and any previous Amendments.
2. Complete the Summary of Material Modifications (SMM); distribute a copy to each eligible Employee; place a copy at the end of your Plan Document and at the end of your Summary Plan Description. **You must notify Plan participants of the Health FSA Carryover prior to the end of the Plan Year.**



**TOWN OF SURFSIDE**  
**AMENDMENT ADDING HEALTH FSA CARRYOVER**  
**IRC SECTION 125 CAFETERIA PLAN**  
**As Permitted by IRS Notice 2013-71**

**WHEREAS**, Town of Surfside has determined that it would be in the best interests of its employees to adopt the Health FSA Carryover for their "Section 125 Health Flexible Spending Account" as permitted by IRS Notice 2013-71, so-called; be it known that a vote was taken, and all were in favor to amend said Plan herein, to be effective for the current Plan Year.

**RESOLVED**, that Town of Surfside amend its so-called "Section 125 Health FSA Plan", all in accordance with the specifications annexed hereto; and, be it known that the amended "Health FSA Plan" Document was executed \_\_\_\_\_, 20\_\_\_. These amendments shall apply notwithstanding any other statements in the Plan, the summary plan description (SPD), or any other documents for the current Plan Year.

**RESOLVED FURTHER**, that Town of Surfside undertake all actions necessary to implement and administer said amendment.

**IN WITNESS WHEREOF**, I have executed my name for Town of Surfside on \_\_\_\_\_, 20\_\_.

ATTEST:

|                  |                                  |
|------------------|----------------------------------|
| _____<br>Witness | By: _____<br>Christopher Wallace |
|------------------|----------------------------------|

**TOWN OF SURFSIDE**  
**HEALTH FLEXIBLE SPENDING ACCOUNT (FSA) CARRYOVER**  
**SUMMARY OF MATERIAL MODIFICATIONS**

**PURPOSE**

The Health FSA (the "Plan"), adopted by Town of Surfside on October 1, 1998, is herein amended effective \_\_\_\_\_, 20\_\_ to adopt the Health FSA Carryover for the current Plan Year. The Health FSA Carryover option will begin on January 1, 20\_\_ and will end on December 31, 20\_\_. The Health FSA Carryover option will allow up to \$\_\_\_\_\_ of unused amounts remaining in your Health FSA Account on December 31, 20\_\_, to be used to reimburse you for eligible medical expenses incurred in the following Plan Year.

**A. Plan Amendments**

1. The Health FSA Carryover option for Health FSA Component:

Amounts remaining in a Participant's Health FSA Account at the end of a Plan Year can be used to reimburse the Participant for Medical Care Expenses that are incurred during subsequent Plan Years under the following conditions:

*(a) Applicability.*

In order for an individual to be reimbursed for Medical Care Expenses from amounts remaining in his or her Health FSA Account at the end of the Plan Year, he or she must be either (1) an eligible Employee; or (2) a qualified beneficiary (as defined under COBRA) who has COBRA coverage under the Health FSA Component on the last day of that Plan Year.

*(b) No Cash-Out or Conversion.*

Unused Health FSA balances may not be cashed out or converted to any other taxable or nontaxable benefit. For example, unused Health FSA Amounts may not be used to reimburse Dependent Care Expenses.

*(c) Reimbursement of Health FSA expenses.*

The unused Health FSA balance at the end of the prior Plan Year may be used for expenses incurred in the prior Plan Year if claimed during the Plan's run-out period, or to expenses that are incurred at any time in the current Plan Year. Medical Care Expenses incurred during the current Plan Year and approved for reimbursement in accordance with the Plan's claims procedure for the Health FSA Component will be reimbursed and charged first against the current Plan Year Health FSA Amounts. All claims for reimbursement under the Health FSA Component will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized so as to pay it (or treat it as paid) from amounts attributable to a different Plan Year or Period of Coverage.

*(d) Run-Out Period and Forfeitures.*

Claims for reimbursement of Medical Care Expenses incurred during a Plan Year must be submitted no later than 90 days following the close of the Plan Year in order to be reimbursed from the prior Plan Year Health FSA Amounts. Any prior Plan Year Health FSA Amounts that remain after all reimbursements have been made for the Plan Year shall be carried over to reimburse the Participant for expenses incurred in the following Plan Year. The Participant will forfeit all rights with respect to

such balance, upon termination of employment, unless FSA COBRA coverage has been selected. Unused Health FSA balances in excess of \$500.00 will be forfeited.

*(e) Debit Cards (if applicable).*

If a Debit Card is provided to access your Health FSA funds, verify with your Plan Administrator whether you may use your Debit Card to access amounts available from the Prior Plan Year Health FSA.

**Caution Regarding Impact of Health FSA Carryover on Eligibility to Contribute to a Health Savings Account (HSA).**

Under IRS rules regarding Health FSA and an Employee's ability to contribute to a Health Savings Account (HSA), the Employee may be restricted to Health FSA reimbursement of eligible dental, vision, or preventive care expenses only, unless the HSA compatible health insurance plan statutory minimum deductible amount has been met. The Employee should check with their HSA Administrator and/or Plan Administrator.

**Please attach this document to your SPD for future reference.**

If you have questions, please contact the Plan Administrator.

Yamilth Slate-St. Cloud

9293 Harding Avenue

Surfside, FL 33154

Tel. (305) 861-4863

Plan Sponsor: Town of Surfside

Sponsor's EIN: 59-6000434

Plan Name: Town of Surfside Health FSA

Plan Number: 501

Plan Year: January 1 to December 31

## HOW TO ADOPT THE HEALTH FSA GRACE PERIOD

The IRS allows Employers to modify the Health FSA “use it or lose it” rule by adopting a grace period of up to 2 ½ months following the end of the current Plan Year. If the Grace Period is adopted, participants with a balance remaining at the end of the Plan Year will be able to use it for qualifying expenses incurred during that Grace Period.

An Employer is not required to adopt the grace period, but Employers who wish to adopt the Grace Period for their current Plan Year must amend their Plan before the end of that Plan Year.

The template on the following page can be used to Amend your Plan to adopt the Grace Period for the current Plan Year.

Should you choose to amend your Plan to adopt the Grace Period:

1. Complete the “Amendment Adopting Grace Period” and place it in Section 1 of your Plan Document, in front of the Resolution to Adopt the Plan and any previous Amendments.
2. Complete the Summary of Material Modifications (SMM); distribute a copy to each eligible Employee; place a copy at the end of your Plan Document and at the end of your Summary Plan Description. **You must notify Plan participants of the extended Grace Period prior to the end of the Plan Year.**

**TOWN OF SURFSIDE**  
**AMENDMENT ADDING GRACE PERIOD**  
**IRC SECTION 125 CAFETERIA PLAN**  
**As Permitted by IRS Notice 2005-42**

**WHEREAS**, Town of Surfside has determined that it would be in the best interests of its employees to adopt the Grace Period for their "Section 125 Health Flexible Spending Account" as permitted by IRS Notice 2005-42, so-called; be it known that a vote was taken, and all were in favor to amend said Plan herein, to be effective for the current Plan Year.

**RESOLVED**, that Town of Surfside amend its so-called "Section 125 Health FSA Plan", all in accordance with the specifications annexed hereto; and, be it known that the amended "Health FSA Plan" Document was executed \_\_\_\_\_, 20\_\_\_. These amendments shall apply notwithstanding any other statements in the Plan, the summary plan description (SPD), or any other documents for the current Plan Year.

**RESOLVED FURTHER**, that Town of Surfside undertake all actions necessary to implement and administer said amendment.

**IN WITNESS WHEREOF**, I have executed my name for the above named Company on \_\_\_\_\_, 20\_\_.

ATTEST:

|                  |                                  |
|------------------|----------------------------------|
| _____<br>Witness | By: _____<br>Christopher Wallace |
|------------------|----------------------------------|

**TOWN OF SURFSIDE**  
**HEALTH FLEXIBLE SPENDING ACCOUNT (FSA) GRACE PERIOD**  
**SUMMARY OF MATERIAL MODIFICATIONS**

**PURPOSE**

The Health FSA (the "Plan"), adopted by Town of Surfside on October 1, 1998 is herein amended effective \_\_\_\_\_, 20\_\_ to adopt the Grace Period for the current Plan Year. Grace Period will begin on January 1, 20\_\_ and will end on \_\_\_\_\_, 20\_\_. Grace Period will apply to unused amounts remaining in your Health FSA Account on December 31, 20\_\_.

**A. Plan Amendments**

**1. Grace Period for Health FSA Component:**

Amounts remaining in a Participant's Health FSA Account at the end of a Plan Year can be used to reimburse the Participant for Medical Care Expenses that are incurred during the period that begins immediately following the close of that Plan Year and ends on a day that is *no more than* two months plus 15 days following the close of that Plan Year (the Grace Period) under the following conditions:

*(a) Applicability.*

In order for an individual to be reimbursed for Medical Care Expenses incurred during a Grace Period from amounts remaining in his or her Health FSA Account at the end of the Plan Year to which that Grace Period relates (Prior Plan Year Health FSA Amounts), he or she must be either (1) a Participant with Health FSA coverage that is in effect on the last day of that Plan Year; or (2) a qualified beneficiary (as defined under COBRA) who has COBRA coverage under the Health FSA Component on the last day of that Plan Year.

*(b) No Cash-Out or Conversion.*

Prior Plan Year Health FSA Amounts may not be cashed out or converted to any other taxable or nontaxable benefit. For example, Prior Plan Year Health FSA Amounts may not be used to reimburse Dependent Care Expenses.

*(c) Reimbursement of Grace Period Expenses.*

Medical Care Expenses incurred during a Grace Period and approved for reimbursement in accordance with the Plan's claims procedure for the Health FSA Component will be reimbursed and charged first against any available Prior Plan Year Health FSA Amounts and then against any amounts that are available to reimburse expenses that are incurred during the current Plan Year. All claims for reimbursement under the Health FSA Component will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized so as to pay it (or treat it as paid) from amounts attributable to a different Plan Year or Period of Coverage.

*(d) Run-Out Period and Forfeitures.*

Claims for reimbursement of Medical Care Expenses incurred during a Plan Year or its related Grace Period must be submitted no later than \_\_\_\_\_ days after end of Grace Period following the close of the Plan Year in order to be reimbursed from Prior Plan Year Health FSA Amounts. Any Prior Plan Year Health FSA Amounts that remain after all reimbursements have been made for the Plan Year and its related Grace Period shall not be carried over to reimburse the Participant for expenses incurred

after the Grace Period ends. The Participant will forfeit all rights with respect to such balance, which will be subject to the Plan's provisions regarding forfeitures in Section 6.6 of the Plan.

*(e) Debit Cards (if applicable).*

Claims for reimbursement of Medical Care Expenses incurred during the Grace Period may require submission of a manual claim form in order to use available Prior Plan Year Health FSA Amounts. If a Debit Card is provided to access your Health FSA funds, verify with your Plan Administrator whether you may use your Debit Card to access amounts available from Prior Plan Year Health FSA during the Grace Period.

**Caution Regarding Impact of Grace Period on Eligibility to Contribute to a Health Savings Account (HSA).**

Under IRS rules regarding the grace period, if you have an election for Health FSA coverage that is in effect on the last day of a Plan Year, you (and your Spouse, if you are married) cannot contribute to an HSA during the first three months following the close of that Plan Year, unless the balance in your Health FSA Account is \$0 as of the last day of that Plan Year. For this purpose, your Health FSA Account balance is determined on a cash basis, that is, without regard to any claims that have been incurred but have not yet been reimbursed (whether or not such claims have been submitted).

**Please attach this document to your SPD for future reference.**

If you have questions, please contact the Plan Administrator.

Yamilth Slate-St. Cloud

9293 Harding Avenue

Surfside, FL 33154

Tel. (305) 861-4863

Plan Sponsor: Town of Surfside

Sponsor's EIN: 59-6000434

Plan Name: Town of Surfside Health FSA

Plan Number: 501

Plan Year: January 1 to December 31

## **Employee Benefits--Cafeteria Plans; Proposed Rule**

### **REG-142695-05 – August 6, 2007**

Department of the Treasury  
Internal Revenue Service  
26 CFR Part 1  
REG-142695-05

Employee Benefits--Cafeteria Plans

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Withdrawal of prior notices of proposed rulemaking, notice of proposed rulemaking and notice of public hearing.

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**SUMMARY:** This document contains new proposed regulations providing guidance on cafeteria plans. This document also withdraws the notices of proposed rulemaking relating to cafeteria plans under section 125 that were published on May 7, 1984, December 31, 1984, March 7, 1989, November 7, 1997 and March 23, 2000. In general, these proposed regulations would affect employers that sponsor a cafeteria plan, employees that participate in a cafeteria plan, and third party cafeteria plan administrators.

### **Explanation of Provisions**

#### **Overview**

The new proposed regulations are organized as follows: general rules on qualified and nonqualified benefits in cafeteria plans (new proposed Sec. 1.125-1), general rules on elections (new proposed Sec. 1.125-2), general rules on flexible spending arrangements (new proposed Sec. 1.125-5), general rules on substantiation of expenses for qualified benefits (new proposed Sec. 1.125-6) and nondiscrimination rules (new proposed Sec. 1.125-7). The new proposed regulations, new Proposed Sec. Sec. 1.125-1, 1.125-2, 1.125-5, 1.125-6 and Sec. 1.125-7, consolidate and restate Proposed Sec. 1.125-1 (1984, 1997, 2000), Sec. 1.125-2 (1989, 1997, 2000) and Sec. 1.125-2T (1986). Unless otherwise indicated, references to “new proposed regulations” or “these proposed regulations” mean the proposed section 125 regulations being published in this document.

The new proposed regulations reflect changes in tax law since the prior regulations were proposed, including: the change in the definition of dependent (section 152) and the addition of the following as qualified benefits: adoption assistance (section 137), additional deferred compensation benefits described in section 125(d)(1)(B), (C) and (D), Health Savings Accounts (HSAs) (sections 223, 125(d)(2)(D) and 4980G), and qualified HSA distributions from health FSAs (section 106(e)). Other changes include the prohibition against long-term care insurance and long-term care services (section 125(f)) and the addition of the key employee concentration test in section 125(b)(2).

The prior proposed regulations, Sec. Sec. 1.125-1 and 1.125-2, provide the basic framework and requirements for cafeteria plans and elections under cafeteria plans. The prior proposed regulations also outlined the most significant rules for benefits under a health flexible spending arrangement (health FSA) offered by a cafeteria plan--the requirement that the maximum reimbursement be available at all times during the coverage period (the uniform coverage rule), the requirement of a 12-month period of coverage, the requirement that the health FSA only reimburse medical expenses, the requirement that all medical expenses be substantiated by a third party before reimbursement, the requirement that expenses be incurred during the period of coverage, and the prohibition against deferral of compensation (including the use-or-lose rule). The prior proposed regulations also provided guidelines for dependent care FSAs, and the application of section 125 to paid vacation days offered under a cafeteria plan. These remain substantially unchanged in the new proposed regulations, with certain clarifications. Finally, the prior proposed regulations included a number of Q & As addressing transitional issues relating to the enactment of section 125, as well as the application of the now-repealed section 89 (special nondiscrimination rules with respect to certain employee benefit plans). These provisions are omitted from the new proposed regulations.

#### **I. New Proposed Sec. 1.125-1--Qualified and Nonqualified Benefits in Cafeteria Plans Section 125 Exclusive Noninclusion Rule**

Section 125 provides that, except in the case of certain discriminatory benefits, no amount shall be included in the gross income of a participant in a cafeteria plan (as defined in section 125(d)) solely because, under the plan, the participant may choose among the benefits of the plan. The new proposed regulations clarify and amplify the general rule in the prior proposed regulations that section 125 is the exclusive means by which an employer can offer employees a choice between taxable and nontaxable benefits without the choice itself resulting in inclusion in gross income by the



employees. When employees may elect between taxable and nontaxable benefits, this election results in gross income to employees, unless a specific Internal Revenue Code (Code) section (such as section 125) intervenes to prevent gross income inclusion. Thus, except for an election made through a cafeteria plan that satisfies section 125 or another specific Code section (such as section 132(f)(4)), any opportunity to elect among taxable and nontaxable benefits results in inclusion of the taxable benefit regardless of what benefit is elected and when the election is made. This interpretation of section 125 is consistent with the legislative history of section 125. The legislative history begins with the interim ERISA rules for cafeteria plans:

Under \* \* \* ERISA, an employer contribution made before January 1, 1977, to a cafeteria plan in existence on June 27, 1974, is required to be included in an employees' gross income only to the extent that the employee actually elects taxable benefits. In the case of a plan not in existence on June 27, 1974, the employer contribution is required to be included in an employee's gross income to the extent the employee could have elected taxable benefits. S. Rep. No. 1263, 95th Cong., 2d Sess. 74 (1978), reprinted in 1978 U.S.C.C.A.N. 6837; H. R. Rep. No. 1445, 95th Cong., 2d Sess. 63 (1978); H.R. Conf. Rep. No. 1800, 95th Cong., 2d Sess. 206 (1978).

The legislative history also provides:

Generally, employer contributions under a written cafeteria plan which permits employees to elect between taxable and nontaxable benefits are excluded from the gross income of an employee to the extent that nontaxable benefits are elected. S. Rep. No. 1263, 95th Cong., 2d Sess. 75 (1978), reprinted in 1978 U.S.C.C.A.N. 6838; H. R. Rep. No. 1445, 95th Cong., 2d Sess. 63 (1978). See also H.R. Conf. Rep. No. 1800, 95th Cong., 2d Sess. 206 (1978).

The legislative history to the 1984 amendments to section 125 continues:

The cafeteria plan rules of the Code provide that a participant in a nondiscriminatory cafeteria plan will not be treated as having received a taxable benefit offered under the plan solely because the participant has the opportunity, before the benefit becomes available, to choose among the taxable and nontaxable benefits under the plan. H.R. Conf. Rep. No. 861, 98th Cong., 2d Sess. 1173 (1984), reprinted in 1984 U.S.C.C.A.N. 1861. See also H.R. Conf. Rep. No. 736, 104th Cong., 2d Sess. 295, reprinted in 1996 U.S.C.C.A.N. 2108.

The new proposed regulations provide that unless a plan satisfies the requirements of section 125 and the regulations, the plan is not a cafeteria plan. Reasons that a plan would fail to satisfy the section 125 requirements include: Offering nonqualified benefits; not offering an election between at least one permitted taxable benefit and at least one qualified benefit; deferring compensation; failing to comply with the uniform coverage rule or use-or-lose rule; allowing employees to revoke elections or make new elections during a plan year, except as provided in Sec. 1.125-4; failing to comply with substantiation requirements; paying or reimbursing expenses incurred for qualified benefits before the effective date of the cafeteria plan or before a period of coverage; allocating experience gains (forfeitures) other than as expressly allowed in the new proposed regulations; and failing to comply with grace period rules.

### **Definition of a Cafeteria Plan**

The new proposed regulations provide that a cafeteria plan is a separate written plan that complies with the requirements of section 125 and the regulations, that is maintained by an employer for employees and that is operated in compliance with the requirements of section 125 and the regulations. Participants in a cafeteria plan must be permitted to choose among at least one permitted taxable benefit (for example, cash, including salary reduction) and at least one qualified benefit. A plan offering only elections among nontaxable benefits is not a cafeteria plan. Also, a plan offering only elections among taxable benefits is not a cafeteria plan. See Rev. Rul. 2002-27, Situation 2 (2002-1 CB 925), see Sec. 601.601(d)(2)(ii)(b). Finally, a cafeteria plan must not provide for deferral of compensation, except as specifically permitted in section 125(d)(2)(B), (C), or (D).

### **Written Plan**

Section 125(d)(1) requires that a cafeteria plan be in writing. The cafeteria plan must be operated in accordance with the written plan terms. The new proposed regulations require that the written plan specifically describe all benefits, set forth the rules for eligibility to participate and the procedure for making elections, provide that all elections are irrevocable (except to the extent that the plan includes the optional change in status rules in Sec. 1.125-4), and state how employer contributions may be made under the plan (for example, salary reduction or nonelective employer contributions), the maximum amount of elective contributions, and the plan year. If the plan includes a flexible spending arrangement (FSA), the written plan must include provisions complying with the uniform coverage rule and the use-or-lose rule. Because

section 125(d)(1)(A) states that a cafeteria plan is a written plan under which “all participants are employees”, the new proposed regulations require that the written cafeteria plan specify that only employees may participate in the cafeteria plan. The new proposed regulations also require that all provisions of the written plan apply uniformly to all participants.

### **Individuals Who May Participate in a Cafeteria Plan**

All participants in a cafeteria plan must be employees. See section 125(d)(1)(A). These proposed regulations provide that employees include common law employees, leased employees described in section 414(n), and full-time life insurance salesmen (as defined in section 7701(a)(20)). These proposed regulations further provide that former employees (including laid-off employees and retired employees) may participate in a plan, but a plan may not be maintained predominantly for former employees. See Rev. Rul. 82-196 (1982-2 CB 53); Rev. Rul. 85-121 (1985-2 CB 57), see Sec. 601.601(d)(2)(ii)(b). All employees who are treated as employed by a single employer under section 414(b), (c) or (m) are treated as employed by a single employer for purposes of section 125. See section 125(g)(4). A participant’s spouse or dependents may receive benefits through a cafeteria plan although they cannot participate in the cafeteria plan. Self-employed individuals are not treated as employees for purposes of section 125. Accordingly, the new proposed regulations make clear that sole proprietors, partners, and directors of corporations are not employees and may not participate in a cafeteria plan. In addition, the new proposed regulations clarify that 2-percent shareholders of an S corporation are not employees for purposes of section 125. The new proposed regulations provide rules for dual status individuals and individuals moving between employee and non-employee status. A self-employed individual may, however, sponsor a cafeteria plan for his or her employees.

### **Election Between Taxable and Nontaxable Benefits**

The new proposed regulations require that a cafeteria plan offer employees an election among only permitted taxable benefits (including cash) and qualified nontaxable benefits. See section 125(d)(1)(B). For purposes of section 125, cash means cash from current compensation (including salary reduction), payment for annual leave, sick leave, or other paid time off, severance pay, property, and certain after-tax employee contributions. Distributions from qualified retirement plans are not cash or taxable benefits for purposes of section 125. See Rev. Rul. 2003-62 (2003-1 CB 1034) (distributions to former employees from a qualified employees’ trust, applied to pay health insurance premiums, are includible in former employees’ gross income under section 402), see Sec. 601.601(d)(2)(ii)(b).

### **Qualified Benefits**

In general, in order for a benefit to be a qualified benefit for purposes of section 125, the benefit must be excludible from employees’ gross income under a specific provision of the Code and must not defer compensation, except as specifically allowed in section 125(d)(2)(B), (C) or (D). Examples of qualified benefits include the following: group-term life insurance on the life of an employee (section 79); employer-provided accident and health plans, including health flexible spending arrangements, and accidental death and dismemberment policies (sections 106 and 105(b)); a dependent care assistance program (section 129); an adoption assistance program (section 137); contributions to a section 401(k) plan; contributions to certain plans maintained by educational organizations, and contributions to HSAs. Section 125(f), (d)(2)(B), (C), (D). See Notice 97-9 (1997-2 CB 35) (adoption assistance), see Sec. 601.601(d)(2)(ii)(b); Notice 2004-2, Q & A-33 (2004-1 CB 269) (HSAs), see Sec. 601.601(d)(2)(ii)(b). A cafeteria plan may also offer long-term and short-term disability coverage as a qualified benefit (see section 106). However, see paragraph (q) in Sec. 1.125-1 for nonqualified benefits.

### **Group-Term Life Insurance**

An employer may provide group-term life insurance through a combination of methods. Generally, under section 79(a), the cost of \$50,000 or less of group-term life insurance on the life of an employee provided under a policy (or policies) carried directly or indirectly by an employer is excludible from the employee’s gross income. (Special rules apply to key employees if the group-term life insurance plan does not satisfy the nondiscrimination rules in section 79(d)). However, if the group-term life insurance provided to an employee by an employer or employers exceeds \$50,000 (taking into account all coverage provided both through a cafeteria plan and outside a cafeteria plan), the cost of coverage exceeding coverage of \$50,000 is includible in the employee’s gross income. For this purpose, the cost of group-term life insurance is shown in Sec. 1.79-3(d)(2), Table I (Table I). The Table I cost of the excess group-term life insurance (minus all after-tax contributions by the employee for group-term life insurance coverage) is includible in each covered employee’s gross income. The new proposed regulations provide that the cost of group-term life insurance on the life of an employee, that either is less than or equal to the amount excludible from gross income under section 79(a) or provides coverage in excess of that amount, but not combined with any permanent benefit, is a qualified benefit that may be offered in a cafeteria plan. The new proposed regulations also provide that the entire amount of salary reduction and employer flex credits for group-term life insurance coverage on the life of an employee is excludible from an employee’s gross income.

The rule in the new proposed regulations differs from Notice 89-110 (1989-2 CB 447), see Sec. 601.601(d)(2)(ii)(b). Notice 89-110 provides that an employee includes in gross income the greater of the Table I cost of group-term life insurance coverage exceeding \$50,000 or the employee's salary reduction and employer flex-credits for excess group term life insurance coverage. The new proposed regulations provide instead that the employee includes in gross income the Table I cost of the excess coverage (minus all after-tax contributions by the employee for group-term life insurance coverage) and that the entire amount of salary reduction and employer flex-credits for group-term life insurance coverage on the life of the employee is excludible from the employee's gross income. As noted in this preamble, taxpayers may rely on the new proposed regulations for guidance pending the issuance of final regulations.

### **Employer-Provided Accident and Health Plan**

Coverage under an employer-provided accident and health plan that satisfies the requirements of section 105(b) may be provided as a qualified benefit through a cafeteria plan and is excludible from employees' gross income. Section 106; Sec. 1.106-1. The nondiscrimination rules under section 105(h) apply to self-insured medical reimbursement arrangements (including health FSAs).

The new proposed regulations specifically permit a cafeteria plan (but not a health FSA) to pay or reimburse substantiated individual accident and health insurance premiums. See Rev. Rul. 61-146 (1961-2 CB 25), see Sec. 601.601(d)(2)(ii)(b). In addition, a cafeteria plan may provide for payment of COBRA premiums for an employee. For employer-provided accident and health plans and medical reimbursement plans, the definition of dependents is the definition in section 105(b) as amended by the Working Families Tax Relief Act of 2004 (WFTRA), Public Law 108-311, section 207(9) (118 Stat. 1166) (that is, a dependent as defined in section 152, determined without regard to section 152(b)(1), (b)(2), or (d)(1)(B)). See Notice 2004-79 (2004-2 CB 898), see Sec. 601.601(d)(2)(ii)(b). For purposes of the exclusion from employees' gross income for accident and health plans and for medical reimbursement under sections 105(b) and 106, the spouse or dependent of a former employee (including a retired employee or a laid-off employee) or of a deceased employee is treated as a spouse or dependent. See Rev. Rul. 82-196 (1982-2 CB 53); Rev. Rul. 85-121 (1985-2 CB 57), see Sec. 601.601(d)(2)(ii)(b).

### **Dependent Care Assistance Programs and Adoption Assistance Programs**

If the requirements of section 129 are satisfied, up to \$5,000 of employer-provided assistance for amounts paid or incurred by employees for dependent care is excludible from employees' gross income. The new proposed regulations outline the general requirements for providing dependent care assistance programs and adoption assistance programs under section 137 through a cafeteria plan. See Notice 97-9, section II (1997-2 CB 35), see Sec. 01.601(d)(2)(ii)(b) Cafeteria Plan Year. The new proposed regulations require that a cafeteria plan year must be 12 consecutive months and must be set out in the written cafeteria plan. A short plan year (or a change in plan year resulting in a short plan year) is permitted only for a valid business purpose. A change in plan year resulting in a short plan year, for other than a valid business purpose, is disregarded. If a principal purpose of a change in plan year is to circumvent the rules of section 125, the change in plan year is ineffective.

### **No Deferral of Compensation**

Qualified benefits must be current benefits. In general, a cafeteria plan may not offer benefits that defer compensation or operate to defer compensation. Section 125(d)(2)(A). In general, benefits may not be carried over to a later plan year or used in one plan year to purchase benefits to be provided in a later plan year. For example, life insurance with a cash value build-up or group-term life insurance with a permanent benefit (within the meaning of Sec. 1.79-0) defers the receipt of compensation and thus is not a qualified benefit.

The new proposed regulations clarify whether certain benefits and plan administration practices defer compensation. For example, the regulations permit an accident and health insurance policy to provide certain benefit features that apply for more than one plan year, such as reasonable lifetime limits on benefits, level premiums, premium waiver during disability, guaranteed renewability of coverage, coverage for specified accidental injury or specific diseases, and the payment of a fixed amount per day for hospitalization. But these insurance policies must not provide an investment fund or cash value to pay premiums, and no part of the premium may be held in a separate account for any beneficiary. The new proposed regulations also provide that the following benefits and practices do not defer compensation: a long-term disability policy paying benefits over more than one plan year; reasonable premium rebates or policy dividends; certain two-year lock-in vision and dental policies; certain advance payments for orthodontia; salary reduction contributions in the last month of a plan year used to pay accident and health insurance premiums for the first month of the following plan year; reimbursement of section 213(d) expenses for durable medical equipment; and allocation of experience gains (forfeitures) among participants.

### **Paid Time Off**

Under the prior proposed regulations, permitted taxable benefits included various forms of paid leave. Since the prior proposed regulations were issued, many employers have recharacterized and combined vacation days, sick leave and personal days into a single category of “paid time off.” The new proposed regulations use the term “paid time off” to refer to vacation days and other types of paid leave. The new proposed regulations contain the same ordering rule for elective and nonelective paid time off as set forth in Prop. Sec. 1.125-1, Q & A-7 (1984). A plan offering an election solely between paid time off and taxable benefits is not a cafeteria plan.

### **Grace Period**

The new proposed regulations allow a written cafeteria plan to provide an optional grace period immediately following the end of each plan year, extending the period for incurring expenses for qualified benefits. A grace period may apply to one or more qualified benefits (for example, health FSA or dependent care assistance program) but in no event does it apply to paid time off or contributions to section 401(k) plans. Unused benefits or contributions for one qualified benefit may only be used to reimburse expenses incurred during the grace period for that same qualified benefit. The amount of unused benefits and contributions available during the grace period may be limited by the employer. A grace period may extend to the fifteenth day of the third month after the end of the plan year (but may be for a shorter period). Benefits or contributions not used as of the end of the grace period are forfeited under the use-or-lose rule. The grace period applies to all employees who are participants (including through COBRA), as of the last day of the plan year. Grace period rules must apply uniformly to all participants. The grace period rules in these proposed regulations are based on Notice 2005-42 (2005-1 CB 1204), modified in Notice 2007-22 (2007-10 IRB 670), see Sec. 601.601(d)(2)(ii)(b), amplified in Notice 2005-86 (2005-2 CB 1075), amplified in Notice 2007-22 (2007-10 IRB 670), see Sec. 601.601(d)(2)(ii)(b). For eligibility to contribute to a Health Savings Account (HSA) during a grace period, see Notice 2005-86 (2005-2 CB 1075), see Sec. 601.601(d)(2)(ii)(b). For Form W-2 reporting for unused dependent care assistance used for expenses incurred during a grace period, see Notice 2005-61 (2005-2 CB 607), see Sec. 601.601(d)(2)(ii)(b).

### **Contributions to Section 401(k) Plans Through a Cafeteria Plan**

A cafeteria plan may include contributions to a section 401(k) plan. Section 125(d)(2)(B). The new proposed regulations clarify the interactions between section 125 and section 401(k). Contributions to a section 401(k) plan expressed as a percentage of compensation are permitted. Pursuant to Sec. 1.401(k)-1(a)(3)(ii), elective contributions to a section 401(k) plan may be made through automatic enrollment (that is, when the employee does not affirmatively elect cash, the employee’s compensation is reduced by a fixed percentage, which is contributed to a section 401(k) plan).

### **Nonqualified Benefits**

A cafeteria plan must not offer any of the following benefits: scholarships (section 117); employer-provided meals and lodging (section 119); educational assistance (section 127); fringe benefits (section 132); long-term care insurance. See section 125(f). Long-term care services are nonqualified benefits, H.R. Conf. Rep. No. 736, 104th Cong., 2d Sess. 29, reprinted in 1996 U.S.C.C.A.N. 2109. (An HSA funded through a cafeteria plan may, however, be used to pay premiums for long-term care insurance or for long-term care services.) The new proposed regulations clarify that contributions to Archer Medical Savings Accounts (sections 220, 106(b)), group term life insurance for an employee’s spouse, child or dependent, and elective deferrals to section 403(b) plans are also nonqualified benefits. A plan offering any nonqualified benefit is not a cafeteria plan. A cafeteria plan may not offer a health FSA that provides for the carryover of unused benefits. See Notice 2002-45, Part I (2002-2 CB 93); Rev. Rul. 2002-41 (2002-2 CB 75), see Sec. 601.601(d)(2)(ii)(b).

### **After-Tax Employee Contributions**

The new proposed regulations allow a cafeteria plan to offer after-tax employee contributions for qualified benefits or paid time off. A cafeteria plan may only offer the taxable benefits specifically permitted in the new proposed regulations. Nonqualified benefits may not be offered through a cafeteria plan, even if paid with after-tax employee contributions.

### **Employer Contributions Through Salary Reduction**

Employees electing a qualified benefit through salary reduction are electing to forego salary and instead to receive a benefit which is excludible from gross income because it is provided by employer contributions. Section 125 provides that the employee is treated as receiving the qualified benefit from the employer in lieu of the taxable benefit. A cafeteria plan may also impose reasonable fees to administer the cafeteria plan which may be paid through salary reduction. A cafeteria plan is not required to allow employees to pay for any qualified benefit with after-tax employee contributions.

## **II. New Prop. Sec. 1.125-2--Elections in Cafeteria Plans**

### **Making, Revoking and Changing Elections**

Generally, a cafeteria plan must require employees to elect annually between taxable benefits and qualified benefits. Elections must be made before the earlier of the first day of the period of coverage or when benefits are first currently available. The determination of whether a taxable benefit is currently available does not depend on whether it has been constructively received by the employee for purposes of section 451. Annual elections generally must be irrevocable and may not be changed during the plan year. However, Sec. 1.125-4 permits a cafeteria plan to provide for changes in elections based on certain changes in status. An employer that wishes to permit such changes in elections must incorporate the rules in Sec. 1.125-4 in its written cafeteria plan. These proposed regulations omit the rule in Q & A-6(b) in Prop. Sec. 1.125-2 (1989) (cessation of required contributions), because the change in status rules in Sec. 1.125-4 superseded this provision of the 1989 proposed regulations.

If HSA contributions are made through salary reduction under a cafeteria plan, employees may prospectively elect, revoke or change salary reduction elections for HSA contributions at any time during the plan year with respect to salary that has not become currently available at the time of the election.

A cafeteria plan is permitted to include an automatic election for new employees or current employees. Rev. Rul. 2002-27 (2002-1 CB 925), see Sec. 601.601(d)(2)(ii)(b). A new rule also permits a cafeteria plan to provide an optional election for new employees between cash and qualified benefits. New employees avoid gross income inclusion if they make an election within 30 days after the date of hire even if benefits provided pursuant to the election relate back to the date of hire. However, salary reduction amounts used to pay for such an election must be from compensation not yet currently available on the date of the election. Also, this special election rule for new employees does not apply to any employee who terminates employment and is rehired within 30 days after terminating employment (or who returns to employment following an unpaid leave of absence of less than 30 days).

New elections and revocations or changes in elections can be made electronically. The safe harbor for electronic elections in Sec. 1.401(a)-21 is available. Only an employee can make an election or revoke or change his or her election. An employee's spouse or dependent may not make an election under a cafeteria plan and may not revoke or change an employee's election.

## **III. New Prop. Sec. 1.125-5--Flexible Spending Arrangements**

### **Overview**

In general, a flexible spending arrangement (FSA) is a benefit designed to reimburse employees for expenses incurred for certain qualified benefits, up to a maximum amount not substantially in excess of the salary reduction and employer flex-credits allocated for the benefit. The maximum amount of reimbursement reasonably available must be less than five times the value of the coverage. Employer flex-credits are non-elective employer contributions that an employer makes available for every employee eligible to participate in the cafeteria plan, to be used at the employee's election only for one or more qualified benefits (but not as cash or other taxable benefits). The three types of FSAs are dependent care assistance, adoption assistance and medical care reimbursements (health FSA).

### **Uniform Coverage Rule**

The new proposed regulations retain the rule that the maximum amount of reimbursement from a health FSA must be available at all times during the period of coverage (properly reduced as of any particular time for prior reimbursements). The uniform coverage rule does not apply to FSAs for dependent care assistance or adoption assistance.

### **Use-or-Lose Rule**

An FSA must satisfy all the requirements of section 125, including the prohibition against deferring compensation. In general, as discussed under "no deferral of compensation", in order to satisfy this requirement of section 125, all benefits and contributions must be used by the end of the plan year (or grace period, if applicable), or are forfeited. The new proposed regulations continue the use-or-lose rule.

### **Period of Coverage**

The required period of coverage for all FSAs continues to be twelve months, with an exception for short plan years that satisfy the conditions in the new proposed regulations. The period of coverage and the plan year need not be the same. The beginning and end of a period of coverage is clarified. The new proposed regulations also clarify that FSAs for

different qualified benefits need not have the same coverage period. See also “Grace period”, discussed in this preamble. The new proposed regulations also continue to provide that expenses are incurred when services are provided. Expenses incurred before or after the period of coverage may not be reimbursed.

### **Health FSA**

A health FSA may only reimburse certain substantiated section 213(d) medical care expenses incurred by the employee, or by the employee’s spouse or dependents. A health FSA may be limited to a subset of permitted section 213(d) medical expenses (for example, a health FSA is permitted to exclude reimbursement of over-the-counter drugs described in Rev. Rul. 2003-102 (2003-2 CB 559), see Sec. 601.601(d)(2)(ii)(b)). Similarly, a health FSA may be an HSA compatible limited-purpose health FSA or post-deductible health FSA. Rev. Rul. 2004-45 (2004-1 CB 971), see Sec. 601.601(d)(2)(ii)(b), amplified, Notice 2005-86 (2005-2 CB 1075). A health FSA may not reimburse premiums for accident and health insurance or long-term care insurance. See section 125(f).

A health FSA must satisfy all requirements of section 105(b), Sec. Sec. 1.105-1 and 1.105-2. The section 105(h) nondiscrimination rules apply to health FSAs. All medical expenses must be substantiated before expenses are reimbursed. See Incurring and reimbursing expenses for qualified benefits, discussed in this preamble. The new proposed regulations also clarify when medical expenses are incurred.\1\ A cafeteria plan may limit enrollment in a health FSA to those employees who participate in the employer’s accident and health plan.

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\1\ See Rev. Rul. 2005-55 (2005-2 CB 284) and Rev. Rul. 2005-24 (2005-1 CB 892), see Sec. 601.601(d)(2)(ii)(b) (section 105(b) exclusion only applicable to reimbursements for medical expenses incurred by employee, or by the employee’s spouse or dependents); Rev. Rul. 2002-3 (2002-1 CB 316) (purported reimbursements to employees of health insurance premiums not paid by employees and therefore impermissible); Rev. Rul. 2002-80 (2002-2 CB 925), see Sec. 601.601(d)(2)(ii)(b) (so-called advance reimbursements and purported loans are impermissible); Rev. Rul. 2003-43 (2003-1 CB 935), see Sec. 601.601(d)(2)(ii)(b); Notice 2006-69 (2006-31 IRB 107) (substantiation requirements for debit cards), amplified in Notice 2007-2 (2007-2 IRB 254), see Sec. 601.601(d)(2)(ii)(b).  
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### **Qualified HSA Distributions**

Section 106(e), enacted in section 302 of the Health Opportunity Patient Empowerment Act of 2006, Public Law 109-432 (120 Stat. 2922 (2006)) allows “qualified HSA distributions” from health FSAs to HSAs. Section 106(e) applies to distributions between December 20, 2006 and December 31, 2011. The proposed regulations incorporate the rules on qualified HSA distributions set forth in Notice 2007-22 (2007-10 IRB 670). See Sec. 601.601(d)(2)(ii)(b).

The distribution must not be more than the lesser of the balance in the health FSA on September 21, 2006, or the date of the distribution. If you were not covered by a health FSA on September 21, 2006, you cannot elect to make a qualified HSA distribution from the health FSA. If you were covered by a health FSA with an employer on September 21, 2006, but change employers after that date, you cannot elect to make a qualified HSA distribution from your second employer’s health FSA.

The following conditions must be met to make a qualified HSA distribution.

- The plan must have been amended to allow these distributions.
- You must elect to make the rollover.
- The year-end balance in the health FSA must be frozen.
- The funds must be transferred within 2½ months after the end of the health FSA’s plan year and result in a zero balance in the health FSA.
- The distribution must be contributed directly to the HSA trustee by the employer.

Only one qualified HSA distribution is allowed for each health FSA. If you do not remain an eligible individual for HSA purposes during the testing period, the distribution is included in your income and is subject to a 10% additional tax. For more information, see Notice 2007-22, 2007-10 I.R.B. 670

### **Dependent Care Assistance After Termination**

A new optional rule permits an employer to reimburse a terminated employee’s qualified dependent care expenses incurred after termination through a dependent care FSA, if all section 129 requirements are otherwise satisfied.

### **Experience Gains**

If an employee fails to use all contributions and benefits for a plan year before the end of the plan year (and the grace period, if applicable), those unused contributions and benefits are forfeited under the use-or-lose rule. Unused amounts are also known as experience gains. The new proposed regulations retain the forfeiture allocation rules in the 1989 proposed regulations, and clarify that the employer sponsoring the cafeteria plan may retain forfeitures, use forfeitures to defray expenses of administering the plan or allocate forfeitures among employees contributing through salary reduction on a reasonable and uniform basis.

### **FSA Administrative Rules**

Salary reduction contributions may be made at whatever interval the employer selects, including ratably over the plan year based on the employer's payroll periods or in equal installments at other regular intervals (for example, quarterly installments). These rules must apply uniformly to all participants.

## **IV. New Prop. Sec. 1.125-6--Substantiation of Expenses for All Cafeteria Plans**

### **Incurring and Reimbursing Expenses for Qualified Benefits**

The new proposed regulations provide that only expenses for qualified benefits incurred after the later of the effective date or the adoption date of the cafeteria plan are permitted to be reimbursed under the cafeteria plan. Similarly, if a plan amendment adds a new qualified benefit, only expenses incurred after the later of the effective date or the adoption date are eligible for reimbursement.<sup>\2\</sup> This rule applies to all qualified benefits. Similarly, a cafeteria plan may pay or reimburse only expenses for qualified benefits incurred during a participant's period of coverage.

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<sup>\2\</sup> See *American Family Mut. Ins. Co. v. United States*, 815 F. Supp. 1206 (W.D. Wis. 1992); *Wollenberg v. United States*, 75 F. Supp.2d 1032 (D. Neb. 1999); Rev. Rul. 2002-58 (2002-2 CB 541), see Sec. 601.601(d)(2)(ii)(b); Notice 97-9, section II (adoption assistance).  
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### **Substantiation and Reimbursement of Expenses for Qualified Benefits**

The new proposed regulations provide, after an employee incurs an expense for a qualified benefit during the coverage period, the expense must first be substantiated before the expense may be paid or reimbursed. All expenses must be substantiated (substantiating only a limited number of total claims, or not substantiating claims below a certain dollar amount does not satisfy the requirements in the new proposed regulations). See Sec. 1.105-2; Rul. 2003-80; Rev. Rul. 2003-43 (2002-1 CB 935), see Sec. 601.601(d)(2)(ii)(b); Notice 2006-69 (2006-31 IRB 107), Notice 2007-2 (2007-2 IRB 254). FSAs for dependent care assistance and adoption assistance must follow the substantiation procedures applicable to health FSAs.

### **Debit Cards**

The new proposed regulations incorporate previously issued guidance on substantiating, paying and reimbursing expenses for section 213(d) medical care incurred at a medical care provider when payment is made with a debit card. Rev. Rul. 2003-43 (2003-1 CB 935), amplified, Notice 2006-69 (2006-31 IRB 107), Notice 2007-2 (2007-2 IRB 254); Rev. Proc. 98-25 (1998-1 CB 689), see Sec. 601.601(d)(2)(ii)(b). Among the permissible substantiation methods are copayment matches, recurring expenses, and real-time substantiation. The new proposed regulations also allow point-of sale substantiation through matching inventory information with a list of section 213(d) medical expenses. The employer is responsible for ensuring that the inventory information approval system complies with the new regulations and with the recordkeeping requirements in section 6001. Rev. Rul. 2003-43 (2003-1 CB 935), amplified, Notice 2006-69 (2006-31 IRB 107), Notice 2007-2 (2007-2 IRB 254); Rev. Proc. 98-25 (1998-1 CB 689), see Sec. 601.601(d)(2)(ii)(b). The new proposed regulations also provide rules under which an FSA may pay or reimburse dependent care expenses using debit cards.

Pursuant to prior guidance (in Notice 2006-69 (2006-31 IRB 107), amplified, Notice 2007-2 (2007-2 IRB 254)), for plan years beginning after December 31, 2006, the recordkeeping requirements described in paragraph (f) in Sec. 1.125-6 apply (that is, responsibility of employers relying on the inventory information approval system for health FSA debit cards to ensure that the system complies with the new proposed recordkeeping requirements, including Rev. Proc. 98-25 (1998-1 CB 689), Notice 2006-69 (2006-31 IRB 107), amplified, Notice 2007-2 (2007-2 IRB 254)). For health FSA debit card transactions occurring on or before December 31, 2007, all supermarkets, grocery stores, discount stores and wholesale clubs that do not have a medical care merchant category code (as described in Rev. Rul. 2003-43 (2003-2 CB 935)) are nevertheless deemed to be an "other medical provider" as described in Rev. Rul. 2003-43. (For a list of

merchant category codes, see Rev. Proc. 2004-43 (2004-2 CB 124).) During this time period, mail-order vendors and web-based vendors that sell prescription drugs are also deemed to be an “other medical provider” as described in Rev. Rul. 2003- 43. After December 31, 2008, health FSA debit cards may not be used at stores with the Drug Stores and Pharmacies merchant category code unless (1) the store participates in the inventory information approval system described in Notice 2006-69, or (2) on a store location by store location basis, 90 percent of the store’s gross receipts during the prior taxable year consisted of items which qualify as expenses for medical care under section 213(d). Notice 2006-69 (2006-31 IRB 107), amplified, Notice 2007-2 (2007-2 IRB 254).

#### **V. New Prop. Sec. 1.125-7--Nondiscrimination Rules**

Discriminatory benefits provided to highly compensated participants and individuals and key employees are included in these employees’ gross income. See section 125(b), (c). The new proposed regulations reflect changes in tax law since Prop. Sec. 1.125-1, Q & A-9 through 13 and 19 were proposed in 1984, including the key employee concentration test, statutory nontaxable benefits (enacted in the Deficit Reduction Act of 1984 (DEFRA), Public Law 98-369, section 531(b), (98 Stat. 881(1984))), and the change in definition of dependent in WFTRA.

The new proposed regulations provide additional guidance on the cafeteria plan nondiscrimination rules, including definitions of key terms, guidance on the eligibility test and the contributions and benefits tests, descriptions of employees allowed to be excluded from testing and a safe harbor nondiscrimination test for premium-only-plans.

Specifically, the new proposed regulations define several key terms, including highly compensated individual or participant (consistent with the section 414(q) definition of highly compensated employee), officer, five percent shareholder, key employee and compensation. The new proposed regulations also provide guidance on the non-discrimination as to eligibility requirement by incorporating some of the rules under section 410(b) (specifically the rules under Sec. 1.410(b)-4(b) and (c) dealing with reasonable classification, the safe harbor percentage test and the unsafe harbor percentage component of the facts and circumstances test).

The new proposed regulations also provide additional guidance on the contributions and benefits test and, unlike the prior proposed regulations, the new proposed regulations provide an objective test to determine when the actual election of benefits is discriminatory. Specifically, the new proposed regulations provide that a cafeteria plan must give each similarly situated participant a uniform opportunity to elect qualified benefits, and that highly compensated participants must not actually disproportionately elect qualified benefits. Finally, the new rules provide guidance on the safe harbor for cafeteria plans providing health benefits and create a safe harbor for premium-only-plans that satisfy certain requirements.

The example in Prop. Sec. 1.125-1, Q & A-11 (1984) is deleted because it concerns a qualified legal services plan, which is no longer a qualified benefit.

#### **Other Issues**

These proposed regulations provide guidance under section 125 (26 U.S.C. 125). Other statutes may impose additional requirements (for example, the Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. 1000), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), (sections 9801-9803); and the continuation coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) (section 4980B)).

#### **Proposed Effective Date**

With the exceptions noted in the “Effect on other documents” section of this preamble and under the “Debit cards” section of the preamble, it is proposed that these regulations apply for plan years beginning on or after January 1, 2009. Taxpayers may rely on these regulations for guidance pending the issuance of final regulations. Prior published guidance on qualified benefits under sections 79, 105, 106, 129, 137 and 223 that is affected by these proposed regulations remains applicable through the effective date of the final regulations (except as modified in “Effect on other documents” section of this preamble).

#### **Effect on Other Documents**

Notice 89-110 (1989-2 CB 447), see Sec. 601.601(d)(2)(ii)(b), states that where group-term life insurance provided to an employee by an employer exceeds \$50,000, the employee includes in gross income the greater of the cost of group-term life insurance shown in Sec. 1.79-3(d)(2), Table I (Table I ) on the excess coverage or the employee’s salary reduction and employer flex-credits for excess coverage. Notice 89-110 is modified, effective as of the date the proposed regulations are published in the Federal Register.



Published guidance under Sec. 105(b) states that if any person has the right to receive cash or any other taxable or nontaxable benefit under a health FSA other than the reimbursement of section 213(d) medical expenses of the employee, employee's spouse or employee's dependents, then all distributions made from the arrangement are included in the employee's gross income, even amounts paid to reimburse medical care. See Rev. Rul. 2006-36 (2006-36 IRB 353); Rev. Rul. 2005-24 (2005-1 CB 892); Rev. Rul. 2003-102 (2003-2 CB 559); Notice 2002-45 (2002-2 CB 93); Rev. Rul. 2002-41 (2002-2 CB 75); Rev. Rul. 69-141 (1969-1 CB 48). New section 106(e) provides that a health FSA will not fail to satisfy the requirements of sections 105 or 106 merely because the plan provides for a qualified HSA distribution. Amounts rolled into an HSA may be used for purposes other than reimbursing the section 213(d) medical expenses of the employee, spouse or dependents. Accordingly, Rev. Rul. 2006-36, Rev. Rul. 2005-24, Rev. Rul. 2003-102, Notice 2002-45, Rev. Rul. 2002-41, and Rev. Rul. 69-141 are modified with respect to qualified HSA distributions described in section 106(e). See Notice 2007-22 (2007-10 IRB 670), see Sec. 601.601(d)(2)(ii)(b).

### **Special Analyses**

It has been determined that this notice of proposed rulemaking is not a significant regulatory action as defined in Executive Order 12866. Therefore, a regulatory assessment is not required. It also has been determined that section 553(b) of the Administrative Procedure Act (5 U.S.C. chapter 5) does not apply to this regulation. It is hereby certified that the collection of information in this regulation will not have a significant economic impact on a substantial number of small entities. This certification is based on the fact that the regulations will only minimally increase the burdens on small entities. The requirements under these regulations relating to maintaining a section 125 cafeteria plan are a minimal additional burden independent of the burdens encompassed under existing rules for underlying employee benefit plans, which exist whether or not the benefits are provided through a cafeteria plan. In addition, most small entities that will maintain cafeteria plans already use a third-party plan administrator to administer the cafeteria plan. The collection of information required in these regulations, which is required to comply with the existing substantiation requirements of sections 105, 106, 129 and 125, and the recordkeeping requirements of section 6001, will only minimally increase the third-party administrator's burden with respect to the cafeteria plan. Therefore, an analysis under the Regulatory Flexibility Act (5 U.S.C. chapter 6) is not required. Pursuant to section 7805(f) of the Internal Revenue Code, this proposed regulation has been submitted to the Chief Counsel for Advocacy of the Small Business Administration for comment on its impact on small business. The rules of 26 CFR 601.601(a)(3) apply to the hearing. Persons who wish to present oral comments at the hearing

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## Simple Cafeteria Plan

After December 31, 2010, eligible employers meeting contribution requirements and eligibility and participation requirements can establish a simple cafeteria plan. Simple cafeteria plans are treated as meeting the nondiscrimination requirements of a cafeteria plan and certain benefits under a cafeteria plan.

### Eligible Employer

You are an eligible employer if you employ an average of 100 or fewer employees during either of the two preceding years. If your business was not in existence throughout the preceding year, you are eligible if you reasonably expect to employ an average of 100 or fewer employees in the current year. If you establish a simple cafeteria plan in a year that you employ an average of 100 or fewer employees, you are considered an eligible employer for any subsequent year as long as you do not employ an average of 200 or more employees in a subsequent year.

### Eligibility and Participation Requirements

These requirements are met if all employees who had at least 1,000 hours of service for the preceding plan year are eligible to participate and each employee eligible to participate in the plan may elect any benefit available under the plan. You may elect to exclude from the plan employees who:

1. Are under age 21 before the close of the plan year,
2. Have less than 1 year of service with you as of any day during the plan year,
3. Are covered under a collective bargaining agreement, or
4. Are nonresident aliens working outside the United States whose income did not come from a U.S. source.

### Contribution Requirements

You must make a contribution to provide qualified benefits on behalf of each qualified employee in an amount equal to:

1. A uniform percentage (not less than 2%) of the employee's compensation for the plan year, or
2. An amount which is at least 6% of the employee's compensation for the plan year or twice the amount of the salary reduction contributions of each qualified employee, whichever is less.

If the contribution requirements are met using option (2) above, the rate of contribution to any salary reduction contribution of a highly compensated or key employee can not be greater than the rate of contribution to any other employee.

(Publication 15-B 2011)

-If you have less than 100 employees;

-If employees that work 1,000 hours or more per year are eligible;

-If any eligible employee may choose any benefit available under the plan;

-If employees that have been employed by you one year (or less) are eligible;

-If employees over 21 are not excluded; and

-If you contribute either

1. A uniform percentage (not less than 2%) of the employee's compensation for the plan year, **or**
  2. An amount which is at least 6% of the employee's compensation for the plan year or twice the amount of the salary reduction contributions of each qualified employee, whichever is less.
- HCE salary reduction contribution cannot be greater than that of any other employee.

Then you have a **Simple Cafeteria Plan!** There is no need to perform Nondiscrimination testing.

## **Nondiscrimination**

The proposed rules, for the first time in more than twenty years, try to elaborate on the application of various non-discrimination rules to cafeteria plans. Cafeteria plans cannot favor highly compensated individuals (HCIs) as to eligibility, or favor highly compensated participants as to contributions and benefits (Treas. Reg. §1.125-7). In applying this eligibility test, certain individuals are allowed to be disregarded, including COBRA qualified beneficiaries. In other words, the test is run based on the active employee population.

The rules apply to cafeteria plans generally, and specifically to HSAs offered through a cafeteria plan and health FSAs.

Under the safe harbor provisions, plans that meet certain criteria fall within a safe harbor, that is, are deemed nondiscriminatory.

### **Definitions**

Under the new proposed rules, an HCI means an individual who is:

- 1) an officer;
- 2) a 5-percent shareholder; or
- 3) highly compensated (Treas. Reg. §1.125-7(a)(3)(i)).

Spouses and dependents of HCIs also are HCIs (Treas. Reg. §1.125-7(a)(3)(ii)).

A highly compensated participant (HCP) means an HCI who is eligible to participate in a cafeteria plan (Treas. Reg. §1.125-7(a)(4)).

An “officer” for the nondiscrimination test means an individual or participant who for the preceding year was an officer. Status as an officer depends on the source of the individual’s authority, the term of his or her election or appointment, and the nature and extent of duties. Generally, the term “officer” means an administrative executive who is in regular and continued service. The officer title without authority is not an “officer” for the rules’ nondiscrimination purposes (Treas. Reg. §1.125-7(a)(7)).

A “key employee” is defined as under pension provisions (Code Section 416) as an employee who is an:

- 1) officer with compensation above a defined threshold (indexed) for the plan year as defined in the Section 415(b)(1)(A));
- 2) a 5-percent owner of the employer; or
- 3) a 1-percent owner having annual compensation from the employer of more than a threshold amount as defined in Section 416 (Treas. Reg. §1.125-7(a)(10)).

### **Eligibility test**

Cafeteria plans cannot discriminate as to eligibility in favor of HCIs. The proposed cafeteria plan rules incorporate the pension plan safe-harbor percentage test for eligibility from Treas. Reg. §1.410. Under this test, a certain minimum percentage of nonhighly compensated individuals must be benefiting under the plan relative to a certain percentage of HCIs (Treas. Reg. §1.125-7(b)).

If enough rank-and-file employees benefit relative to the number of HCIs benefiting, the plan falls within what is called a safe harbor - or a zone of ratios automatically deemed not to discriminate (Treas. Reg. §1.125-7(b)).

If the ratio of rank-and-file employees benefiting in the cafeteria plan relative to the HCIs is too low, then the plan is deemed discriminatory. However, a plan that fails the ratios test may yet qualify under another part of the test referred to as the facts-and-circumstances test (Treas. Reg. §1.125-7(b)). For example, there may be a legitimate business reason for discriminatory eligibility, such as rank-and-file employees residing outside an HMO service area who thus do not qualify for plan coverage.

### **Contributions and benefits test**

Under another test, a cafeteria plan cannot discriminate in favor of HCPs regarding contributions and benefits (Treas. Reg. §1.125-7(c)(1)). A plan must give each similarly situated participant a uniform chance to elect qualified benefits, and the HCPs must not in disproportionate numbers actually elect those benefits (Treas. Reg. §1.125-7(c)(2)).

Under the benefits test, disproportionate election exists if the aggregate qualified benefits that HCPs elect, measured as a percentage of their aggregate compensation, exceeds the aggregate qualified benefits that nonhighly compensated participants elect, measured as a percentage of their aggregate compensation (Treas. Reg. §1.125-7(c)(2)).

**Example.** Contel's cafeteria plan meets eligibility requirements. HCPs in the plan elect aggregate qualified benefits equaling 5 percent of aggregate compensation; nonhighly compensated participants elect aggregate qualified benefits equaling 10 percent of aggregate compensation. Contel's cafeteria plan passes the contributions and benefits test.

### Key employees test

There also is a key employees test. If nontaxable benefits provided to key employees exceed 25 percent of the aggregate nontaxable benefit provided for all employees through the cafeteria plan, each key employee includes in gross income an amount equaling the maximum taxable benefits that he or she could have elected for the plan year (Treas. Reg. §1.125-7(d)(1)).

However, there is a safe harbor for POPs under which a POP passes the contributions and benefits test and the key employee test if it meets the safe harbor percentage test for eligibility described above (Treas. Reg. §1.125-7(f)(1)).

To illustrate the key employees test:

**Example.** Employer Durango's cafeteria plan offers all employees an election between taxable benefits (such as cash) and qualified benefits (such as excludable health benefits) and meets the eligibility test. Durango has two key employees and four nonhighly compensated employees. Key employees each elect \$2,000 of qualified benefits. Each nonhighly compensated employee also elects \$2,000 of qualified benefits.

Key employees receive \$4,000 of nontaxable benefits and nonhighly compensated employees receive \$8,000 of nontaxable benefits, for a total of \$12,000. Key employees receive 33 percent of nontaxable benefits. Because the plan provides more than 25 percent of aggregate nontaxable benefits to key employees, the plan fails the key employee concentration test (Treas. Reg. §1.125-7(d)(2)).

To illustrate the POP safe harbor:

**Example.** Employer Fox's written POP offers one health plan and offers all employees the election to salary reduce the same amount or same percentage of the premium for self-only or family coverage. All key employees and all highly compensated employees elect salary reduction for the health plan, but only 20 percent of nonhighly compensated employees elect the health plan (Treas. Reg. §1.125-7(f)(2)(i)).

The POP satisfies the eligibility and contributions and benefits tests (Treas. Reg. §1.125-7(f)(2)(ii)).

### Health plan safe harbor

In addition, there is a contributions and benefits test safe harbor for group health plans — but not dental or health FSAs. The safe harbor applies if the contribution on behalf of each participant equals 100 percent of the cost of health coverage of the majority of similarly situated HCPs, or at least equals 75 percent of the cost of health coverage of the similarly situated participant with the highest cost health coverage under the plan (Treas. Reg. §1.125-7(e)(1)).

### Aggregation

Employers that sponsor more than one cafeteria plan have the option to aggregate plans for nondiscrimination testing purposes, which could provide flexibility particularly to employers in industries with high turnover or low participation rates, for example (Treas. Reg. §1.125-7(g)(2)).

Plans are required to do nondiscrimination testing annually. Tests must be done as of the last day of the plan year (Treas. Reg. §1.125-7(j)(1)).

**Example.** Employer Hoopla has three employees and maintains a calendar year cafeteria plan. During 2009 Jay was an employee the entire year, Kay was an employee from May 1 through Aug. 31, 2009, and Lai was an employee from Jan. 1 to April 15, 2009.

Nondiscrimination testing must be done for the 2009 plan year and must be performed on Dec. 31, 2009, taking into account employees Jay, Kay and Lai's compensation in the preceding year (Treas. Reg. §1.125-7(j)(2)).

## Section 125 Plan Non-discrimination Testing Instructions and Forms

The discrimination rules described in the IRC Section 125 are applied to all benefits provided in a cafeteria plan in the aggregate.

The discrimination rules applicable to cafeteria plans are found in Section 125 of the Internal Revenue Code. Under these rules, a plan cannot discriminate in favor of highly compensated employees or participants for purposes of the Eligibility Test or discriminate in favor of highly compensated participants for purposes of the Contributions and Benefits Test. A plan also cannot discriminate in favor of key employees for purposes of the Key Employee Concentration Test. The required tests are as follows:

**Eligibility Test:** A plan cannot discriminate in favor of highly compensated employees (defined in #1 below) as to eligibility to participate.

**Contributions and Benefits Test:** A plan cannot discriminate in favor of highly compensated participants (defined in #1 below) as to contributions and benefits.

**Concentration Test:** Benefits to key employees (defined in #2 below) under the plan cannot exceed 25% of the aggregate benefits provided to all employees under the plan.

1. For purposes of the **Eligibility, Contributions and Benefits Tests**, who are “highly compensated employees”?

A highly compensated employee is an employee who is:

- An officer;
- A shareholder owning more than 5% of the voting power or value of all classes of stock of the employer;
- Highly compensated [*interpreted to mean a “highly compensated employee” as defined in Code section 414(q)*]. For 2013, it includes any employee earning over \$120,000 in 2017; or
- A spouse or dependent of one of the above.

2. For purpose of the **Concentration Test**, who is a “key employee”?

A key employee is an employee who is:

- An officer with annual compensation more than \$175,000 (for 2017), as indexed;
- A more than 5% owner; or
- A more than 1% owner with compensation over \$150,000, not indexed.

### What nondiscrimination rules apply to Premium Only Plans?

A Premium Only Plan that pays medical premiums on a pre-tax basis is governed by Section 106 of the Code, which does not provide any rules regarding nondiscrimination. Thus, the rules above under Item 1 will apply to Premium Only Plans for medical premiums. If all employees are eligible to have their salary reduced pre-tax to pay medical premiums, and the amount of premium does not vary (except for levels of coverage), the plan should pass the nondiscrimination tests. In addition, if a Premium Only Plan also involves the payment of group life insurance premiums, it will be subject to the nondiscrimination rules under Item 1 above.

### Consequences of Test Failures

#### What happens if the plan discriminates in favor of either highly compensated employees or key employees?

If either the **Eligibility Test** or **Contribution and Benefits Test** fail, all highly compensated employees participating in the plan must claim the amount of benefit that they COULD have received from the plan as income on their taxes for that year. If the **Concentration Test** fails, all key employees participating in the plan must claim the amount of benefit that they COULD have received from the plan as income on their taxes for that year.

Some employees can be excluded when determining the top paid group. These include employees who:

1. Have not completed 6 months of service.
2. Normally work less than 17 ½ hours per week.

3. Normally work not more than 6 months per year.

Compensation includes taxable compensation and salary reductions under cafeteria plans, 401(k) plans, and tax sheltered annuities. Stock owned by an employee's spouse, children, grandchildren, or parents is treated as owned by the employee. (See IRC Section 318)

### **Excluded Employees**

Section 125 provides no specific authority to exclude a group of employees. However, plan administrators have routinely "borrowed" exclusions from other code sections and applied them to cafeteria plans in general. Check the plan document for details on excluded employees.

### **Eligibility Discrimination**

A plan will not be treated as discriminatory as to eligibility, if the plan:

1. Benefits a group of employees who qualify under a classification established by the employer and found by the IRS not to be discriminatory in favor of highly compensated employees (see IRC Section 410(b)(20(A)(I)); and
2. Meets the requirements of (a) and (b) below:
  - a. No employee is required to complete more than 3 years of employment with the employer or employers maintaining the plan as a condition of participating in the plan, and the employment requirement for each employee is the same.
  - b. An employee who has satisfied the employment requirement of (a) above, and who is otherwise entitled to participate in the plan, commences participation no later than the first day of the first plan year beginning after the date the employment requirement was satisfied unless the employee was separated from service before the first day of that plan year.

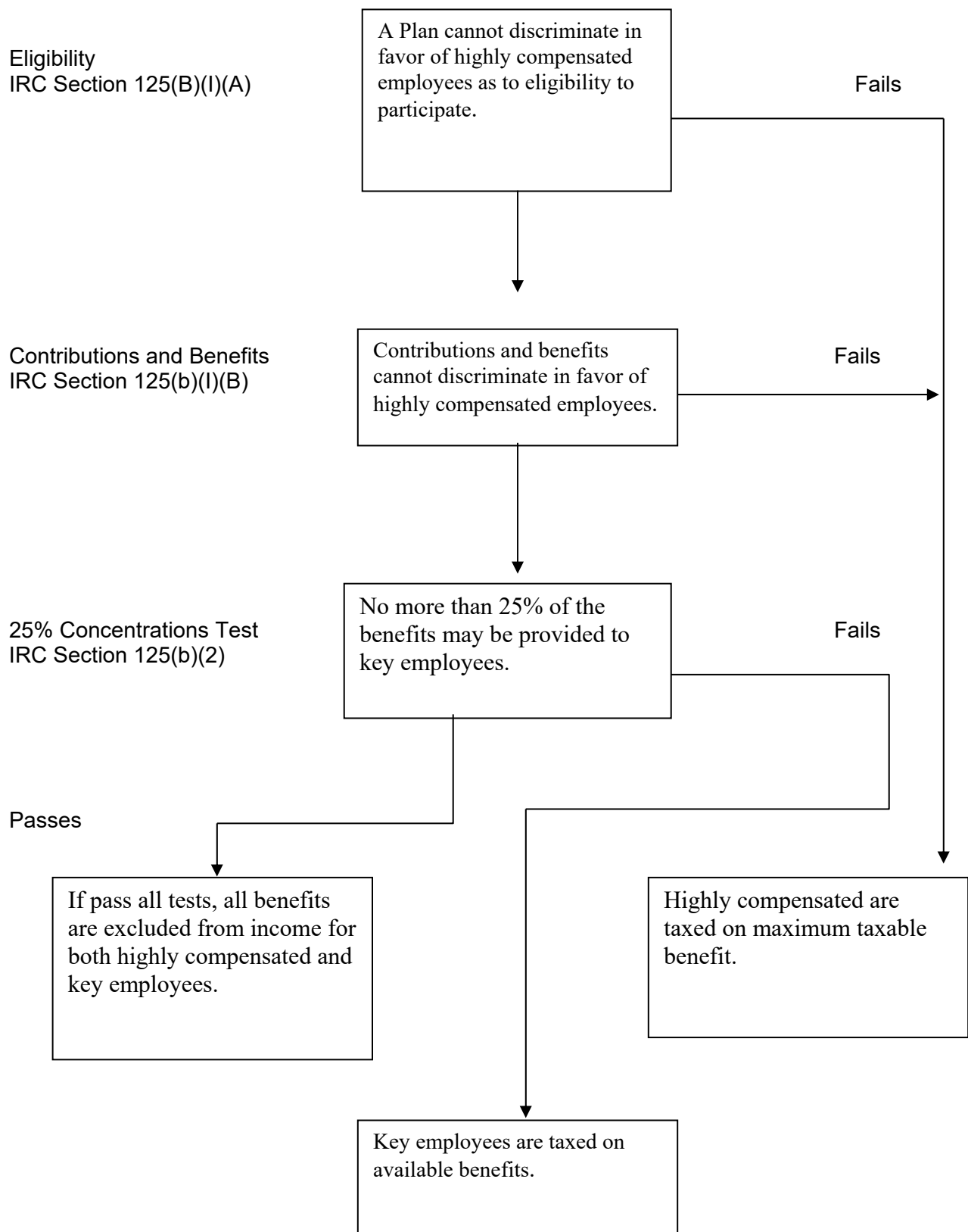
### **Contributions and Benefits**

A plan will not be discriminatory as to contributions and benefits if total benefits and nontaxable benefits do not discriminate in favor of highly compensated employees. Generally this determination will be made on the basis of facts and circumstances.

Section 125(c) provides a safe harbor. It provides that a cafeteria plan does not discriminate as to contributions and benefits if the qualified benefits and total benefits (or employer contributions allocable to qualified benefits and employer contributions for total benefits) do not discriminate in favor of highly compensated participants. The regulations under Reg. Section 1.125-1 Q & A 19 states that: "a plan must satisfy section 125(c) with respect to both benefit availability and benefit selection. Thus, a plan must give each participant an equal opportunity to select nontaxable benefits, and the actual selection of nontaxable benefits under the plan must not be discriminatory, i.e., highly compensated participants do not disproportionately select nontaxable benefits while other participants select taxable benefits."

The regulations merely provide that the utilization non disproportionately favor highly compensated participants. Unfortunately, there is no guidance as to what this means.

For example, suppose an employer allows salary redirections to a cafeteria plan to pay for dependent coverage for health insurance. All highly compensated eligible employees (100%) elect coverage. Does this satisfy IRC Section 125(c)? Presumably this plan disproportionately favors highly compensated participants.



**Table I**  
**Safe/Unsafe Harbor Table**

| <b>Non-highly Compensated<br/>Employee Concentration<br/>Percentage</b> | <b>Safe Harbor<br/>Percentage</b> | <b>Unsafe Harbor<br/>Percentage</b> |
|---|-----------------------------------|-------------------------------------|
| 0-60%   | 50.00%                            | 40.00%                              |
| 61  | 49.25%                            | 39.25%                              |
| 62  | 48.50%                            | 38.50%                              |
| 63  | 47.75%                            | 37.75%                              |
| 64  | 47.00%                            | 37.00%                              |
| 65  | 46.25%                            | 36.25%                              |
| 66  | 45.50%                            | 35.50%                              |
| 67  | 44.75%                            | 34.75%                              |
| 68  | 44.00%                            | 34.00%                              |
| 69  | 43.25%                            | 33.25%                              |
| 70  | 42.50%                            | 32.50%                              |
| 71  | 41.75%                            | 31.75%                              |
| 72  | 41.00%                            | 31.00%                              |
| 73  | 40.25%                            | 30.25%                              |
| 74  | 39.50%                            | 29.50%                              |
| 75  | 38.75%                            | 28.75%                              |
| 76  | 38.00%                            | 28.00%                              |
| 77  | 37.25%                            | 27.25%                              |
| 78  | 36.50%                            | 26.50%                              |
| 79  | 35.75%                            | 25.75%                              |
| 80  | 35.00%                            | 25.00%                              |
| 81  | 34.25%                            | 24.25%                              |
| 82  | 33.50%                            | 23.50%                              |
| 83  | 32.75%                            | 22.75%                              |
| 84  | 32.00%                            | 22.00%                              |
| 85  | 31.25%                            | 21.25%                              |
| 86  | 30.50%                            | 20.50%                              |
| 87  | 29.75%                            | 20.00%                              |
| 88  | 29.00%                            | 20.00%                              |
| 89  | 28.25%                            | 20.00%                              |
| 90  | 27.50%                            | 20.00%                              |
| 91  | 26.75%                            | 20.00%                              |
| 92  | 26.00%                            | 20.00%                              |
| 93  | 25.25%                            | 20.00%                              |
| 94  | 24.50%                            | 20.00%                              |
| 95  | 23.75%                            | 20.00%                              |
| 96  | 23.00%                            | 20.00%                              |
| 97  | 22.25%                            | 20.00%                              |
| 98  | 21.50%                            | 20.00%                              |
| 99  | 20.75%                            | 20.00%                              |



# Eligibility Classification Test

(All Plans) Reg. Section 410(b)

\_\_\_\_\_  
(Company Name)

Plan Year Ended \_\_\_\_\_

|   | Total<br>Employees | Highly<br>Compensated | Non-highly<br>Compensated |
|---|--------------------|-----------------------|---------------------------|
| 1. Total employees  | _____              | _____                 | _____                     |
| 2. Employees ineligible under the plan  | _____              | _____                 | _____                     |
| 3. Total eligible employees<br>(Subtract line 2 from line 1)  | _____ (A)          | _____                 | _____ (B)                 |
| 4. Total employees excluded from benefiting   | _____              | _____                 | _____                     |
| 5. Total employees eligible to benefit<br>(Subtract line 4 from line 3)   | _____              | _____                 | _____ (C)                 |
| 6. Concentration of non-highly compensated employees<br>(Divide Non-highly compensated (B) by Total Employees (A))  |                    |                       | _____ %                   |
| 7. Safe Harbor percentage   |                    |                       | _____ %                   |
| 8. Unsafe Harbor percentage   |                    |                       | _____ %                   |
| 9. Percentage of non-excluded, non-highly compensated employees<br>eligible to benefit under the plan. (Divide Non-highly Compensated<br>(C) by Non-highly Compensated (B)) |                    |                       | _____ %                   |

Conclusion:

If line 9 is less than line 7, then it fails the Nondiscriminatory Classification Test.

# IRC Section 125 — Cafeteria Plan

## Highly Compensated Employees (HCE) — IRC 125(e) (All Plans)

### This Form Just Helps You Identify and Document HCEs

\_\_\_\_\_  
(Company Name)

Plan Year Ended \_\_\_\_\_

This page simply helps you identify and list Highly Compensated Employees in your group.

List all employees who fit into one or more of the following categories. An employee may be classified as highly compensated on the basis of more than one category. When listing highly compensated employees, list each employee only once.

1. List all employees at any time during the **current plan year** with more than 5% ownership.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. List all employees who, during the **current plan year**, were officers.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. List all employees who are a spouse or dependent (within the meaning of IRC Section 152) of any individual listed in 1 or 2 above.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. List all employees who are highly compensated within the meaning of IRC Section 414(q) \$120,000 in 2017.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

# IRC Section 125 — Cafeteria Plan

## Key Employees — IRC 416(i)(1)(A) - (All Plans)

This Form Simply Helps You Identify and Document Key Employees

\_\_\_\_\_  
(Company Name)

Plan Year Ended \_\_\_\_\_

This page simply helps you identify and list all the key employees in your group.

List all employees who, at any time during the current plan year or for any of the 4 preceding plan years, fit into one or more of the following 4 categories. An employee may be classified as a key employee on the basis of more than one category. When listing key employees, list each employee only once.

1. Any officer with annual compensation more than \$175,000 (for 2017), as indexed:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. Employees with more than 5% ownership:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Employees with more than 1% ownership and annual compensation greater than \$150,000:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

# **Concentration Test**

## **IRC Section 125 — Cafeteria Plan**

25% Concentration IRC 125(b)(2) (All Plans)

\_\_\_\_\_  
(Company Name)

Plan Year Ended \_\_\_\_\_

Total nontaxable benefits paid to all participants who are  
key employees \_\_\_\_\_(A)

Total nontaxable benefits paid to all other participants \_\_\_\_\_

Total nontaxable benefits paid \_\_\_\_\_(B)

Percent of nontaxable benefits paid to participants who are  
key employees (A / B) \_\_\_\_\_(C)

Conclusion:

If (C) is greater than 25%, participants who are key employees will include in income any  
“nontaxable benefits” received for the plan year.

# IRC SECTION 105 (h)

## (Health FSA) Medical Expense Reimbursement Plans Percentage Test

A plan is not discriminatory as to eligibility if it satisfies one of the following percentage tests.

The medical expense reimbursement plan benefits:

A. 70% or more of all employees.

or

B. 80% or more of all the employees who are eligible to benefit under the plan if 70% or more of all employees are eligible to benefit under the plan.

1. Total employees \_\_\_\_\_
2. Total ineligible (employees that do not meet eligibility requirements) \_\_\_\_\_
3. Employees eligible under the plan  
(subtract (2) from (1)) \_\_\_\_\_
4. Employees excluded from benefiting (i.e., S Corp. owner,  
seasonal/temporary EEs, EEs that have waived participation) \_\_\_\_\_
5. Employees eligible to benefit (subtract (4) from (3)) \_\_\_\_\_
6. Number of employees participating in plan \_\_\_\_\_
7. Percent of eligible nonexcluded employees who participate  
(divide (6) by (3)). If  $\geq 70\%$  stop. Do not complete the  
remainder of this form. \_\_\_\_\_

Complete (8) only if (7) is less than 70% and complete (9) only if  
(8) is 70% or more:

8. Percent of nonexcluded employees who are eligible to  
participate (divide (5) by (3)) \_\_\_\_\_
9. Percent of eligible employees who are participating  
(divide (6) by (5)) \_\_\_\_\_

Conclusion:

If line (7) is  $\geq 70\%$ , the plan has satisfied requirement A above.

If line (8) is  $\geq 70\%$  **and** line (9) is 80% or more, the plan has satisfied requirement B above.

# IRC Section 129 — Dependent Care Assistance Plan

## 55% Average Benefits Test IRC 129(d)(8)

*(Applies to plan years beginning after December 31, 1989)*

\_\_\_\_\_  
(Company Name)

Plan Year Ended \_\_\_\_\_

A plan meets the requirements if the average benefits provided to employees who are not highly compensated employees under all plans of the employer is at least 55 percent of the average benefits provided to highly compensated employees under all plans of the employer.

### STEP 1

Nontaxable benefits paid to highly compensated employees \_\_\_\_\_ (A)

Number of highly compensated employees \_\_\_\_\_ (B)

Average benefits paid to highly compensated employees (A/B) \_\_\_\_\_ (C)

### STEP 2

Nontaxable benefits paid to nonhighly compensated employees \_\_\_\_\_ (D)

Number of nonhighly compensated employees \_\_\_\_\_ (E)

Average benefits paid to nonhighly compensated employees (D/E) \_\_\_\_\_ (F)

### STEP 3

Average benefits paid to highly compensated employees (A/B) \_\_\_\_\_ (C)

Ratio (currently 55%) X \_\_\_\_\_ 55%

Average benefit threshold\* for nonhighly compensated employee (C X 55%) \_\_\_\_\_ (G)

\* The threshold simply means the amount (55%) of HCE benefits that non-HCE must have for the Plan to be nondiscriminatory. Example:  
If the HCE average deduction is \$400 a month (\$400 X 55% = \$220) then the non-HCE average should be at least \$220 or 55% of HCE benefits to be nondiscriminatory.

Conclusion:

If (F) is less than (G), then all amounts paid to the highly compensated employees under IRC Section 129 are taxable.

NOTE: When applying this test, in the case of any benefits provided through a salary redirection agreement, the employer may disregard all employees whose compensation falls below any specified amount that is less than \$25,000, all employees who have not attained age 21 and completed 1 year of service, and employees covered by a collective bargaining agreement.

CAUTION: Some people have interpreted this test to include all eligible employees in the denominator. Others believe that only employees electing dependent care assistance are to be included in the denominator. The IRS has not issued any regulations regarding the exact method of computing the Average Benefits Test but seems to favor using all eligible employees.



**ITEM NO. 3M**

## MEMORANDUM

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Granicus Agenda Management Software Agreement

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**Background:** All Town Commission, Board and Committee meeting agendas are manually prepared by the Town Clerk's Office.

During agenda preparation, the Town Clerk's Office receives memorandums and supporting documents from each department in hard copy format. The Clerk has to then scan all documents into fileshare and assemble them one by one in order to create a packet. The item number has to be typed into each memorandum and page numbers added once the packet has been assembled. The packet then has to be bookmarked in order to facilitate the location of each item to the user. This process is completed manually and requires a considerable number of hours.

**Analysis:** Acquiring the agenda management software from Granicus will facilitate the agenda preparation and result in more efficient use of staff time. Department Directors will submit their documents electronically which can be reviewed and/or amended by the Town Manager and/or the Town Attorney. This process will be completed electronically in an expeditious manner. Once the documents have been approved by the Town Manager and/or the Town Attorney, the software will automatically create the agenda packet.

Currently, Tyler Systems is working on developing a new agenda management software but no expected date has been provided.

**Budget Impact:** The software is being offered free of charge as a trial for 60 days. If the Town is satisfied with the software and the service, the costs are estimated to be \$3,300 for the first year, \$3,531 for the second year and \$3,778.17 for the third year.

**Programming:** Granicus will assist the Town Clerk's Office in training all Department Directors in the use of the system. The plan is to also train the Elected Officials so that they can upload their agenda items, as well.

Commission Direction: The Town Clerk's Office requests approval of this resolution and if satisfied with the 60-day trial and services, authorize the Town Manager to enter into a three (3) year agreement with Granicus.

Reviewed by DT

Prepared by SN



**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING A SERVICE  
AGREEMENT WITH GRANICUS, LLC, FOR NOVUS  
AGENDA MANAGEMENT SOFTWARE; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Commission wishes to increase efficiencies in the Town’s administration by implementing an agenda management system; and

**WHEREAS**, Granicus, LLC (“Contractor”) is in the business of developing, licensing and offering for sale various streamlining media solutions known as “Novus Agenda” specializing in agenda management software (the “Software”); and

**WHEREAS**, Contractor has provided a proposal and Service Agreement (the “Agreement”) for the Software, attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that the Agreement and approval of this Resolution is in the best interest and welfare of the residents of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A.”

**Section 3.**     **Authorization.** That the Town Manager is hereby authorized to further negotiate and execute the Agreement attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

Moved By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

## **SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, 2019 (the "Effective Date"), is entered into between **GRANICUS, LLC.**, a Minnesota Limited Liability Corporation (hereinafter "Granicus"), and the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter "Client" or "Town").

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions known as "Novus Agenda" specializing in agenda management software, including an electronic solution designed to create, approve and track agenda and municipal meetings, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the NovusAgenda as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its NovusAgenda Software onto the Client Website, (iii) use the NovusAgenda Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the NovusAgenda Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

### **1. NOVUSAGENDA SOFTWARE AND MANAGED SERVICES**

1.1 **Software and Services.** Subject to the terms and conditions of this Agreement, Granicus will provide Client with the NorvusAgenda Software, and Managed Services that comprise the NorvusAgenda Solution as outlined in Exhibit A. "Managed Services" shall mean the services provided by Granicus to Client as detailed in Exhibit A. "Managed Services Fee" shall mean the annual cost of the Managed Services, as detailed in Exhibit A.

### **2. GRANT OF LICENSE**

2.1 **Ownership.** Granicus owns the copyright and/or certain proprietary information protectable by law in the NorvusAgenda Software.

2.2 **Use.** Granicus agrees to provide Client with an unlimited use revocable, non-transferable and non-exclusive license to access the NorvusAgenda Software listed in the Solution Description and a revocable, non-sub licensable, non-transferable and non-exclusive right to use the NorvusAgenda Software. All NorvusAgenda Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the NorvusAgenda Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the NovusAgenda Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective NovusAgenda Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective NovusAgenda Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the NovusAgenda Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the NovusAgenda Software in the capacity of a service bureau on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the NovusAgenda Software; (c) provide, disclose, or otherwise make available the NovusAgenda Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another meeting body outside its jurisdiction, to use the NovusAgenda Software, or copies thereof, except as expressly outlined in the Proposal.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 After 30 days of commencement and kick-off of the pilot program, Granicus will process and deliver an invoice to Client for the Software Pricing and Remote Training Fees, which will be due and payable by Client 30 days thereafter (or 60 days after commencement and kickoff of the program). Thereafter, Client will be billed annually for the annual Software Pricing. Client agrees to pay all invoices from Granicus pursuant to the Florida Prompt payment Act or no later than within thirty (30) days of receipt of invoice.

For NovusAgenda, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use.

3.3 Granicus, LLC. shall send all invoices to:

Town of Surfside  
Attention: Town Manager  
9293 Harding Avenue  
Surfside, Florida 33154

3.4 Upon renewal of this Agreement, Granicus will include a maximum increase of seven (7) percent a year on Client's Managed annual Fee.

3.5 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased remote training must be completed within sixty (60) days of the date of

the first date of training per service. Any purchased training not used during this sixty (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time.

3.6 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within forty-eight (48) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

#### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted. However, Granicus has the right to (but not the obligation), after advance written notice to Client with information as to the objection to the information, remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit C.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably

necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

## 6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, Software, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express fitness for a particular purpose.

Granicus does not warrant that access to or use of the Software will be uninterrupted or error free. In the event of any interruption, Granicus will use commercially reasonable and timely efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including, but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this Agreement during the six (6) months immediately preceding the date the Client notifies Granicus in writing of the claim for direct damages.

## 7. CONFIDENTIAL INFORMATION & OWNERSHIP

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees

not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

## 8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for three (3) years after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the NovusAgenda Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

## 9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Software as provided in this Agreement; (ii) replace the Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund all annual managed service fees paid by Client under the current agreement applicable to the period after the time Granicus ceases to provide the applicable software services or requires the Client to cease use of and destroy the Granicus Software.

## 10. INTERLOCAL AGREEMENT

10.1 This contract may be extended for use by other municipalities, school districts and governmental agencies. Any such usage by other entities must be in accordance with the Town Code, Charter, and/or procurement rules and regulations of the respective government entity.

## 9. INSURANCE

9.1 Granicus shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers including the Town as additional insured. Any insurance maintained by the Town shall be in excess of Granicus's insurance and shall not contribute to Granicus's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 9 and may be increased by the Town as it deems necessary or prudent.

9.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Granicus.



The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of Granicus shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.4 Business Automobile Liability with minimum limits of \$500,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Hired and Non-Owned Vehicles.

9.5 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.6 Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Granicus shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.7 Additional Insured. Except with respect to Professional Liability Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of Granicus in performance of this Agreement. Granicus' insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Granicus' insurance. Granicus' insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.8 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Granicus shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.9 The provisions of this section shall survive termination of this Agreement.

10. NO DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

10.1 Granicus agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

10.2 Granicus will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance. Granicus will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Granicus agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

10.3 Granicus agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

11. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. INDEMNIFICATION

12.1 Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses

(collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law."

12.2 The provisions of this section shall survive termination of this Agreement.

### 13. NOTICES/AUTHORIZED REPRESENTATIVES

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:           Town Manager  
                                  Town of Surfside  
                                  9293 Harding Avenue  
                                  Surfside, Florida 33154

With a copy to:        Town Attorney  
                                  Weiss Serota Helfman Cole & Bierman, P.L.  
                                  2525 Ponce de Leon Blvd., Suite 700  
                                  Coral Gables, Florida 33134

For Granicus: Contracts  
408 St. Peter Street, Suite 600  
St. Paul, MN 55102

14. GOVERNING LAW

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Granicus represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Granicus have been duly authorized, and this Agreement is binding on Granicus and enforceable against Granicus in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. OWNERSHIP AND ACCESS TO RECORDS; PUBLIC RECORDS

16.1 Granicus acknowledges and agrees that all data, information and materials prepared by Granicus and accepted and paid for by Town for use in brand, marketing or advertising programs, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Granicus during the term of this Agreement (“Work Product”) belong to the Town. Granicus shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 All records, books, documents, data, deliverables, papers and financial information (the “Records”) that result from Granicus providing the Services to the Town under this Agreement shall be the property of the Town.

16.3 Granicus agrees to keep and maintain public records in Granicus’s possession or control in connection with Granicus’s performance under this Agreement. Granicus additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Granicus shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for

the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

16.4 Upon request from the Town custodian of public records, Granicus shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.5 Unless otherwise provided by law, any and all records, including but not limited to reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

16.6 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Granicus shall be delivered by Granicus to the Town Manager and/or his designee, at no cost to the Town, within seven (7) days. All such records stored electronically by Granicus shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Granicus shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.7 Any compensation due to Granicus shall be withheld until all records are received as provided herein.

16.8 Granicus's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**IF GRANICUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANICUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

|                              |   |
|------------------------------|---|
| <b>Custodian of Records:</b> | <b>SANDRA NOVOA<br/>TOWN CLERK</b>  |
| <b>Mailing address:</b>      | <b>9293 Harding Avenue<br/>Surfside, Florida 33154</b>                                |
| <b>Telephone number:</b>     | <b>(305) 861-4863 Ext. 226</b>  |
| <b>Email:</b>                | <b><a href="mailto:snovoa@townofsurfside.fl.gov">snovoa@townofsurfside.fl.gov</a></b> |

17. **NON-ASSIGNABILITY AND NON-EXCLUSIVITY**

17.1 This Agreement shall not be assignable by Granicus unless such assignment is first approved by the Town Manager and/or his designee. The Town is relying upon the apparent qualifications and expertise of Granicus, and such firm's familiarity with the Town's area, circumstances and desires.

17.2 Granicus hereby acknowledges that this Agreement is non-exclusive as to the Services being provided. The Town reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide the Services. So as to maximize the benefit to the Town, the Town Manager and/or his designee may coordinate representation efforts by one or multiple firms to provide the Services.

## 18. SEVERABILITY

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

## 19. INDEPENDENT CONTRACTOR

19.1 Granicus and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

## 20. COMPLIANCE WITH LAWS

20.1 Granicus shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement.

## 21. WAIVER

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

## 22. SURVIVAL OF PROVISIONS

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. PROHIBITION OF CONTINGENCY FEES

23.1 Granicus warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Granicus, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Granicus, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. PUBLIC ENTITY CRIMES AFFIDAVIT

24.1 Granicus shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. COUNTERPARTS

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. MOST FAVORED NATION

26.1 Granicus agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Town may provide Granicus with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in this Agreement, and requesting to negotiate an amendment to this Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to this Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement without penalty or early termination fee, pursuant to Section 8 of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

## 11. MISCELLANEOUS

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Florida shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles. Venue for any litigation shall be in Miami-Dade County, Florida.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.



This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Proposal  
Exhibit B: Support Services  
Exhibit C: Trademark Information

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, LLC, a Minnesota Limited  
Liability Company

By: \_\_\_\_\_

Name: Dawn Kubat

Title: Vice President of Legal

Date Executed: \_\_\_\_\_

Address

408 St. Peter Street, Suite 600  
St. Paul, MN 55102

TOWN:

TOWN OF SURFSIDE, a Florida municipal  
corporation

By: \_\_\_\_\_  
Guillermo Olmedillo, Town Manager

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Town Attorney

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Proposal  
Exhibit B: Support Services  
Exhibit C: Trademark Information

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

#### EXHIBIT A PROPOSAL

[The remainder of this page is left blank intentionally.]

## **EXHIBIT “B”**

### **SUPPORT SERVICES**

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 408 St. Peter Street, Suite 600, St. Paul, MN 55102.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 10:00 PM Eastern time at 1-800-314-0147.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at [support@granicus.com](mailto:support@granicus.com).

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus to notify them of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

4.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and- materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

4.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

## **EXHIBIT “C”**

### **TRADEMARK INFORMATION**

Granicus Registered Trademarks ®

@GRANICUS

Granicus logo as a mark

Granicus®

MediaVault® Mobile Encoder® Outcast Encoder® StreamReplicator®

Granicus Trademark Names™ Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™ MediaCenter™ MediaManager™ MeetingMember™ MeetingServer™

Simulcast Encoder,... VoteCast™ VoteCast™ Classic VoteCast, Touch

Client Trademarks



## Exhibit A

### Granicus Pilot Proposal for Surfside, FL

The subscription start date will begin on the date of the first Kickoff call and will continue for 36 months. During the pilot period Surfside, FL will have the opportunity to evaluate the included Granicus Solutions (Solutions) and professional staff. After 60 days of experiencing the Solutions, an invoice will be processed for Surfside, FL.

If Surfside, FL chooses not to proceed with the Solutions, Surfside, FL must notify Granicus in writing of its intention not to proceed before the expiration of the 60-day pilot period.

Solutions may not be fully deployed within 60 days, but once the Kickoff call is complete, Granicus will move quickly to get tasks done, to allow Surfside, FL sufficient time for evaluation of the Solutions. It is vital that Surfside, FL respond quickly to requests for information, so Granicus can keep the project on time. The pilot does not allow for extensions or delays imposed by the Surfside, FL team.

#### Granicus Contact

**Name:** Bill Marshall

**Phone:** (202) 559-3037

**Email:** bill.marshall@granicus.com

#### Proposal Details

**Quote Number:** Q-65137

**Prepared On:** 8/8/2019

**Valid Through:** 9/20/2019

#### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

#### One-Time Fees

| Solution  | Billing Frequency | Quantity/Unit | One-Time Fee |
|---|-------------------|---------------|--------------|
| Peak Agenda Management Standard Agenda Report     | Upon Delivery     | 1 Each        | \$0.00       |
| Peak Agenda Management Standard Minutes Report    | Up Front          | 1 Each        | \$0.00       |
| Peak Agenda Management Standard Cover Page Report | Upon Delivery     | 1 Each        | \$0.00       |
| SUBTOTAL:   |                   |               | \$0.00       |



| One-Time Fees                  |                   |               |              |
|--------------------------------|-------------------|---------------|--------------|
| Solution                       | Billing Frequency | Quantity/Unit | One-Time Fee |
| Peak - Online Training         | Upon Delivery     | 8 Hours       | \$0.00       |
| Peak - Setup and Configuration | Up Front          | 1 Hours       | \$0.00       |
| SUBTOTAL:                      |                   |               | \$0.00       |

| Annual Fees for New Subscriptions |                   |               |            |
|-----------------------------------|-------------------|---------------|------------|
| Solution                          | Billing Frequency | Quantity/Unit | Annual Fee |
| Peak Agenda Management            | Annual            | 1 Each        | \$3,300.00 |
| SUBTOTAL:                         |                   |               | \$3,300.00 |

| Remaining Period(s)    |            |            |
|------------------------|------------|------------|
| Solution(s)            | Year 2     | Year 3     |
| Peak Agenda Management | \$3,531.00 | \$3,778.17 |
| SUBTOTAL:              | \$3,531.00 | \$3,778.17 |

| Product Descriptions                                     |   |
|--|---|
| Name   | Description   |
| <b>Peak Agenda Management</b>                            | <p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to one Granicus platform site</li> <li>• Access to one Peak Agenda Management site</li> <li>• Design services for one public view page portal</li> <li>• Design services for one Agenda report template</li> <li>• Design services for one Cover Page report template</li> </ul> |
| <b>Peak Agenda Management Standard Agenda Report</b>     | Professional service for designing an additional Peak agenda report.  |
| <b>Peak Agenda Management Standard Minutes Report</b>    | Professional service for designing an additional Peak minutes report.   |
| <b>Peak Agenda Management Standard Cover Page Report</b> | Professional service for designing an additional Peak cover page report.  |
| <b>Peak - Online Training</b>                            | Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.  |
| <b>Peak - Setup and Configuration</b>                    | Setup and configuration of Peak Agenda  |

#### Terms and Conditions

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Surfside, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-65137 dated 8/8/2019 are incorporated into this Purchase Order by reference.

#### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

#### Billing Information

Name:

Phone:

Email:

Address:

#### Surfside, FL

Signature:

Name:

Title:

Date:



# Peak Agenda Management

## Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.



Paperless agenda review and collaboration



Access via web browser



Configurable agenda templates



Customizable approval workflows



Track agenda progress on dashboard and calendar



Publish to PDF



## TOWN OF SURFSIDE, FLORIDA TERMINATION OF STATE OF EMERGENCY HURRICANE DORIAN

Pursuant to Article VIII, Chapter 2 (Sections 2-261–2-270) Emergency Management Procedures, of the Code of the Town of Surfside, Florida, a State of Emergency was declared on August 30, 2019 within the jurisdiction of the Town of Surfside, Florida ("Town") due to Hurricane Dorian. An emergency was declared to exist as a result of the threat of Hurricane Dorian which was anticipated to result in substantial injury or harm to Town residents and population or substantial damage to or loss of property. By Executive Order 19-190, Florida Governor Ron DeSantis had declared a state of emergency for all 67 counties within the State of Florida in response to the approaching and imminent threat of Hurricane Dorian. Miami-Dade County issued a Declaration of Local State of Emergency on August 30, 2019 for all of Miami-Dade County, Florida signed by Mayor Carlos Gimenez.

Whereas the undersigned do hereby certify that the danger posed to Town residents and property by Hurricane Dorian has abated and the conditions warranting a state of emergency as it relates to Hurricane Dorian have now ceased to exist.

Therefore, the State of Emergency for the Town of Surfside, Florida, declared August 30, 2019, is hereby TERMINATED effective September 3, 2019 at 11:59 p.m. (EST).

ISSUED THIS 3<sup>rd</sup> DAY OF SEPTEMBER, 2019, IN SURFSIDE, MIAMI-DADE COUNTY, FLORIDA.

By: \_\_\_\_\_

Daniel Dietch, Mayor

By: \_\_\_\_\_

Guillermo Olmedillo, Town Manager

ATTEST \_\_\_\_\_

Sandra Novoa, MMC, Town Clerk

cc: Town Commission  
Town Clerk  
Town Attorney  
Assistant Town Manager  
Police Chief  
Department Heads

**RESOLUTION NO. 19-\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONFIRMING THE TERMINATION OF THE STATE OF EMERGENCY DECLARED FOR THE TOWN OF SURFSIDE, FLORIDA RELATED TO HURRICANE DORIAN; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on August 28, 2019, by Executive Order 19-190, Florida Governor Ron DeSantis declared a state of emergency for all 67 counties within the State of Florida in response to the approaching and imminent threat of Hurricane Dorian; and

**WHEREAS**, on August 30, 2019, Miami-Dade County issued a Declaration of Local State of Emergency for all of Miami-Dade County, Florida signed by Mayor Carlos Gimenez; and

**WHEREAS**, Pursuant to Article VIII, Chapter 2 (Sections 2-261–2-270) Emergency Management Procedures, of the Code of the Town of Surfside, Florida, the Mayor declared a State of Emergency within the Town on August 30, 2019 as a result of the imminent and severe threat which required immediate and expeditious action as a result of the threat of Hurricane Dorian which was anticipated to potentially result in substantial injury or harm to Town residents or substantial damage to or loss of property; and

**WHEREAS**, On September 3, 2019, the Mayor and Town Manager found and certified that the danger posed to Town residents and property by Hurricane Dorian had abated and the conditions warranting the state of emergency as it related to Hurricane Dorian had ceased to exist; and

**WHEREAS**, pursuant to Sec. 2-263, “Termination of a State of Emergency”, of the Town Code, upon such certification, the Mayor and Town Manager terminated the state of emergency within the Town on September 3, 2019, effective at 11:59 p.m. (EST); and

**WHEREAS**, the Town Code requires that the termination of the state of emergency be confirmed by resolution of the Town Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Termination of State of Emergency.** The termination of the State of Emergency for the Town of Surfside, Florida for Hurricane Dorian, declared August 30, 2019, and terminated effective September 3, 2019 at 11:59 p.m (EST), is hereby confirmed.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September 2019.

Motion by \_\_\_\_\_ .  
Second by \_\_\_\_\_ .

\_\_\_\_\_  
DANIEL DIETCH, MAYOR

ATTEST:

\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

\_\_\_\_\_  
Town Attorney

FINAL VOTE ON ADOPTION:

|                               |       |
|-------------------------------|-------|
| Mayor Daniel Dietch           | _____ |
| Vice-Mayor Daniel Gielchinsky | _____ |
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |





# MEMORANDUM

ITEM NO. 4A1

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Lillian M. Arango, Town Attorney

**Date:** August 13, 2019 / September 10, 2019

**Subject:** Repealing Section 2-28, "Reimbursement of Travel and Other Expenses" of the Town Code

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## Background

On March 8, 2005, the Town Commission adopted Resolution No.1690 adopting a per diem and travel expense policy for Town officers and employees. The policy provided that the Town would pay the U.S. General Services Administration's adopted per diem rates and the IRS adopted mileage reimbursement rates in effect each year.

On September 8, 2009, the Town Commission adopted Ordinance No. 1535 creating Section 2-28, "Reimbursement of Travel and Other Expenses" to provide guidelines and regulations of travel and other expenses related to Town business for elected or appointed officials of the Town. This ordinance was further amended on October 13, 2009 by Ordinance No. 1540. Among other things, the effect of these two Ordinances was the repeal of Resolution No. 1690. See Ordinance No. 1540, Section 4 (providing that "[a]ny and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.").

## Analysis

The Town wishes to adopt an updated, comprehensive Travel, Transportation and Meal Policy for Town officials and employees, which provides specific guidance to officials and employees, as well as the Town Manager and Department Directors, regarding the policies and procedures to be used when seeking payment or reimbursement by the Town for travel, transportation and meals incurred during official Town business or duties.

Towards that end, a new Travel, Transportation and Meal Policy (the "Policy") has been drafted. The Policy will be on the September 10, 2019 Commission agenda for adoption by Resolution of the Town Commission. A draft of the proposed Policy is attached for the Commission's information in advance of the September meeting.

Attached is an Ordinance repealing Section 2-28 of the Town Code. If the Ordinance is approved on first reading, the Town Commission will consider the Ordinance on second reading on September 10, 2019. Assuming the Ordinance is adopted on second reading, on September 10, 2019, the Commission will also be presented with a Resolution to adopt the Policy.

Budget Impact

The budget impact is unknown at this time.

Programming

Upon adoption of the Ordinance on second reading, the Town Commission will consider a Resolution to adopt the Policy, which will be implemented immediately upon adoption.

Commission Direction

Town staff recommends that the Town Commission adopt the attached Ordinance repealing Section 2-28 of the Town Code on first reading.

Reviewed by: LMA

Prepared by: HSS

Town of Surfside  
Travel, Transportation, and Meal Policy

**1-1. POLICY.**

It is the policy of the Town of Surfside to pay for all reasonable and necessary expenses associated with travel, transportation, and meals resulting from an employee's, elected official's, or other Town Manager authorized person's attendance at any meeting, seminar, conference, or convention which has been properly approved as having a demonstrated public purpose, benefit to the Town or in the course of official Town business. Excepted from this policy are expenses deemed necessary by the Police Chief for undercover police work. The Town Manager may make reasonable exceptions to this Policy when it is deemed in the Town's best interests to do so.

**1-2. SCOPE.**

This operating procedure applies to all employees of the Town of Surfside (Town) as well as all elected and appointed officials or other Town Manager authorized person.

**1-3. PROCEDURE.**

A. Types of Authorized Travel.

1. Class A Travel - Continuous travel of twenty-four (24) hours or more away from Town Hall. The travel day for Class A travel shall be a calendar day (midnight to midnight). Class A travel shall include any assignments on official business outside of the routine regular office hours of the employee or official and away from the regular place of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved as provided within this Policy.
2. Class B Travel - Continuous travel of less than twenty-four (24) hours which involves overnight absences from Town Hall. The travel day for Class B travel shall begin at the same time as the travel period and shall include any assignments on official business outside of the routine regular office hours of the employee or official. Class B travel shall include any assignments on official business outside of the regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved as provided within this policy.
3. Class C Travel - Travel for short or day trips where the traveler is not away from the Town Hall overnight. Class C travel may receive allowance for meals as provided in this policy.

B. Travel Authorization.

1. Travel will be authorized for official Town of Surfside business purposes only.
2. All travel subject to reimbursement must be approved **in advance** by the Department Director of the department to which the travel is to be charged and the Town Manager or designee.
3. Authorization for Class A and B travel for Department Directors must be approved by the Town Manager or designee in advance.
4. Class A and Class B travel overnight within the State of Florida will not normally be authorized for locations less than sixty (60) miles (based on the State of Florida Official Highway Mileage map, Google Maps, or similar system) from Town Hall. Under special circumstances (e.g., events/activities after 5 p.m., required preparation work after 5 p.m.) when through reasonable travel employees cannot return to Town Hall or their home by 7:00 p.m., or other similar extenuating circumstances, Department Directors may request overnight travel by advance written authorization through the Town Manager or designee. The request must be made on the "Town of Surfside Request for Travel and Final Cost of Travel Form" found in Appendix A of this Policy. The request must include the name of employee to travel (one form is to be used for each employee), purpose of the travel, period of travel, costs of travel, necessity of travel, distance from Town Hall, and the reason the employee needs to stay overnight.

C. Reimbursement of Travel Expenses.

1. Reimbursement of travel expenses will be made in accordance with all Town of Surfside policies, Florida Statutes, and the Internal Revenue Code of the United States of America. Travel expenses of travelers will be limited to those expenses necessarily incurred by them in the performance of the authorized public purpose or official Town business. Reimbursement of travel expenses must be requested on the "Town of Surfside Request for Travel and Final Cost of Travel Form" (Appendix A).

D. Seminars and Conferences.

1. Seminars, conferences and other events must be authorized by the Department Director (or Town Manager, where appropriate). Seminars and conferences to be attended must be directly related to the training and development of the employee, public official or for the Town's benefit.

The Mayor and Town Commissioners shall be reimbursed for their attendance at the following conferences or events which shall be pre-approved:

- National League of Cities Conference;
- Florida League of Cities Conference;
- Annual Dade Days;
- Miami-Dade League of Cities Meetings (Mayor and Town Commission Designee);
- Annual National Association of Latino Elected and Appointed Officials (NALEO) Conference; and
- Tallahassee, State of Florida's capital, for lobbying on behalf of the Town.

All other conferences or seminars require approval of the Town Commission. Further, all

conferences or seminars where more than three (3) members desire to attend require Commission approval.

2. Expenditures for seminar and conference registration fees may be made by a Town of Surfside purchasing card or may be requested through the Finance Department in advance and after proper authorization. Payment of required expenses must be made payable directly to the vendor. Per Diem amounts will be paid directly to the employee.
3. The Town of Surfside recognizes that there are times when seminar and conference fees cannot be paid in advance. When fees are paid at registration by the employee, expenditures can be reimbursed with proper approval. An explanation of why fees could not be or were not paid in advance must accompany the request for reimbursement.

E. Lodging.

1. Expenditures for accommodations/lodging may be made by a Town purchasing card or may be requested through the Finance Department in advance, after proper authorization. Payment of required expenses will be made payable directly to the vendor.
2. Accommodations/lodging will be paid at lowest rate possible and must be substantiated by paid bills. The actual receipt or bill must be filed with the Finance Department. Employees may choose to upgrade their lodging from basic occupancy, but must pay for upgrades themselves. Employees will not be required to share rooms.
3. When seminars or conferences provide a variety of lodging that can be used, employees should first choose the lodging at or closest to the event. This Policy recognizes the qualitative value of staying close to the source of the event and its participants. If lodging isn't available at the same location as the event, lodging will be booked at the most economical hotel nearest the event. Any deviation will require prior approval by the Town Manager. Employees may choose to upgrade their lodging to more expensive accommodation, but must pay for upgrades themselves.
4. The Town is generally exempt from taxes and the employee should request a copy of the Town's tax exempt certificate from the Finance Department before departure. Taxes which are charged to the employee because they do not present a copy of the Town's tax exempt certificate will not be reimbursed. **Exception:** When an employee travels outside the State of Florida, taxes charged may be reimbursable. To be exempt from taxes, the payment must be by a Town-issued purchasing card or check, accompanied by the Town's tax exemption certificate.

F. Meals

1. Meals and tips for other than local travel are limited to a per diem payment equivalent to the prevailing per diem established by the Internal Revenue Code Continental U.S. (CONUS) rate, (website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals and incidental expenses, (which may be reduced proportionately for partial days or meals otherwise provided during the travel.) The per diem amount is inclusive of all meals, drinks, tips, and any other miscellaneous daily expenses that will be incurred by the traveler. Employees are not required to submit meal receipts when being reimbursed on a per diem basis.

2. Per diem will be reduced by one-third each if the employee begins travel status after 8:00 a.m. and/or ends travel before 7:00 p.m. Additionally, all meals otherwise provided for, excluding “continental” breakfasts, will reduce per diem payments by one-third. The Town recognizes that “continental” breakfasts are generally snacks items occasionally provided during events.
3. No allowance will be made for meals when travel is confined to the Town of Surfside, or immediate vicinity (a 60-mile radius from Town Hall) except when specifically authorized by the Town Manager upon finding that the meal facilitates Town business. Meals reimbursed under this Policy must be accompanied by the itemized receipt (which identifies each item purchased and the record of payment, whether by cash or credit card) and a Meal Reimbursement Form (Exhibit B).
4. This Policy prohibits reimbursement for meals that are included or provided at a convention, conference, or seminar registration, where the fees have been paid by the Town of Surfside or any other organization.
5. This Policy prohibits reimbursement for any meal that is included or provided in the fees or expenses for transportation paid by the Town of Surfside or any other organization, (e.g., airline meals, meals on trains, etc.).
6. This Policy prohibits use of a Town purchasing card to purchase meals where travel money, that has included per diem advances, has been made.

G. Transportation.

1. All travel must be by the most economical route. When determining transportation, employees or officials will not be unduly inconvenienced to reduce costs. Employees must choose the basic coach fare, but may pay for upgrades themselves.
2. When planning travel, the Department Director should designate the most economical method of travel as noted above. The following considerations should be given for all trips or travel:
  - a. The nature of the official business.
  - b. The most efficient and economical means of travel (considering time of the traveler, cost of the transportation, and per diem or subsistence required).
  - c. The number of persons making the trip and the amount of equipment or material to be transported.
3. Commercial vehicle or carrier for travel must be made or approved in advance and payment made payable to the vendor.
4. When traveling by vehicle, publicly-owned vehicles should be used in lieu of the use of a privately-owned vehicle whenever possible. When travel is authorized for a privately-owned vehicle, the employee will be entitled to a mileage allowance which will be made at the amounts and limits set by the Internal Revenue Code of the United States of

America. The mileage rate is set by the IRS each January 1<sup>st</sup>. The 2019 rate is \$0.58 per allowed mile. All expenses (including repairs, maintenance, etc.) pertaining to the usage of a privately-owned vehicle, other than tolls and parking, are included in the mileage reimbursement rate. Employees who are provided a car allowance or similar stipend will not be reimbursed for travel within 60 miles of Town Hall. Travel exceeding this distance will be eligible for mileage rate reimbursement.

5. Vehicles may be rented for remote or emergency travel, subject to the following:
  - a. The location of the meeting, seminar, conference, or convention is different than that of the lodging accommodations; or
  - b. The rental of the automobile is less expensive than other forms of transportation to or from the lodging or meeting.
  - c. Mileage will be reimbursable from the Town Hall to the point of destination unless the point of origin is closer. Mileage will be determined using any commonly available mapping tool, but the Finance Department retains the authority to determine the appropriate distance for reimbursement purposes.
  - d. Whenever possible, carpooling should be utilized to minimize the cost of travel. When more than one Town of Surfside employee is traveling to a conference, meeting, or any official business, transportation should be shared and the Town's cost minimized.

H. Parking and Tolls.

Payments will be allowed for parking and tolls provided that the costs are documented and reasonable. Parking at departing airports will be reimbursed only to the extent of the cost of taxi fare from the Surfside Town Hall to the Airport and back to Surfside Town Hall. Transfers from the airport to the destination hotel may be advanced if properly documented.

I. Insurance.

No insurance will be allowed as a reimbursable travel or transportation expense. Employees or officers who choose to use their personal vehicle must carry adequate insurance coverages. The Town will also maintain hired and non-owned automobile coverages for employees driving vehicles while performing Town-related activities. Persons driving any car while conducting Town business should carry with them the Town's insurance card.

- a. Other Expenses
  - i. Incidental travel expenses may be reimbursed, with proper receipts and documentation. These include, but are not limited to
    1. Taxi fare;
    2. Ferry fares; and bridge, road, and tunnel tolls;
    3. Storage or parking fees;

4. Official Town of Surfside business communication, e.g. telephone or fax expenses;
5. Convention/conference fees for attending events that are not included in the basic registration fee that directly enhance the public purpose and official Town of Surfside business of the attendee (e.g. additional educational classes/sessions, conference meals.) It will be the responsibility of the attendee to substantiate that the charges were proper and necessary.
6. The Town will reimburse airline fees for one (1) checked bag only for Town business travel occurring for a week or less. For Town business travel occurring for more than seven (7) days, the Town will reimburse fees for two (2) checked bags. The Town will reimburse the cost of bags needed to transport official Town business materials, (e.g., exhibitor materials). Reimbursement for the bag(s) is limited to the airline's standard checked baggage fee and the Town will not pay additional fees for oversize or overweight bags, except if assessed on any of the actual Town owned materials (e.g., exhibitor materials).

ii. Expenses that are not reimbursable include, but are not limited to:

1. Tips, Bellhop assistance (tips are included in the per diem payment amounts).
2. Movie rentals in hotel/motel rooms.
3. Parking tickets or traffic fines.
4. Communication/telephone charges that are not official Town of Surfside business.
5. Alcohol.

J. Compensable Travel Time. Travel time will be considered as compensable hours worked for non-exempt employees as outlined in the Town's personnel policies.



## EXHIBIT A

## Town Of Surfside Request For Travel And Final Cost Of Travel Form

|  |   |  |                        |                        |  |
|--|---|--|------------------------|------------------------|--|
| PLEASE ATTACH ALL TRAVEL DOCUMENTATION AND RECEIPTS (EXCEPT MEALS)   |   |  |                        |                        |  |
| <b>Calculation of Costs:</b>   |   | <b>Procurement Card</b>                                  | <b>Payee Name</b>      | <b>Advance Request</b> | <b>Final Cost</b>                              |
| <b>Registration Fees :</b>   |   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                        | \$0.00                 | \$0.00   |
| # of meals included:   |   |  |                        |                        |  |
| Early Registration Date for Discount   |   |  |                        |                        |  |
| <b>Transportation:</b>   |   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                        | \$0.00                 | \$0.00   |
| Auto Rental  | <input type="checkbox"/> Airfare <input type="checkbox"/>   |  |                        |                        |  |
| Personal Auto  | <input type="checkbox"/> Town Auto <input type="checkbox"/> |  |                        |                        | REIMBURSED ON FINAL COST OF TRAVEL. SEE BELOW. |
| <b>Per Diem:</b>   |   |  |                        | \$0.00                 | \$0.00   |
| # of meals x \$ per day  |   |  |                        |                        |  |
| <b>Lodging:</b>  |   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                        | \$0.00                 | \$0.00   |
| # days x \$ per day  |   |  |                        |                        |  |
| <b>Subtotal of Expenses:</b>   |   |  |                        | \$0.00                 | \$0.00   |
| <b>Total Paid by Purchasing Card</b>   |   |  |                        | \$0.00                 | \$0.00   |
| <b>Total Paid by Checks</b>  |   |  |                        | \$0.00                 | \$0.00   |
| <b>Total Reimbursable Expense:</b>   |   |  |                        | <b>\$0.00</b>          | <b>\$0.00</b>                                  |
| Other Charges Incurred During Travel:  |   |  |                        |                        |  |
| 1. Tolls   |   | Attach Toll Receipt                                      |                        | \$0.00                 |  |
| 2. Parking   |   | Attach Parking Receipt                                   |                        | \$0.00                 |  |
| 3. Taxi or Limousine Service   |   | Attach Receipt   |                        | \$0.00                 |  |
| 4. Personal Auto (mileage x \$0.58 per mile)   |   | Attach Mileage Information                               |                        | \$0.00                 |  |
| 5. Town Auto (Fuel Only)   |   | Attach Receipt   |                        | \$0.00                 |  |
| <b>Grand Total Reimbursable Expense:</b>   |   |  |                        | <b>\$0.00</b>          |  |
| <b>* Please Indicate Organization Name receiving payment if paid by procurement card. When requesting a check, state payee name and vendor number (verify address attached to vendor # is correct)</b> |   |  |                        |                        |  |
|  |   |  | <b>Advance Request</b> | <b>Final Cost</b>      |  |
| Employee's Signature _____   |   |  | Date _____             | Date _____             |  |
| Department Director _____  |   |  | Date _____             | Date _____             |  |
| Purchasing _____   |   |  | Date _____             | Date _____             |  |
| Town Manager _____   |   |  | Date _____             | Date _____             |  |
| Finance Approval (checks payable to Employee Sent to Dept) _____   |   |  | Date _____             |                        |  |

**EXHIBIT B**

Town of Surfside Meal Reimbursement Form  
Required For Meals Not Paid From Per Diem Amounts

**Business-Related Meal Reimbursement Form**

**Name of Employee Paying:**

**Name of Restaurant:**

**Date of Meal:**

**Names of People At Meal:**

**Business Purpose Advanced At Meal:**

This form must accompany the charge receipt and the detail bill which itemizes each item of the meal. Alcoholic beverages cannot be reimbursed if they will ultimately be paid from Federal or State funds. Failure to provide this form with the required documentation will result in the cost of the entire meal being added to your gross income. You will be responsible for the income tax, the employer's share of payroll taxes, as well as your share of payroll

Employee Signature: \_\_\_\_\_

Department Head Signature (if different) \_\_\_\_\_

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION" OF THE TOWN'S CODE OF ORDINANCES BY REPEALING SECTION 2-28, "REIMBURSEMENT OF TRAVEL AND OTHER EXPENSES"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Chapter 2 of the Town of Surfside ("Town") Code of Ordinances ("Code") pertains to administrative matters and Section 2-28, "Reimbursement of Travel and Other Expenses" provides regulations for reimbursement of travel and other expenses; and

**WHEREAS**, the Town Commission finds that the policies contained in Section 2-28 of the Town Code should be set forth in a travel and reimbursement policy to be adopted by resolution; and

**WHEREAS**, establishing the Town's travel and reimbursement policy by resolution affords the Town the ability to adjust the policy expeditiously; and

**WHEREAS**, the Town is in the process of establishing a new travel and reimbursement policy that conforms to state and federal laws, which policy will be considered for adoption by the Town Commission subsequent to adoption of this ordinance; and

**WHEREAS**, the Town Commission wishes to amend Chapter 2 of the Town's Code by repealing Section 2-28, "Reimbursement of Travel and Other Expenses"; and

**WHEREAS**, the Town Commission finds that this Ordinance is in the best interest of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:**<sup>1</sup>

**Section 1.** **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.** **Town Code Amended.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended by repealing Section 2-28, "Reimbursement of Travel and Other Expenses" in its entirety as follows:

Chapter 2 – Administration

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.

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## Article II. – Town Commission

\*\*\*

### **Section 2-28. Reimbursement of travel and other expenses.**

(a) ~~*Purpose.* This purpose of this section is to establish guidelines for the reimbursement of travel, subsistence, and related expenses incurred in the performance of town business. To qualify for reimbursement, such expenses must be reasonable and prudent under the circumstances, directly related to the conduct of town business and evidenced by proper receipts. Unnecessary or excessive expenditures shall not be approved, advanced, or reimbursed by the town manager. This section pertains to all travel, all travel-related and other expenses incurred in the course of conducting town business.~~

(b) ~~*Guidelines for the reimbursement of expenses.* Upon approval of a proper reimbursement request either under the terms of this section or pursuant to administrative guidelines that establish per diem allowances as promulgated by the town manager, the town will reimburse all travel-related expenses such as commercial transportation, lodging, meals, tips, registrations, parking fees, communications charges, as well as other business-related expenses at actual cost.~~

(1) ~~*Transportation expenses.* Reimbursement of transportation-related expenses will be based upon the least expensive mode of transportation available, unless a more expensive mode is necessary due to business-related requirements. In determining the least expensive mode, commercial bus service will be excluded. Reimbursement for mileage will be according to the maximum rate established under Florida law if personal vehicles are used for business travel.~~

(2) ~~*Lodging.* Reimbursement of lodging expenses will be based on what is a normal and reasonable cost for the area. Proximity to the conference, seminar, or meeting will also be taken into account. If an extra room is required because a family member or personal guest has accompanied an elected or appointed official, the town will reimburse only the cost of a single room. The town will reimburse any business-related communications costs (telephone, fax, modem, etc.). The town will not reimburse the cost of any in-room movie or personal communications costs.~~

(3) ~~*Meals.* The town shall reimburse meals at actual cost. Total meal cost includes food, nonalcoholic beverages, taxes, and tips. Reimbursement of tips will be limited to 20 percent of the total meal cost. The town will not reimburse the cost of any alcoholic beverages. Reimbursement of meal expenses will be based on what is reasonable cost for the area. The town will not reimburse meal costs to the extent they are lavish or extravagant. Alternatively, the town manager may establish a per diem allowance.~~

(4) ~~*Advance for anticipated travel or other expenses.* Elected or appointed town officials are eligible to receive advance payment up to the total amount of travel-related expenses estimated prior to business travel or the anticipation of another expenditure related to the conduct of town business. To receive such an advance, elected or appointed officials must submit the request to the town manager within a reasonable time prior to the time the anticipated expense will occur. Within ten business days following the travel or other~~

76 expenditure, the town official shall account for the advance by submitting a completed  
77 reimbursement form along with all receipts as more particularly described in subsection  
78 (5) herein below. To the extent any advanced funds are left unaccounted for under the  
79 terms of this section within the time frame set forth in this subsection (4), those funds  
80 shall be returned to the town manager.

81 ~~(5) — Procedure for reimbursement of travel related and all other expenses.~~ After travel has  
82 been completed and reimbursable travel related or other business expenses have incurred,  
83 town officials must complete a travel or other expense reimbursement form prepared by  
84 the town manager and/or designee to receive reimbursement. A reimbursement form  
85 along with receipts must be submitted to the town manager and/or designee within three  
86 weeks of returning from travel or upon incurrence of an allowable business expense.  
87 Upon receipt of a completed reimbursement form, the town manager and/or designee will  
88 perform a review to determine compliance with the Town's travel and other  
89 reimbursement policies. Any noncompliance, missing information, etc. will delay the  
90 reimbursement of expenses.

91 ~~(c) — Prohibited reimbursable expenses.~~ Reimbursement for the purchase of personal items,  
92 including barber and beauty parlor fees, medical expenses, clothing, etc. and expenses  
93 associated with recreation, gifts, and alcoholic beverages are specifically prohibited. Expenses  
94 for spouses, guests, or family members are not reimbursable.

95 ~~(d) — Verification of claims.~~ Before the town reimburses any expense incurred in the conduct of  
96 official business, elected officials and employees of the town must attest in a form prepared  
97 by the town manager and/or her designee that the expenses were incurred in the performance  
98 of official duties related to the affairs of the town. Expenses will not be reimbursed where the  
99 applicant fails to verify the expenses. Only verifiable claims for expenses will be reimbursed.  
100 Budgeted monies not paid under this section shall be refunded to the general fund of the town.

101 ~~(e) — Authority of the town manager.~~ The town manager shall have the authority to adopt  
102 administrative policies to carry out the purpose of this chapter provided however, any non-  
103 travel related expenditures by an elected official in connection with town business as  
104 described herein exceeding \$500.00 dollars shall be approved for payment by the commission.  
105 Notwithstanding anything to the contrary, the town manager shall have the discretion to reject  
106 all travel and other claims that are not in compliance with this chapter or expense policies  
107 adopted by the office of the town manager.

108 ~~(f) — Penalties for fraudulent travel and/or other expenses and/or failure to return advanced~~  
109 ~~funds.~~ Any person who willfully makes and subscribes any such claim that he or she does not  
110 believe to be true and correct as to every material matter, or who willfully aids or assists in,  
111 or assists in, or procures, counsels, or advises the preparation or presentation of such claim  
112 that is fraudulent or is false as to any material matter, whether or not such falsity or fraud is  
113 with the knowledge or consent of the person authorized or required to present such claim, or  
114 who fails to return funds advanced and unaccounted for in accordance with this ordinance,  
115 commits a misdemeanor of the second degree, punishable as provided in Section 775.082,  
116 Florida Statutes, or Section 775.083, Florida Statutes. Whoever receives an allowance or  
117 reimbursement by means of a false claim is civilly liable in the amount of the overpayment  
118 for the reimbursement of the public fund from which the claim was paid.

**Secs. 2-29 – 2-45. – Reserved.**

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**Section 3. Codification.** It is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town’s Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the 13<sup>th</sup> day of August, 2019.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**On Final Reading Moved By:** \_\_\_\_\_

**On Final Reading Second By:** \_\_\_\_\_

## FINAL VOTE ON ADOPTION

Commissioner Barry Cohen

Commissioner Michael Karukin

Commissioner Tina Paul

Vice Mayor Daniel Gielchinsky

Mayor Daniel Dietch

Daniel Dietch  
Mayor

**ATTEST:**

Sandra Novoa, MMC  
Town Clerk

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156 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**  
157 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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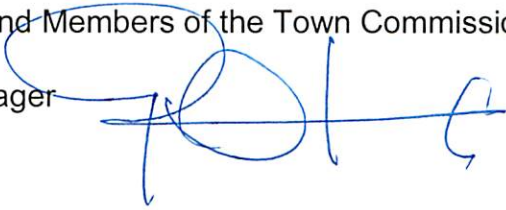
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Weiss Serota Helfman Cole & Bierman, P.L.  
162 Town Attorney



## MEMORANDUM

ITEM NO. 4A2

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** September 10, 2019  
**Subject:** One-Year Extension of the 2018 Parking Exemption Ordinance

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At the June 11, 2019 Town Commission meeting, direction was given to return with a one-year extension to the parking exemption program that was established July 10, 2018 by Ordinance No. 2018-1686.

The Town updated its Business District Vacant Properties inventory list on July 1, 2019 to include additional vacant properties within the SD-B40 Zoning District that could potentially benefit from the program. These properties were added to the inventory and provided with the accompanying ordinance extension.

Based on further evaluation and discussion at the July 1, 2019 meeting, the Town Commission directed the Administration to qualify properties that may become vacant at any time through the July 10, 2020 (the extension). The Planning & Zoning Board, at the meeting of August 29, 2019, recommended the approval of this extension as presented.

The Town Administration seeks approval on second reading of the ordinance as presented.

Reviewed by

Prepared by 



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**WHEREAS**, on July 1, 2019, the Town conducted a review of the inventory of downtown ground floor vacancies in the SD-B40 Zoning District and identified eleven additional properties that are vacant and should be eligible for participation in the Parking Waiver Program; and

**WHEREAS**, in an effort to continue incentivizing the economic revitalization of the SD-B40 Zoning District, the Town Commission wishes to extend the duration of the Parking Waiver Program through July 10, 2020 and increase the number of properties eligible for participation in the Parking Waiver Program from ten to twenty-one properties as identified in the 2019 Downtown Vacancy Inventory attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Town Commission held its first public hearing on these regulations on July 9, 2019; and

**WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the revisions to the Code for consistency with the Town's Comprehensive Plan at a duly noticed hearing on \_\_\_\_\_, 2019; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on \_\_\_\_\_, 2019; and

**WHEREAS**, the Town Commission finds that this Ordinance is necessary, appropriate, and advances the public interest.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:<sup>1</sup>**

**Section 1.**     **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.** **Town Code Amended.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 90-77, “Off-street parking requirements” as follows:

## Chapter 90 – Zoning

## Article VII. – Off-Street Parking and Loading

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### **Division 1. - Off-street parking**

**Section 90-77. Off-street parking requirements.**

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

(4) *Parking exemption.* There is hereby created a "Parking Exemption Program".

- a. Program. For the period from {July 10, 2018 —Effective date of this Ordinance} to {July 10, 2019} —1 year from the effective date of this Ordinance}, first floor properties in the SD-B40 zoning district which are vacant as of {July 10, 2018 —Effective date of this Ordinance} through and including July 10, 2020-2019 shall not be required to provide parking spaces, beyond those currently provided for the property, for any additional parking spaces required by the following:

1. The development of currently vacant existing first floor square footage for a change of use to retail or restaurant use which creates a requirement for additional parking spaces;
2. The development of a new sidewalk café in conjunction with a new retail or restaurant occupancy in currently vacant space;
3. The development of second floor square footage for a change of use to retail or restaurant use which creates a requirement for additional parking spaces provided the second floor area is an integral part of and accessed solely from the interior of a connected first floor space.

- b. Application required. To qualify for the parking exemption program, a parking exemption application must be submitted, in a form to be approved by the town, with all supporting documentation as required by the application.

- c. Eligibility for program.

1. Only properties vacant as of between July 10, 2018 and July 10, 2020-2019, as identified by the Town's Downtown Vacancy inventory dated July 10, 2018 and updated July 1, 2019, are eligible for the program. Notwithstanding the inventory as of the effective date of this Ordinance, the Town Manager may add eligible properties to the inventory during the term of the Parking Exemption Program without further action of the Commission.

2. The application for a parking exemption, and all supporting documents, including any applicable certificate of use, building permit or development approval applications, shall have been submitted and deemed to be complete by the town prior to the program expiration, and all required permits received and the retail or restaurant space subsequently built and opened to the public within one year from approval of parking exemptions.

3. Eligibility is limited to first floor square footage which was existing and vacant as of between July 10, 2018 and July 10, 2020-2019, which is changing use and will be utilized for retail, restaurant, or new sidewalk café space in conjunction with the new retail or restaurant occupancy of currently vacant space, or the occupancy of existing vacant second floor space for retail or restaurant use in conjunction with, and which is an integral part of and accessed solely from, the interior of a currently vacant connected first floor space.

- d. Program guidelines.

1. Program duration. The parking exemption program shall last ~~for a period of one year,~~ from July 10, 2018, to July 10, 2019~~20~~20. Notwithstanding the foregoing, the town commission, may, for any reason and in its sole discretion, discontinue this parking exemption program at any point during the duration of the program.
2. This program does not allow the elimination of any existing parking spaces and exemptions cannot be obtained to replace existing parking.
3. This program may not be used for new construction, expanded building area or for independently accessed, stand-alone second floor square footage.
4. Once parking exemptions are awarded, failure to complete construction and open to the public within one year of approval of any parking exemptions shall result in forfeiture of any parking exemptions obtained.
5. Status following end of program.
  - i. Nonconforming. At the end of the parking exemption program, all retail, restaurant, and sidewalk café area built under the parking exemption program will become nonconforming use as to parking, and shall be subject to the requirements of the nonconforming use provisions of the Town's Code of Ordinances. Notwithstanding the foregoing, retail, restaurant and sidewalk café; uses which were granted parking exemptions under this program may be completely remodeled or rebuilt without providing additional parking, as originally permitted through the parking exemption program, as long as it is the same business and use and the retail floor area or restaurant seating capacity is not increased. If floor area or seating capacity are increased, compliance with the parking requirements in effect at that time is required for the new floor area or seating capacity, through a mechanism available in the Code then in effect.
  - ii. Availability of exemptions to successor businesses. Parking exemptions are granted to a specific business for a specific use and are not assignable or transferable to another business, use, or property.

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**Section 3. Codification.** It is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the 9<sup>th</sup> day of July 2019.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**On Final Reading Moved By:** \_\_\_\_\_

**On Final Reading Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

## **Exhibit “A”**

### **Town Inventory of Vacant Properties in the Business District (Updated July 1, 2019)**

| <b>West Side</b>                 | <b>East Side</b>                 |
|----------------------------------|----------------------------------|
| 9452 Harding Avenue <sup>2</sup> | 9433 Harding Avenue              |
| 9466 Harding Avenue <sup>2</sup> | 9441 Harding Avenue              |
| 9472 Harding Avenue              | 9453 Harding Avenue <sup>2</sup> |
| 9486 Harding Avenue <sup>2</sup> | 9455 Harding Avenue <sup>2</sup> |
| 9488 Harding Avenue <sup>3</sup> | 9461 Harding Avenue <sup>2</sup> |
| 9540 Harding Avenue <sup>2</sup> | 9471 Harding Avenue <sup>2</sup> |
| 9588 Harding Avenue <sup>3</sup> | 9491 Harding Avenue              |
|                                  | 262 95th Street                  |
|                                  | 9509 Harding Avenue <sup>3</sup> |
|                                  | 9513 Harding Avenue <sup>2</sup> |
|                                  | 9541 Harding Avenue <sup>2</sup> |
|                                  | 9555 Harding Avenue              |
|                                  | 9571 Harding Avenue <sup>3</sup> |
|                                  | 9599 Harding Avenue <sup>2</sup> |

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<sup>2</sup> Designates those properties that have been added to the inventory since July 10, 2018 and were vacant as of July 1, 2019

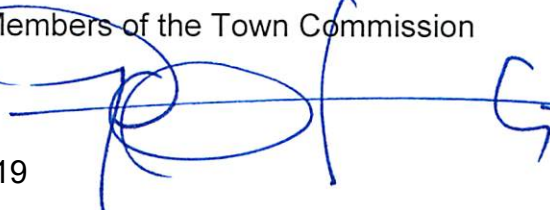
<sup>3</sup> Designates those properties that were in the original 2018 Downtown Vacancy Inventory dated July 10, 2018 and have already participated in the Parking Exemption Program



## MEMORANDUM

ITEM NO. 4A3

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** August 26, 2019/ September 10, 2019

**Subject:** Repealing of Ordinance No. 2019-1698 (Amending Section 34-11 of the Town Code to Prohibit the Distribution, Sale or Use of Single-Use Plastics, including Singe Use Plastic Bags).

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At the August 13, 2019 Town Commission meeting, for recent legal challenges and applicable state legislation, the Town Commission directed staff to prepare a Notice of Intent to Repeal Ordinance No. 2019-1698 (Amending Section 34-11 of the Town Code to prohibit the distribution, sale or use of single-use plastics, including single-use plastic bags). The Notice of Intent to Repeal was published on August 16, 2019, as required by Section 57.112, Florida Statutes, and the attached Ordinance will be heard on first reading on this date with second reading to occur on September 10, 2019.

Repeal of Ordinance No. 2019-1698 in its entirety will result in the reinstatement of Section 34-11 of the Code as existed prior to adoption of Ordinance No. 2019-1698.

Commission direction: Town Staff recommends approval on first reading of the proposed ordinance.

Reviewed by

Prepared by

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE NO. 2019-1698, WHICH AMENDED PORTIONS OF SECTION 34-11, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS" OF THE TOWN'S CODE OF ORDINANCES, AND AMENDED THE TITLE TO "PROHIBITION ON DISTRIBUTION, SALE OR USE OF SINGLE-USE PLASTICS," PROVIDED FOR DEFINITIONS FOR SINGLE-USE PLASTICS, AND REGULATING SINGLE-USE PLASTICS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2019, the Town of Surfside (the "Town") Commission adopted Ordinance No. 2019-1698 amending Section 34-11 of the Town Code of Ordinances ("Code") to provide a prohibition on the distribution, sale, or use of single-use plastics, including single-use plastic bags; and

WHEREAS, given recent legal challenges and applicable state legislation, the Town Commission desires to repeal Ordinance No. 2019-1698 and reinstate the provisions of Section 34-11 of the Town Code as existed prior to the adoption of Ordinance No. 2019-1698; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:<sup>1</sup>

**Section 1.** **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.** **Repeal.** That Ordinance No. 2019-1698 is hereby repealed in its entirety. Section 34-11 of the Town Code shall be reinstated as it existed prior to the adoption of Ordinance No. 2019-1698.

**Section 3.** **Codification.** It is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.



**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the 26<sup>th</sup> day of August, 2019.

**PASSED AND ADOPTED** on second reading on the 10<sup>th</sup> day of September, 2019.

**On Final Reading Moved By:** \_\_\_\_\_

**On Final Reading Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

68 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**  
69 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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Weiss Serota Helfman Cole & Bierman, P.L.

74 Town Attorney



# MEMORANDUM

ITEM NO. 4A4

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** August 13, 2019 / September 10, 2019  
**Subject:** Prohibiting Hotels in H40

---

The Town Commission directed staff to prepare an ordinance prohibiting hotels on the west side of Collins Avenue, south of 93<sup>rd</sup> Street in H40 zoning district. It was approved on first reading by the Town Commission at the March 12, 2019 meeting. The Planning and Zoning Board analyzed the proposed ordinance at their April 30, 2019 meeting. They were presented with the options discussed at the Commission meeting, including limiting the prohibition to south of 90<sup>th</sup> Street, limiting the size of hotels from 90<sup>th</sup> to 93<sup>rd</sup> to 100 feet in length, and grandfathering existing hotels. Staff prepared an analysis to show impacts of hotels versus multifamily relating to density, water consumption, parking requirements and trips generated per use. After much public comment and discussion by the Board, the request was to defer the request for further analysis.

The Planning and Zoning Board requested crime statistics, consequences of grandfathering hotels for the hotel owner and to confirm if the impacts are related to use and to evaluate creating development criteria in lieu of the complete prohibition. The Town Commission granted the deferral requesting that staff analyze the following: the impacts of boutique hotels, short term rentals, limiting aggregation and allowing office space.

## **Crime Statistics**

Attachment A is a crime statistical analysis provided by the Town's Police Department.

## **Grandfathering**

In the past, the Planning and Zoning Board has not been amenable to implementing grandfathering of structures when prior ordinances have been adopted. However, those ordinances impacted the design of a proposed structure. In those instances, if an existing hotel was destroyed due to force majeure, the use would still be permissible with the opportunity for the structure to be developed, although it would need to follow revised design standards, such as limitations on building length. The Board heard from property owners who indicated their concerns that if the use of a hotel is prohibited and there is no opportunity to rebuild an existing

facility, an operator would have serious consequences. The Board asked staff to identify these potential issues.

If a use is no longer permitted, the existing facility will become non-conforming. Therefore, they may have challenges getting approved for loans or refinancing, and for insurance. They may also have difficulties selling the property as a new owner would have no choice but to demolish the building or partake in comprehensive improvements to convert the structure to a conforming use, which may be too cost prohibitive. By designating a structure non-conforming, it would not only affect future sales, financing and insurance, but would limit improvements. Less than 50% of the cost of value could be completed, otherwise the use would need to be abandoned.

### **Impacts of the Use**

The Board also requested Staff to evaluate if the impacts are related to the use. Staff found that the most significant impacts relating to traffic and parking is hotels with ballrooms. However, it is clear that the impacts of tourism hinge on scale. "Boutique" style hotels can be more representative of a residential community with reduced amenities and impacts. This is present in many historic towns, such as Key West, where Boutique style hotels are located along Duval Street and resort-type hotels are located along the beach. This is also the case in Naples. The downtown and areas off the beach have smaller scale facilities, while the resorts are typically concentrated on the beach or golf courses.

### **Boutique Hotels**

As it was stated under the impacts of the use, Boutique style hotels with limited amenities are more consistent with a residential neighborhood. Sarasota County recently adopted a Boutique Hotel District which allows hotels limited to 75 rooms. St. Pete Beach has a Boutique Hotel/Condo District. There is a limitation of 50 units per acre for hotels and full-service restaurants are only permitted as conditional uses.

### **Short Term Rentals**

The code currently permits short term rentals limited to three times per year. Concerns with short term rentals are often the lack of regulation and responsiveness due to no staffing on site relating to the use. If a unit is rented out with the owner off-site, management of the condominium is often not equipped to deal with issues. Therefore, the police would be called, causing a strain on this department. A hotel has more staffing and structure to deal with issues. If an expansion of short term rentals were to be considered, it would be suggested that the building be staffed appropriately, such as a hotel. While the expansion of short term rentals may be something to consider, it does not appear to be an alternative to prohibiting hotels.

### **Limiting Aggregation**

Limiting aggregation for the purposes of hotel development would be a way to control the size and scale of a hotel. If a hotel was limited to 100 feet in length, the following should be included

to further control the massing: no more than one hotel per lot, increase the side setbacks for hotels to 15% of the lot width and to require a 25% reduction of allowable density.

Attachment B is a graphic demonstrating the following:

1. A 100-foot wide lot with proposed setbacks of 15 feet (15%) on either side.
2. A 150-foot wide lot with proposed setbacks of 22.5 feet (15%) on either side.

## **Office Space**

Staff performed an analysis based on the International Traffic Engineering (ITE) Standards for trip generation. Office space needs to be broken down by business office versus medical office. Medical office generates more daily trips at peak hour than all uses including hotels with ballrooms. Business office generates a slightly higher amount of peak hour trips than both hotels without a ballroom and multifamily residential.

If office is use that the Town wishes to allow, a Comprehensive Plan amendment as well as a rezoning would be required. If this is solely for office, additional legal analysis must be performed to determine if a referendum will be required as the only land use category that currently permits office requires an FAR, which is an intensity standard. Intensity can only be increased through a referendum. Staff would suggest that this becomes a mixed use category for residential/hotel and office so that it is regulated through density with a percentage of office permitted.

## **Options**

Based on the analysis, the following are options for development standards or criteria that would continue to allow the use, but would offer additional limitations:

1. Grandfather the existing developed hotels relating solely to the use of a hotel and not development standards.
2. Prohibit or restrict ballrooms, hotel amenities and accessories. For example, Board room space could be limited to an occupancy of no greater than 40 people.
3. Limit building of hotels to 100 feet in length. No aggregation of lots permitted with the intention to develop more than one hotel per lot.
4. Any aggregation of lots for hotel use will require a 25% reduction of allowable density.
5. Side setbacks of 15%.
6. Prepare a land use & zoning map and text amendment creating a mixed use residential/hotel and office or residential/office (excluding hotel) category allowing office as an accessory use.

## **Planning & Zoning Board Recommendation**

The Planning and Zoning Board reviewed the additional information at their July 11, 2019 meeting. The Board did not find justification for recommending approval on the request and unanimously voted to reject the code modification.

Reviewed by: GO

Prepared by: SSG

# Town of Surfside Police Department



## Crime Data - Dispatch Events Report



For Calendar Years 2014-2018  
and January-April 2019



## **REPORT OVERVIEW**

Please find below a crime analysis report for Part I Crimes, Part II Crimes, and Dispatch Events/Incidents for the Town of Surfside for calendar years 2014-2018, and the time period January 2019 through April 2019. The request for this information was from the Surfside Planning and Zoning (PZ) Board through Surfside Town Manager Olmedillo. The PZ Board requested information specific to the impact that the hotels in Surfside have on crime. For the purposes of this report five (5) hotels in Surfside were selected for comparison purposes as follows:

- Grand Beach Hotel West - 9418 Collins Ave, Surfside, FL 33154
- Grand Beach Hotel East - 9449 Collins Ave, Surfside, FL 33154
- Residence Inn by Marriott - 9200 Collins Ave, Surfside, FL 33154
- Four Seasons Hotel at The Surf Club - 9011 Collins Ave, Surfside, FL 33154
- Bluegreen Vacations Solara - 8801 Collins Ave, Surfside, FL 33154

The report also reflects crime data for other business types (Condominium, Retail Store, Restaurant, Restaurant-Bar) so the PZ Board may compare the data sets regarding impact on crime statistics/rates in Surfside. The business locations selected for comparison are:

- Condominium - Fendi Chateau Residences - 9349 Collins Ave, Surfside, FL 33154
- Retail Store - CVS - 9578 Harding Ave, Surfside, FL 33154
- Retail Store - Publix - 9400 Harding Ave, Surfside, FL 33154
- Restaurant - Backyard BBQ & Brew - 9460 Harding Ave, Surfside, FL 33154
- Restaurant - Flanigan's Seafood Bar and Grill - 9516 Harding Ave, Surfside, FL 33154

## **CRIME RATES**

A brief explanation of crime rates and crime data is provided below to familiarize members of the PZ Board with the manner and type of crime information that is collected, retained, and reported by the Surfside Police Department.

Crime Rate - *is a count of crimes compiled to assess the effectiveness of a crime control policy, and the impact of the policy on the risk of crime victimization.*



The Federal Bureau of Investigation (FBI) is the central repository for crime data in the United States. The Surfside Police Department submits crime information to the Florida Department of Law Enforcement (FDLE) on an established schedule and the information is then compiled and submitted by FDLE to the FBI. The Surfside Police Department submits this information through the Uniform Crime Reporting System (UCR) established by the FBI. The UCR Program's primary objective is to generate reliable information for use in law enforcement administration, operation, and management; over the years, however, the data has become one of the country's leading social indicators. The Program has been the starting place for law enforcement executives, students of criminal justice, researchers, members of the media, and the public at large seeking information on crime in the nation. The Program was conceived in 1929 by the International Association of Chiefs of Police to meet the need for reliable uniform crime statistics for the nation. In 1930, the FBI was tasked with collecting, publishing, and archiving those statistics.

Today the FBI receives data from more than 18,000 city, university and college, county, state, tribal, and federal law enforcement agencies that voluntarily participate in the UCR Program. The crime data are submitted either through a state UCR Program or directly to the FBI's UCR Program. The UCR Program publishes annual reports based on the crime data collection that enable law enforcement and the general public to more easily use and understand the massive amounts of UCR crime data. The UCR data goes through a stringent validation process prior to inclusion in the FBI reporting system. The FBI stresses that each local law enforcement jurisdiction has unique conditions affecting crime rates and comparison of UCR crime rates between jurisdictions is not the purpose of the UCR system.

## **CRIME FACTORS**

It is incumbent upon all crime data users to become as well educated as possible about how to understand and quantify the nature and extent of crime in the United States, and in any of the more than 18,000 jurisdictions represented by law enforcement contributors to the Uniform Crime Reporting (UCR) Program.

Historically, the causes and origins of crime have been the subjects of investigation by many disciplines. The FBI has provided a list of crime factors that are known to affect the volume and type of crime occurring from place to place.

### **Crime Factors:**

- Population density and degree of urbanization.
- Variations in composition of the population, particularly youth concentration.
- Stability of the population with respect to residents' mobility, commuting patterns, and transient factors.
- Modes of transportation and highway system.

- Economic conditions, including median income, poverty level, and job availability.
- Cultural factors and educational, recreational, and religious characteristics.
- Family conditions with respect to divorce and family cohesiveness.
- Climate.
- Effective strength of law enforcement agencies.
- Administrative and investigative emphases of law enforcement.
- Policies of other components of the criminal justice system (i.e., prosecutorial, judicial, correctional, and probational).
- Citizens' attitudes toward crime.
- Crime reporting practices of the citizenry.



## **SURFSIDE CRIME DATA AND DISPATCH EVENTS DATA**

The Total Crime Statistics for the Town of Surfside for calendar years 2014-2018, and for the period January 2019 through April 2019 are provided below as a reference point:

| <b>Crime Statistics 2014-2019</b>                     |             |             |             |             |             |              |
|---|-------------|-------------|-------------|-------------|-------------|--------------|
| <b>Classification</b>                                 | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019*</b> |
| Homicide  | 0           | 0           | 0           | 0           | 0           | 0            |
| Sexual Battery  | 0           | 0           | 1           | 0           | 1           | 1            |
| Aggravated Assault - Battery                          | 2           | 5           | 10          | 4           | 5           | 1            |
| Burglary Structure                                    | 10          | 8           | 14          | 8           | 10          | 8            |
| Grand Theft   | 60          | 41          | 70          | 38          | 37          | 17           |
| Robbery   | 3           | 3           | 2           | 2           | 0           | 0            |
| Auto Theft  | 8           | 8           | 5           | 7           | 3           | 1            |
| <b>Total Part I Crimes</b>                            | <b>81</b>   | <b>65</b>   | <b>102</b>  | <b>59</b>   | <b>56</b>   | <b>28</b>    |
| Battery   | 14          | 13          | 11          | 15          | 14          | 11           |
| Domestic Violence                                     | 8           | 9           | 8           | 8           | 15          | 6            |
| Theft   | 39          | 53          | 47          | 19          | 34          | 20           |
| Lewd / lascivious                                     | 1           | 0           | 3           | 1           | 2           | 0            |
| Burglary Conveyance                                   | 24          | 20          | 27          | 29          | 18          | 5            |
| Fraud   | 70          | 49          | 55          | 32          | 26          | 12           |
| Criminal Mischief                                     | 25          | 10          | 15          | 6           | 10          | 3            |
| Driving Under Influence                               | 1           | 4           | 2           | 2           | 2           | 0            |
| <b>Total Part II Crimes</b>                           | <b>182</b>  | <b>158</b>  | <b>168</b>  | <b>111</b>  | <b>121</b>  | <b>57</b>    |
| Traffic Citations                                     | 4311        | 4686        | 4901        | 3413        | 4801        | 1143         |
| Traffic Warnings                                      | 3235        | 3825        | 3360        | 3205        | 3139        | 824          |
| Arrests   | 142         | 151         | 198         | 116         | 207         | 46           |
| Parking Citations                                     | 13963       | 13816       | 13916       | 10658       | 8582        | 2916         |
| Red Light Review                                      | 4903        | 6854        | 10208       | 11533       | 0           | 0            |
| <b>* 2019 Data is for 01-01-2019 through 04-30-19</b> |             |             |             |             |             |              |

The below table depicts the Town of Surfside Dispatched Events, Incident-Crime Reports, Arrests, Traffic Crashes, and Investigation data:

| <b>Dispatched Calls-Arrests-Citations-Investigations 2014-2019</b> |             |             |             |             |             |             |
|--|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Classification</b>  | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> |
| Dispatch Events  | 22800       | 23216       | 19939       | 20789       | 22305       | 6708        |
| Incident/Crime Reports   | 1231        | 1256        | 1430        | 1047        | 892         | 324         |
| Felony Arrests   | 31          | 41          | 48          | 42          | 53          | 8           |
| Misdemeanor Arrests  | 99          | 98          | 134         | 62          | 140         | 32          |
| Warrant Arrests  | 12          | 12          | 16          | 12          | 14          | 6           |
| Suspicious Person Checks   | 436         | 336         | 316         | 435         | 342         | 108         |
| Crime Prevention/Community Events                                  | 113         | 190         | 164         | 170         | 122         | 43          |
| Traffic Crashes  | 246         | 267         | 269         | 215         | 226         | 90          |
| Investigations Assigned  | 241         | 208         | 239         | 141         | 127         | 53          |
| Investigations Closed  | 205         | 90          | 206         | 80          | 161         | 69          |
| Investigations Cleared by Arrest                                   | 19          | 18          | 18          | 24          | 13          | 3           |
| <b>* 2019 Data is for 01-01-2019 through 04-30-19</b>              |             |             |             |             |             |             |

The Surfside businesses selected for comparison have differing operational start dates that are reflected in the below table:

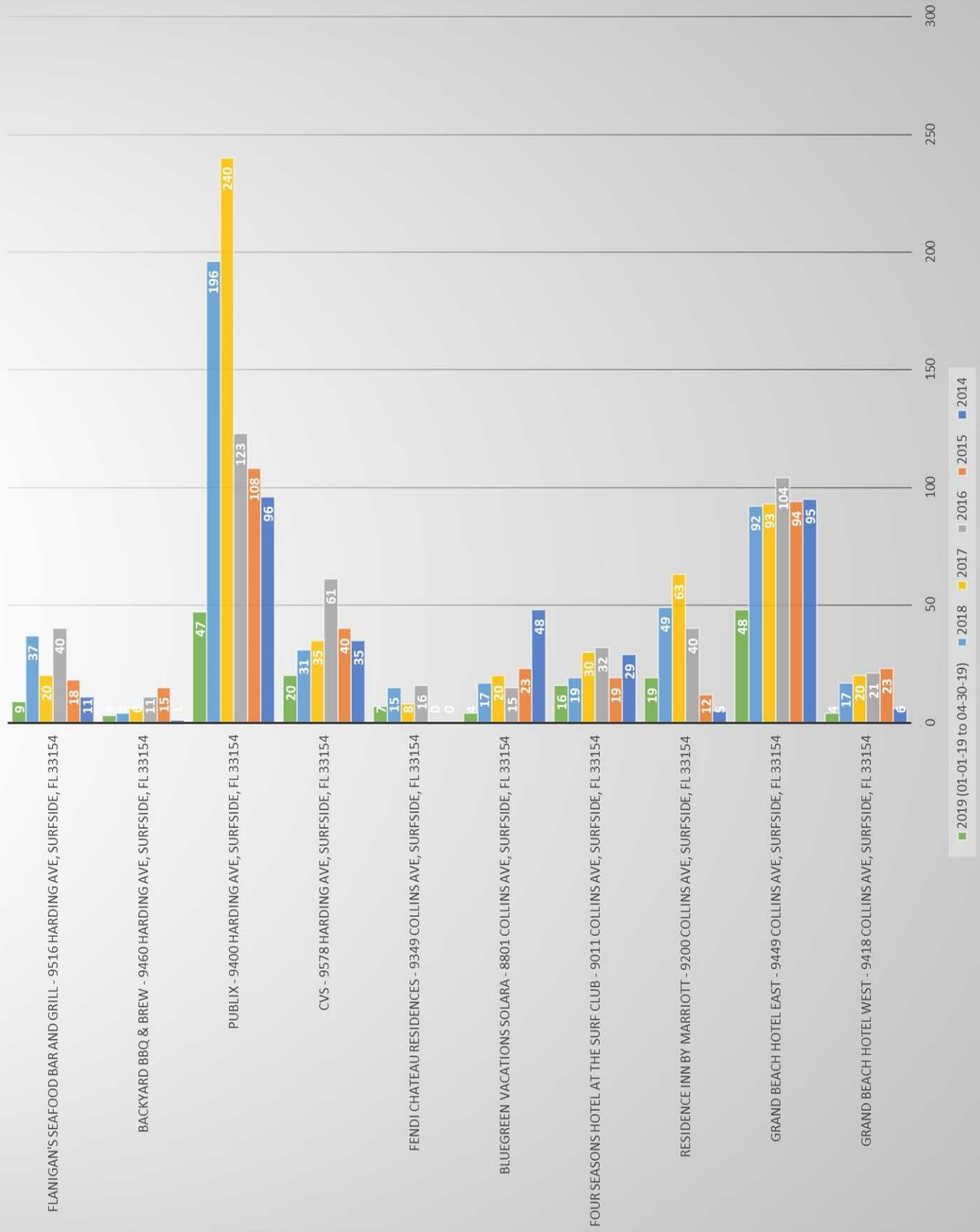
| BUSINESS OPERATIONAL DATES  |   |   |  |  |   |   |  |   |  |   |
|---|---|---|--|--|---|---|--|---|--|---|
| Business / Location   | Grand Beach Hotel West - 9418 Collins Ave, Surfside, FL 33154 | Grand Beach Hotel East - 9449 Collins Ave, Surfside, FL 33154 | Residence Inn by Marriott - 9200 Collins Ave, Surfside, FL 33154 | Four Seasons Hotel at The Surf Club - 9011 Collins Ave, Surfside, FL 33154 | Bluegreen Vacations Solara - 8801 Collins Ave, Surfside, FL 33154 | Fendi Chateau Residences - 9349 Collins Ave, Surfside, FL 33154 | CVS - 9578 Harding Ave, Surfside, FL 33154 | Publix - 9400 Harding Ave, Surfside, FL 33154 | Backyard BBQ & Brew - 9460 Harding Ave, Surfside, FL 33154 | Flanigan's Seafood Bar and Grill - 9516 Harding Ave, Surfside, FL 33154 |
| Operational Date or Temporary Certificate of Occupancy (TCO) Issue Date | 12/19/2014  | 12/19/2014  | 05/12/2016   | 05/12/2016   | 03/01/2003  | 05/12/2016  | 07/26/2012                                 | 08/28/2003                                    | 11/03/2014   | 03/13/1998  |

The total number of Dispatched Events for police and/or fire department services or actions are reflected in the below tables:

| DISPATCH EVENTS                           |   |   |  |  |   |   |  |   |  |   |
|---|---|---|--|--|---|---|--|---|--|---|
| Calendar Year (January 1st - December 31) | Grand Beach Hotel West - 9418 Collins Ave, Surfside, FL 33154 | Grand Beach Hotel East - 9449 Collins Ave, Surfside, FL 33154 | Residence Inn by Marriott - 9200 Collins Ave, Surfside, FL 33154 | Four Seasons Hotel at The Surf Club - 9011 Collins Ave, Surfside, FL 33154 | Bluegreen Vacations Solara - 8801 Collins Ave, Surfside, FL 33154 | Fendi Chateau Residences - 9349 Collins Ave, Surfside, FL 33154 | CVS - 9578 Harding Ave, Surfside, FL 33154 | Publix - 9400 Harding Ave, Surfside, FL 33154 | Backyard BBQ & Brew - 9460 Harding Ave, Surfside, FL 33154 | Flanigan's Seafood Bar and Grill - 9516 Harding Ave, Surfside, FL 33154 |
| 2014                                      | 14  | 121   | 5  | 29   | 48  | 0   | 41   | 96  | 1  | 12  |
| 2015                                      | 24  | 103   | 12   | 19   | 23  | 0   | 57   | 108   | 15   | 21  |
| 2016                                      | 23  | 118   | 40   | 32   | 15  | 16  | 66   | 123   | 12   | 45  |
| 2017                                      | 21  | 97  | 63   | 30   | 20  | 8   | 39   | 240   | 6  | 22  |
| 2018                                      | 17  | 104   | 49   | 19   | 17  | 15  | 32   | 196   | 5  | 40  |
| 2019                                      | 4   | 52  | 19   | 16   | 4   | 7   | 22   | 47  | 4  | 12  |
| (01-01-19 to 04-30-19)                    | <b>103</b>  | <b>595</b>  | <b>188</b>   | <b>145</b>   | <b>127</b>  | <b>46</b>   | <b>257</b>                                 | <b>810</b>                                    | <b>43</b>  | <b>152</b>  |

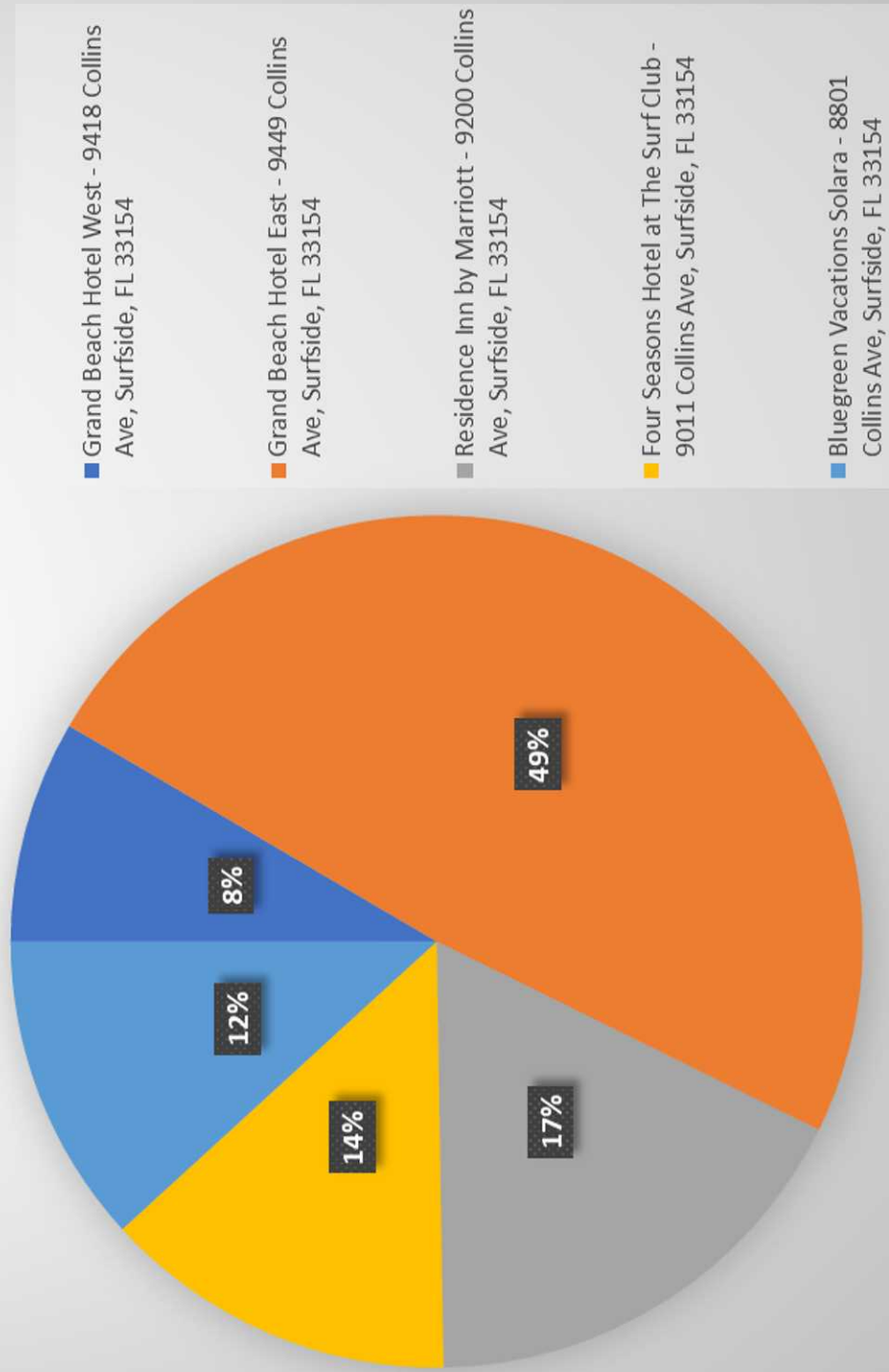


## Dispatch Events by Location and Year

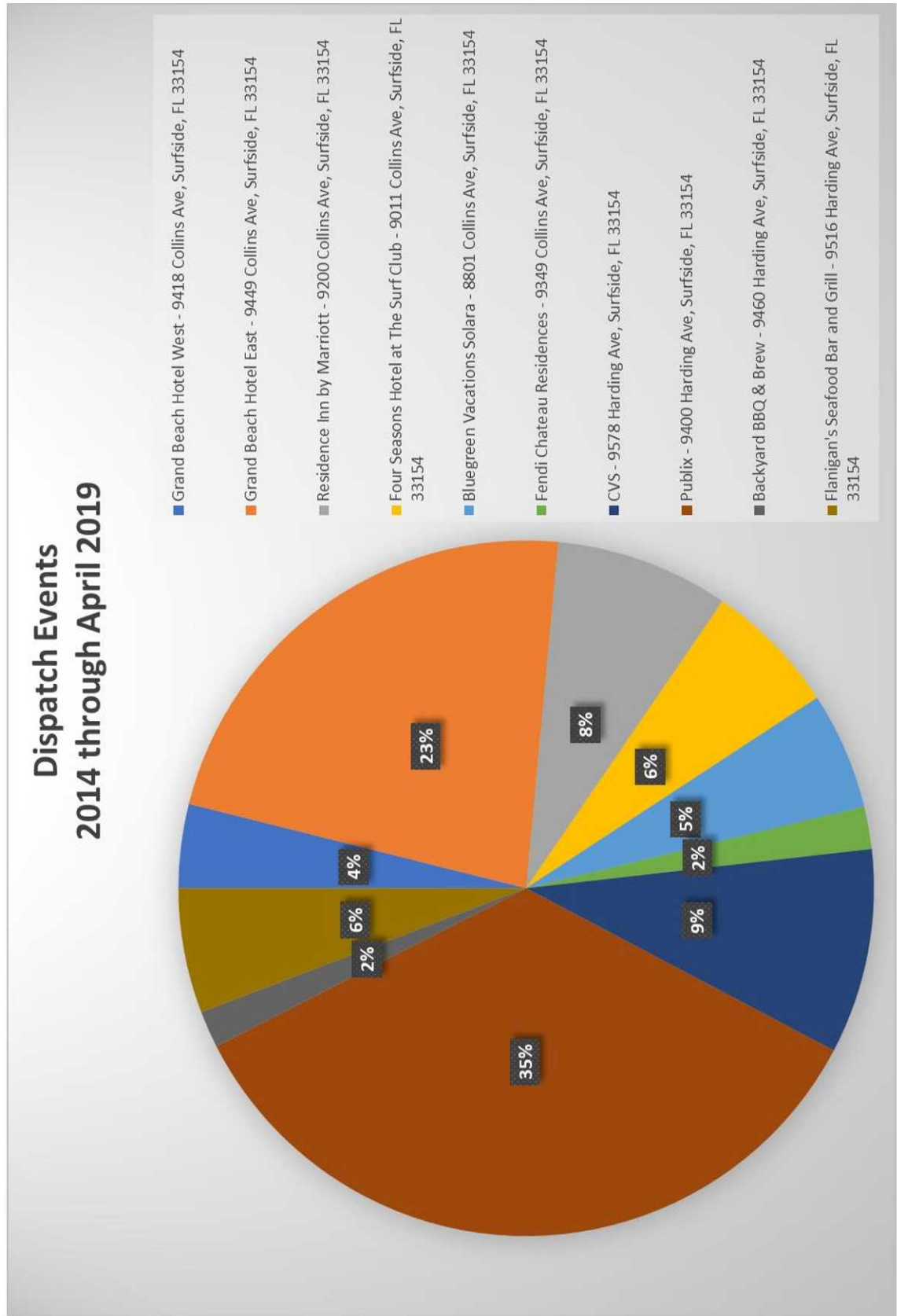


The following pie chart depicts the Police Dispatch Events for just the five Hotels:

## Hotel - Dispatch Events 2014 through April 2019



The following pie chart depicts the Police Dispatch Events for the five Hotels, the Condominium, the Retail Stores, and the Restaurants:



The Hotels crime incident data is depicted below:

| Grand Beach Hotel (West) |                     |               |            |              |               |              |                  |
|--------------------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year                     | Signals             |               |            |              |               |              |                  |
|                          | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014                     | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2015                     | 0                   | 1             | 2          | 0            | 0             | 0            | 0                |
| 2016                     | 0                   | 0             | 2          | 0            | 0             | 0            | 0                |
| 2017                     | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2018                     | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| 2019                     | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| Yearly Total             | 0                   | 1             | 6          | 0            | 0             | 0            | 0                |

| Grand Beach Hotel (East) |                     |               |            |              |               |              |                  |
|--------------------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year                     | Signals             |               |            |              |               |              |                  |
|                          | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014                     | 0                   | 1             | 11         | 0            | 0             | 1            | 0                |
| 2015                     | 0                   | 0             | 15         | 0            | 0             | 0            | 0                |
| 2016                     | 0                   | 1             | 13         | 0            | 0             | 1            | 0                |
| 2017                     | 1                   | 0             | 7          | 0            | 0             | 1            | 0                |
| 2018                     | 0                   | 0             | 12         | 0            | 0             | 0            | 0                |
| 2019                     | 0                   | 0             | 5          | 0            | 0             | 0            | 0                |
| Yearly Total             | 1                   | 2             | 63         | 0            | 0             | 3            | 0                |

| Marriott Residence Inn |                     |               |            |              |               |              |                  |
|------------------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year                   | Signals             |               |            |              |               |              |                  |
|                        | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014                   | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2015                   | 0                   | 1             | 0          | 0            | 0             | 0            | 0                |
| 2016                   | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| 2017                   | 0                   | 0             | 3          | 0            | 0             | 0            | 0                |
| 2018                   | 0                   | 0             | 2          | 0            | 0             | 2            | 0                |
| 2019                   | 0                   | 0             | 0          | 0            | 0             | 1            | 0                |
| Yearly Total           | 0                   | 1             | 6          | 0            | 0             | 3            | 0                |

| Four Seasons at The Surf Club |                     |               |            |              |               |              |                  |
|-------------------------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year                          | Signals             |               |            |              |               |              |                  |
|                               | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014                          | 0                   | 0             | 3          | 0            | 0             | 1            | 1                |
| 2015                          | 0                   | 1             | 1          | 0            | 0             | 0            | 0                |
| 2016                          | 0                   | 1             | 2          | 0            | 0             | 1            | 0                |
| 2017                          | 0                   | 0             | 4          | 0            | 0             | 0            | 0                |
| 2018                          | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| 2019                          | 0                   | 0             | 1          | 0            | 0             | 1            | 0                |
| Yearly Total                  | 0                   | 2             | 12         | 0            | 0             | 3            | 1                |



The Hotels crime incident data is depicted below (continued):

| Bluegreen Vacations Solara |                     |               |            |              |               |              |                  |
|----------------------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year                       | Signals             |               |            |              |               |              |                  |
|                            | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014                       | 0                   | 1             | 1          | 0            | 0             | 0            | 1                |
| 2015                       | 0                   | 0             | 0          | 0            | 0             | 1            | 0                |
| 2016                       | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2017                       | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| 2018                       | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2019                       | 0                   | 0             | 0          | 0            | 0             | 1            | 0                |
| Yearly Total               | 0                   | 1             | 2          | 0            | 0             | 2            | 1                |

The Retail Store crime incident data is depicted below:

| CVS          |                     |               |            |              |               |              |                  |
|--------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year         | Signals             |               |            |              |               |              |                  |
|              | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014         | 0                   | 0             | 10         | 0            | 0             | 0            | 0                |
| 2015         | 0                   | 0             | 8          | 0            | 0             | 0            | 0                |
| 2016         | 0                   | 0             | 11         | 1            | 0             | 1            | 0                |
| 2017         | 0                   | 0             | 10         | 1            | 0             | 0            | 0                |
| 2018         | 0                   | 1             | 8          | 0            | 0             | 0            | 0                |
| 2019         | 0                   | 0             | 6          | 0            | 0             | 0            | 0                |
| Yearly Total | 0                   | 1             | 53         | 2            | 0             | 1            | 0                |

| Publix       |                     |               |            |              |               |              |                  |
|--------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year         | Signals             |               |            |              |               |              |                  |
|              | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014         | 0                   | 0             | 13         | 0            | 0             | 2            | 0                |
| 2015         | 0                   | 0             | 7          | 0            | 0             | 0            | 0                |
| 2016         | 0                   | 0             | 10         | 0            | 0             | 0            | 0                |
| 2017         | 0                   | 0             | 3          | 1            | 0             | 1            | 0                |
| 2018         | 0                   | 0             | 6          | 0            | 0             | 2            | 0                |
| 2019         | 0                   | 0             | 5          | 0            | 0             | 0            | 0                |
| Yearly Total | 0                   | 0             | 44         | 1            | 0             | 5            | 0                |

The Restaurant crime incident data is depicted below:

| Backyard BBQ & Brew |                     |               |            |              |               |              |                  |
|---------------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year                | Signals             |               |            |              |               |              |                  |
|                     | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014                | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2015                | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| 2016                | 0                   | 0             | 1          | 0            | 0             | 1            | 0                |
| 2017                | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2018                | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2019                | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| Yearly Total        | 0                   | 0             | 2          | 0            | 0             | 1            | 0                |

The Condominium crime incident data

is depicted below:

| Fendi Chateau |                     |               |            |              |               |              |                  |
|---------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year          | Signals             |               |            |              |               |              |                  |
|               | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014          | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2015          | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2016          | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2017          | 0                   | 0             | 0          | 0            | 0             | 1            | 0                |
| 2018          | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| 2019          | 0                   | 0             | 1          | 0            | 0             | 0            | 0                |
| Yearly Total  | 0                   | 0             | 1          | 0            | 0             | 1            | 0                |

The Beach Area crime incident data

is depicted below:

| Beach        |                     |               |            |              |               |              |                  |
|--------------|---------------------|---------------|------------|--------------|---------------|--------------|------------------|
| Year         | Signals             |               |            |              |               |              |                  |
|              | Stolen Vehicle - 22 | Burglary - 26 | Theft - 27 | Robbery - 29 | Homicide - 31 | Battery - 32 | Sex Offense - 33 |
| 2014         | 1                   | 0             | 1          | 0            | 0             | 0            | 0                |
| 2015         | 0                   | 0             | 0          | 0            | 0             | 0            | 1                |
| 2016         | 0                   | 0             | 5          | 0            | 0             | 2            | 1                |
| 2017         | 0                   | 0             | 7          | 1            | 0             | 1            | 0                |
| 2018         | 0                   | 0             | 0          | 0            | 0             | 1            | 0                |
| 2019         | 0                   | 0             | 0          | 0            | 0             | 0            | 0                |
| Yearly Total | 1                   | 0             | 13         | 1            | 0             | 4            | 2                |

**ARREST DATA PER BUSINESS (2015-2019):**

Hotels:

| Grand Beach Hotel (West) |        |   |   |                      |                  |
|--------------------------|--------|---|---|----------------------|------------------|
| 05/21/2015               | 151701 | F | W | GRAND THEFT 3RD DEG  | 9418 COLLINS AVE |
| 05/21/2015               | 151701 | F | W | GRAND THEFT/MV/I/DAM | 9418 COLLINS AVE |
| 05/25/2015               | 151747 | M | W | DEFRAUD INN/300+     | 9418 COLLINS AVE |
| 05/16/2016               | 161538 | F | B | BATTERY              | 9418 COLLINS AVE |

| Grand Beach Hotel (East) |        |   |   |                      |                  |
|--------------------------|--------|---|---|----------------------|------------------|
| 04/13/2015               | 151270 | M | W | TRES PROP/AFTER WARN | 9449 COLLINS AVE |
| 11/07/2015               | 153607 | M | W | CONT SUBS/POSS       | 9449 COLLINS AVE |
| 11/07/2015               | 153607 | F | W | CONT SUBS/POSS       | 9449 COLLINS AVE |
| 08/31/2016               | 162930 | M | B | CREDIT CARD/100+     | 9449 COLLINS AVE |
| 11/03/2017               | 173500 | M | B | LOITERING OR PROWL   | 9449 COLLINS AVE |
| 05/24/2018               | 181559 | M | B | CRIM MIS/1000+       | 9449 COLLINS AVE |
| 04/18/2019               | 191277 | F | W | GRAND THEFT 3RD DEG  | 9449 COLLINS AVE |

| Marriott Residence Inn |         |   |   |                      |                           |
|------------------------|---------|---|---|----------------------|---------------------------|
| 08/29/2015             | 152886  | M | W | GRD THEFT/3D/VEHICLE | 9200 BLOCK COLLINS AVE    |
| 11/21/2015             | 153758  | M | W | DISORDERLY INTOX     | 9200 BLOCK COLLINS AVE    |
| 03/05/2016             | 160668B | F | W | CANNABIS/POSN/O-20   | 9200 BLK COLLINS AVE      |
| 03/05/2016             | 160668A | M | W | CANNABIS/POSN/O-20   | 9200 BLK COLLINS AVE      |
| 03/28/2016             | 160966  | M | W | CANNABIS/POSN/O-20   | 9200 BLK COLLINS AVE      |
| 06/18/2016             | 162029A | M | W | COCAINE/POSSESSION   | 9200 BLOCK COLLINS AVENUE |
| 06/15/2018             | 181801  | M | B | CONT SUB/SELL/DEL    | 9200 BLK COLLINS AVE      |
| 07/01/2018             | 181981  | M | W | CANNABIS/POSN/O-20   | 9200 BLK COLLINS AVE      |
| 10/19/2018             | 183040  | M | W | THREATEN/LEO/ASA/FIR | 9200 COLLINS AVE          |
| 11/02/2018             | 183177  | M | B | CANN/SELL/DEL/PSNW/I | 9200 BLOCK OF COLLINS AVE |

Hotels (continued):

| Four Seasons at The Surf Club |         |   |   |  |
|-------------------------------|---------|---|---|--|
| 06/11/2016                    | 161920B | M | B | BATTERY/AGGRAVATED 9011 COLLINS AVE      |
| 06/11/2016                    | 161920A | M | B | BATT/AGG/PREJ/WEA/HR 9011 COLLINS AVENUE |
| 02/02/2017                    | 170389  | M | B | BURGLARY/OCC CONVEY 9011 COLLINS AVE     |

| Bluegreen Vacations Solara |        |   |   |                          |
|----------------------------|--------|---|---|--------------------------|
| 07/04/2015                 | 152212 | M | W | BATTERY 8801 COLLINS AVE |
| 01/01/2019                 | 190004 | M | W | BATTERY 8801 COLLINS AVE |

Condominium:

| Fendi Chateau Residences |                |
|--------------------------|----------------|
|                          | No Arrest Data |

Retail Stores:

| CVS        |        |   |   |                      |                     |
|------------|--------|---|---|----------------------|---------------------|
| 09/15/2015 | 153055 | M | W | RETAIL THEFT/MERCHAN | 9578 HARDING AVENUE |
| 11/25/2015 | 153804 | M | B | PETIT THEFT          | 9578 HARDING AVE    |
| 06/14/2016 | 161969 | F | W | PETIT THEFT          | 9578 HARDING AVE    |
| 10/30/2016 | 163569 | M | W | TRESP/STRUC/OCC/WARN | 9578 HARDING AVENUE |
| 10/30/2016 | 163432 | M | W | GRAND THEFT 3RD DEG  | 9578 HARDING AVENUE |
| 03/16/2018 | 180758 | F | B | OBSTRT/DISGUISE PERS | 9578 HARDING AVE    |

Retail Stores (continued):

| Publix     |         |   |   |                      |                              |
|------------|---------|---|---|----------------------|------------------------------|
| 08/03/2015 | 152570  | M | W | RE/TH/MER/100+/-300/ | 9400 HARDING AVE             |
| 09/28/2015 | 153193  | M | B | UTTER/FRG/CHECK/ATTP | 9400 HARDING AVE             |
| 10/15/2015 | 153398  | M | W | DRUG PARAPHERNA/POSN | 9400 HARDING AVE             |
| 10/26/2015 | 153497  | F | B | PETIT THEFT/SOLICIT  | 9400 HARDING AVE             |
| 10/29/2015 | 153520  | F | W | FLEE/ELUDE PO        | 9400 BLK HARDING AVE         |
| 03/15/2016 | 160802  | M | W | DISORDERLY CONDUCT   | 9400 BLOCK HARDING AVE       |
| 04/23/2016 | 16299   | M | W | BATTERY/ELDERLY      | 9400 HARDING AVE             |
| 05/06/2016 | 161444  | M | W | BURGLARY/OCC/STRUCT  | 9400 HARDING AVENUE          |
| 08/19/2016 | 162769B | M | W | PETIT THEFT          | 9400 HARDING AVE             |
| 08/19/2016 | 162769A | M | W | PETIT THEFT          | 9400 HARDING AVE             |
| 12/23/2016 | 164175  | M | B | DISORDERLY CONDUCT   | 9400 HARDING AVE             |
| 03/09/2017 | 170796  | M | W | POSN FA/AMMO/DV INJN | 9400 HARDING AVE             |
| 04/22/2017 | 171308C | M | W | CANNABIS/POSN/20+    | 9400 BLK HARDING AVE         |
| 04/22/2017 | 171308A | M | W | CANNABIS/POSN/20+    | 9400 BLOCK HARDING AVENUE    |
| 04/22/2017 | 171308B | M | W | CANNABIS/POSN/20+    | 9400 BLOCK HARDING AVENUE    |
| 09/13/2017 | 172979  | M | W | BATTERY              | 9400 HARDING AVE             |
| 05/11/2018 | 181410  | F | B | PETIT THEFT          | 9400 HARDING AVE             |
| 06/01/2018 | 181647  | F | W | BATTERY/LEO/COR/FIRE | 9400 HARDING AVE             |
| 06/10/2018 | 181728  | M | W | PETIT THEFT 1D       | 9400 BLOCK OF HARDING AVENUE |
| 01/30/2019 | 190333B | M | B | LOITERING OR PROWL   | 9400 BLK HARDING AVE         |
| 01/30/2019 | 190333A | M | B | LOITERING OR PROWL   | 9400 BLK HARDING AVE         |
| 02/09/2019 | 190446  | M | W | RETAIL THEFT/300>    | 9400 HARDING AVE             |
| 04/30/2019 | 191431  | M | W | PETIT THEFT          | 9400 BLOCK OF HARDING AVE    |

Restaurants:

| Backyard BBQ & Brew |        |   |           |                               |
|---------------------|--------|---|-----------|-------------------------------|
| 07/05/2016          | 162237 | F | W BATTERY | 9460 HARDING AVE (WEST ALLEY) |
| 08/24/2018          | 182543 | M | W BATTERY | 9460 HARDING AVE              |

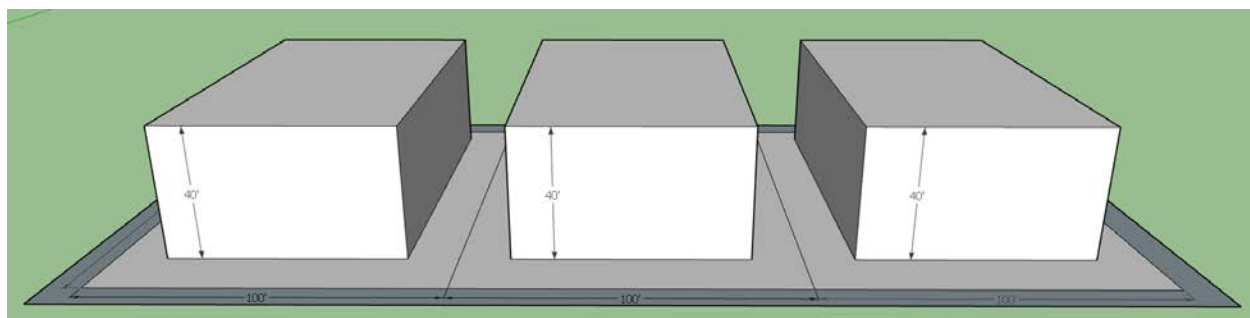
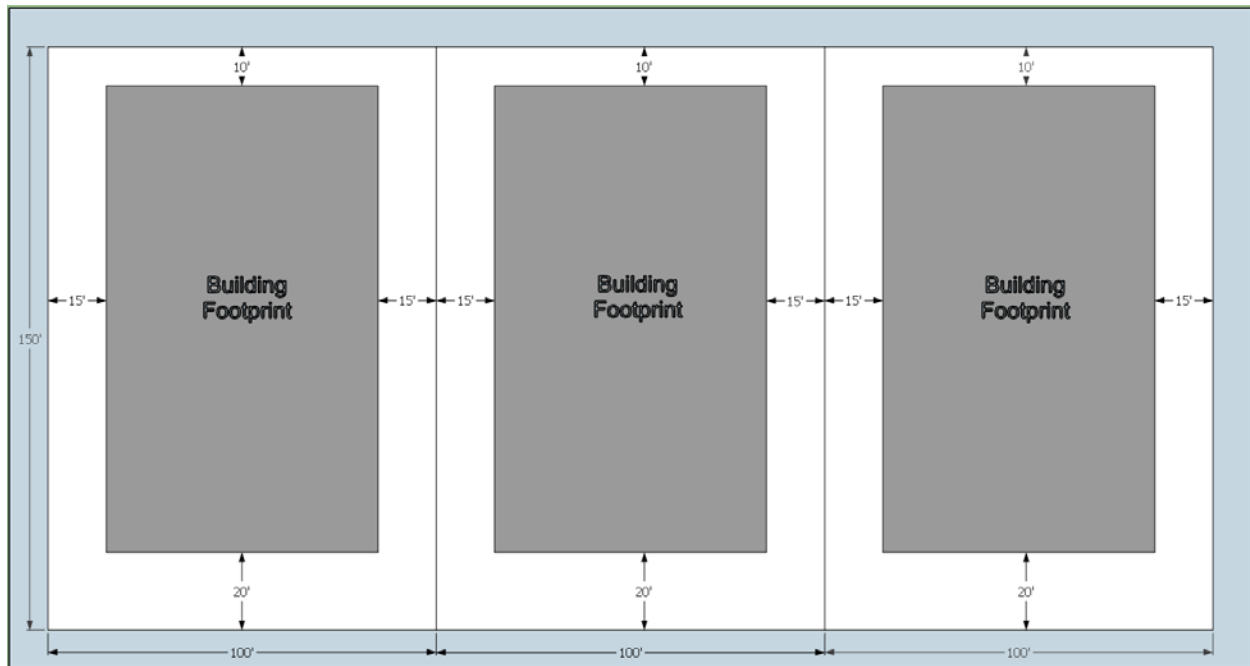
| Flanigan's Seafood Bar and Grill |        |   |                        |                  |
|----------------------------------|--------|---|------------------------|------------------|
| 07/18/2015                       | 152366 | M | W DEFRAUD INN/0-300    | 9516 HARDING AVE |
| 01/08/2016                       | 160066 | M | W DISORDERLY INTOX     | 9516 HARDING AVE |
| 09/21/2016                       | 163145 | M | W SCN DEV/REENC/UNLWF  | 9516 HARDING AVE |
| 07/01/2018                       | 181982 | F | W DISORDERLY INTOX     | 9516 HARDING AVE |
| 09/07/2018                       | 182669 | M | W DISORDERLY INTOX     | 9516 HARDING AVE |
| 10/20/2018                       | 183044 | F | W BATTERY/LEO/COR/FIRE | 9516 HARDING AVE |



## **CRIME DATA INTERPRETATION**

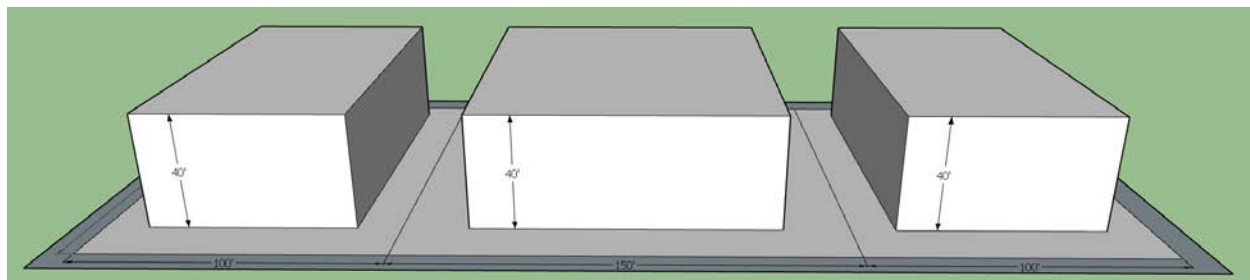
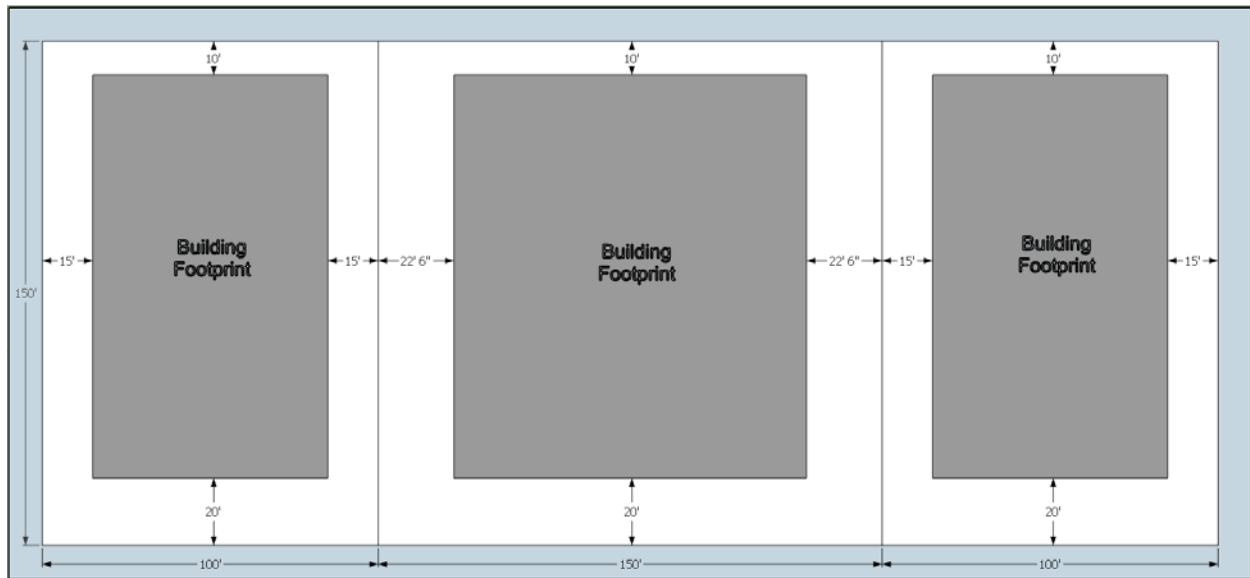
Data interpretation is simply the ability to interpret, or in other words, to visualize data and make sense of the information given. The PZ Board members, residents, or other concerned persons that brought forward the request for this information may each interpret the information differently. From a police perspective the overall crime rate in the Town of Surfside is low and Surfside is an extremely safe jurisdiction within Miami-Dade County.

Each of the businesses that are listed in this report have cooperated with the Surfside Police Department when asked to do so regarding crime reduction initiatives and criminal investigations. The hotels in particular each have security personnel on site at all times and they have alerted the Surfside Police Department to issues of concern. Overall the Surfside Police Department has partnered with the residential community and business community to reduce crime and make the Town of Surfside a safe place to live, work, and play.



| H40 Zoning Designation | Lots wider than 50 feet in width |
|------------------------|----------------------------------|
| Lot Length             | 150 feet                         |
| Lot Width              | 100 feet                         |
| Lot Area               | 15,000 square feet               |
| Building Height        | 40 feet                          |
| <b>Setbacks</b>        |                                  |
| Front                  | 20 feet                          |
| Rear                   | 10 feet                          |
| Side                   | 15 feet (15% of lot width)       |





| H40 Zoning Designation | Lots wider than 50 feet in width<br>Subject Property | Lots wider than 50 feet in width<br>Neighboring Properties |
|------------------------|--|--|
| Lot Length             | 150 feet   | 150 feet   |
| Lot Width              | 150 feet   | 100 feet   |
| Lot Area               | 22,500 square feet                                   | 15,00 feet   |
| Building Height        | 40 feet  | 40 feet  |
| Setbacks               |  |  |
| Front                  | 20 feet  | 20 feet  |
| Rear                   | 10 feet  | 10 feet  |
| Side                   | 22.5 feet (15% of lot width)                         | 15 feet (15% of lot width)                                 |

ORDINANCE NO. 19 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission") finds it  
5 periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in  
6 order to update regulations and procedures for maintain consistency with state law and to  
7 implement municipal goals and objectives; and

8       **WHEREAS**, on February 12, 2019, the Town Commission directed staff to evaluate and  
9 prepare an ordinance prohibiting hotel use within the H40 zoning district south of 93<sup>rd</sup> Street; and

10       **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,  
11 held its hearing on the proposed amendment on \_\_\_\_\_, 2019 with due public notice and  
12 input; and

13       **WHEREAS**, the Town Commission held its first public hearing on March 12, 2019 and  
14 recommended \_\_\_\_\_ of the proposed amendments to the Code of Ordinances having  
15 complied with the notice requirements by the Florida Statutes; and

16       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on  
17 these regulations as required by law on \_\_\_\_\_, 2019 and further finds the proposed  
18 change to the Code necessary and in the best interest of the community.

19  
<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by  
this reference:

**Section 2. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside  
Town Code of Ordinances is hereby amended and shall read as follows<sup>1</sup>:

**Sec. 90-41. Regulated uses.**

(a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district  
in which they are located and are deemed to be consistent with the comprehensive plan.  
These uses are permitted as of right, subject to the required permits and procedures  
described in this section. Permitted uses require final site plan review and approval for  
compliance with the standards applicable to a particular permitted use as provided in this  
zoning code.

(b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use  
in this chapter shall be established until after the person proposing such use has applied for  
and received all required development permits.

(c) Table—Regulated uses.

|                             | H30A | H30B | H30C | H40         | H-120       | SD-B40 |
|-----------------------------|------|------|------|-------------|-------------|--------|
| Lodging Uses                |      |      |      |             |             |        |
| Hotel                       | -    | -    | -    | P(7)(31)    | P(7)        | -      |
| <u>Hotel Accessory Uses</u> | -    | -    | -    | <u>P(7)</u> | <u>P(7)</u> | -      |
| Suite Hotel                 | -    | -    | -    | P(7)        | P(7)        | -      |

Key: P: Permitted    Blank: Not Permitted    (#): Refer to Notes    CU: Conditional Use

(d) *Uses table notes.*

<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

(7) May provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel.

\* \* \*

(31) Hotels must be located north of 93<sup>rd</sup> Street. Hotels are prohibited south of 93<sup>rd</sup> Street.

\* \* \*

**Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 5. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

**Section 7. Effective Date.** This ordinance shall become effective upon adoption.

**PASSED and ADOPTED** on first reading this 12th day of March, 2019.

**PASSED and ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Barry Cohen  
Commissioner Michael Karukin  
Commissioner Tina Paul  
Vice Mayor Daniel Gielchinsky  
Mayor Daniel Dietch

Daniel Dietch, Mayor

**ATTEST:**

Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole and Bierman, P.A.  
Town Attorney



**ITEM NO. 4B1**

## **MEMORANDUM**

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Lillian M. Arango, Esq., Town Attorney

**Date:** September 10, 2019

**Subject:** Ordinance Amending Section 2-235 ("Lobbying") of the Town Code -  
Lobbyist Registration Fee Exemption for Principals of Town Businesses

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### **Objective**

Encourage participation from the Surfside business community in the legislative process by eliminating the current lobbyist registration fee for individuals (principals, owners and employees of Town businesses) as defined below when appearing at a public meeting before the Town Commission or other Town Board, where there is no special compensation or reimbursement for the appearance, to express support of or opposition to any item.

### **Consideration and Background:**

At the August 13, 2019 Commission meeting, the Commission provided direction to the Town Attorney prepare an amendment to the Town's Lobbying Code (Section 2-235) in order to provide for an exemption from the payment of lobbying registration fees by principals, owners and employees of Town businesses. Currently, paid or unpaid representatives from businesses are required to pay a lobbyist registration fee in order to speak. This may stifle participation in the legislative process by such individuals, businesses or related stakeholders impacted by Town Commission decisions. A compromise is proposed.

On December 11, 2018, the Town adopted Ordinance No. 2018-1692 amending Section 2-235 of the Code (Lobbying) to revise the definition of "lobbyist" to specifically exclude any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.

The Code Amendment was designed to ensure easy access by representatives of single-family property owners, who are processing a design review or development approval application for their single family property, provided the representative is only interacting with staff or representing the property owner at a *public* meeting.

In addition, the term "lobbyist" has an exclusion (meaning the following types of people do not have to register or pay a registration fee) for any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; or any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, or any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family homeowner.

An exception from lobbyist registration fees should be applicable to principals, owners and employees of Town businesses (corporation, partnership, limited liability company or other entity), who seek to appear before the Town Commission or board at a public meeting, where they have no special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item. The amendment to Section 2-235 of the Code would still define the principals of Town businesses as "lobbyists", but would exempt them from the lobbyist registration fees.

The proposed Code amendment is consistent with similar provisions contained in the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1(s)(3)(b)) and the recently adopted Section 2-482(h)(1) of the City of Miami Beach Code, which both exempt a principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of that entity, where there is no special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item, from the requirement to pay lobbyist registration fees.

### **Analysis:**

The proposed Code amendment would still require principals, owners and employees of Town businesses (corporation, partnership, limited liability company or other entity) to register as a lobbyist and complete all required applications and reporting requirements, but would exempt the principals, owners and employees from the payment of lobbyist registration fees when appearing at a public meeting before the Town Commission or other Town Board, where there is no special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item..

The exemption from the payment of lobbying registration fees would facilitate and encourage public comment and participation in the governmental process before the Town Commission and other Town boards by stakeholders in the Surfside business

community. There is precedent for this exemption in the County Code and City of Miami Beach Code. Individuals not specifically compensated to speak on behalf of their business or place of employment as described above should not have to pay a fee to speak for or against any item at a public meeting.

**Budget Impact:** Loss of revenue from lobbying registration fees currently required and payable by principals of Town businesses. Town Clerk and staff will still need to accept and process lobbyist registration applications from such principals, without the corresponding fees or revenues.

**Recommendation:** Town Staff recommends approval of the Ordinance amending Section 2-235 (Lobbying) of the Town Code to exempt principals, owners and employees of Town businesses from paying lobbying registration fees when appearing at a public meeting before the Town Commission or other Town Board, where there is no special compensation or reimbursement for the appearance, to express support of or opposition to any item.



**ORDINANCE NO. 19 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE AN EXEMPTION FROM LOBBYIST REGISTRATION FEES FOR PRINCIPALS AND EMPLOYEES OF TOWN BUSINESSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Commission adopted a Code of Ethics on April 10, 2007 establishing standards of conduct for current and former town officials, employees and persons doing business with the Town; and

**WHEREAS**, the Town Commission subsequently amended the Code of Ethics on January 15, 2013, December 9, 2014, February 16, 2017, December 13, 2017 and March 13, 2018 to impose additional regulations on lobbyists, and to include an honor code for elected and appointed Town officials and employees and to address lobbyists’ appeals of fines for failure to file required expenditure reports; and

**WHEREAS**, on December 11, 2018, the Town adopted Ordinance No. 2018-1692 amending Section 2-235 of the Code (Lobbying) to revise the definition of “lobbyist “to specifically exclude any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner; and

**WHEREAS**, in order to encourage participation by the Surfside business owners and employees in the legislative and public hearing process, the Town Commission desires to further amend Section 2-235 of the Code of Ethics, Article VII, of the Town Code to provide an exemption from lobbyist registration fees for principals and employees of Town businesses (business principals, owners and employees) when appearing at a public meeting before the Town Commission or other Town board, where there is no special compensation or

reimbursement paid for the principal's appearance to express support or opposition to any item; and

**WHEREAS**, the Town Commission finds that the proposed change to Section 2-235 is in the best interests of the Town and will encourage public participation in the legislative and public hearing process.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**<sup>1</sup>

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

**Section 2. Town Code Amended.** Section 2-235 – “Lobbying” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows:

#### ARTICLE VII. - CODE OF ETHICS

\* \* \*

#### Sec. 2-235. - Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
  - a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.
  - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire

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<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-striketrough~~.

decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal as well as any employee engaged in lobbying activities, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; ~~and~~ any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.

c. *Principal.* All persons, firms, or corporations who employ a lobbyist.

(2) *Lobbyist registration, fees, renewal and withdrawal.*

a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, ~~and~~ the name and business address of each person or entity which has employed the registrant to lobby, and the specific issue(s) on which the lobbyist has been employed to lobby. If the lobbyist represents a corporation or is a principal, owner or employee of a corporate or other entity, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation, partnership, or trust.

ii. Pay an annual lobbyist registration fee of \$250.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, the specific issue on which the lobbyist has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her

principal shall attach a copy of a fee letter and specify whether any ~~bonuses, success fees, or other~~ consideration or fee shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual principal registration fee of \$100.00.

3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of \$100.00 is required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$250.00. All lobbyist are required to file an expenditure report as outline below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the Town Clerk on behalf of the firm.

iv. File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.

2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by February 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami-Dade Commission on Ethics and Public Trust. A lobbyist or principal may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust, with a copy to the Town Clerk, within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.

v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.

c. Exemption from lobbyist registration fees: A principal, owner or employee of any business located in the Town of Surfside, including a corporation, partnership, company or other entity, who appears as a lobbyist on behalf of that entity, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support for or opposition to any item before the Town Commission or board, shall register with the Clerk and comply with all requirements imposed

on lobbyists in this section, and must provide disclosure as to what capacity he/she is appearing before the Town Commission or board, but shall not be required to pay any lobbyist registration fees.

(3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.

\* \* \*

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

**Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

**Section 6. Effective Date.** This ordinance shall become effective on second reading upon adoption.

PASSED AND ADOPTED on first reading this 10<sup>th</sup> day of September, 2019.

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2019.

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.,  
Town Attorney



# MEMORANDUM

**ITEM NO.** 4B2

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Limitations on Accessory Uses in H40

---

The Town Commission directed staff to prepare an ordinance limiting accessory uses on the west side of Collins Avenue, south of 93<sup>rd</sup> Street in H40 zoning district. The Town Commission originally proposed an ordinance to prohibit hotels in general in this district. Staff prepared an analysis to show impacts of hotels versus multifamily relating to density, water consumption, parking requirements, crime statistics, boutique hotels, short term rentals, office space limitations on aggregation and trips generated per use.

The report identified that banquet facilities and meeting spaces are the highest traffic generators out of the amenities analyzed. The proposed ordinance prohibits ballrooms and meeting spaces for hotels and suite hotels south of 93<sup>rd</sup> Street in the H40 district.

Reviewed by: GO

Prepared by: SSG

ORDINANCE NO. 19 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO ESTABLISH LIMITATIONS ON HOTEL ACCESSORY USES IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission") finds it  
5 periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in  
6 order to update regulations and procedures for maintain consistency with state law and to  
7 implement municipal goals and objectives; and

8       **WHEREAS**, on August 13, 2019, and in order to address impacts from large-scale hotels  
9 with certain accessory uses utilized by the general public, the Town Commission directed staff to  
10 evaluate and prepare an ordinance restricting hotel accessory uses within the H40 District south of  
11 93<sup>rd</sup> Street; and

12       **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,  
13 held its hearing on the proposed amendment on \_\_\_\_\_, 2019 with due public notice and  
14 input; and

15       **WHEREAS**, the Town Commission held its first public hearing on September 10, 2019 and  
16 recommended \_\_\_\_\_ of the proposed amendments to the Code of Ordinances having  
17 complied with the notice requirements by the Florida Statutes; and

18       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on  
19 these regulations as required by law on \_\_\_\_\_, 2019 and further finds the proposed  
20 change to the Code necessary and in the best interest of the community.

21  
<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.



NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by  
this reference:

**Section 2. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside  
Town Code of Ordinances is hereby amended and shall read as follows<sup>1</sup>:

**Sec. 90-41. Regulated uses.**

(a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district  
in which they are located and are deemed to be consistent with the comprehensive plan.  
These uses are permitted as of right, subject to the required permits and procedures  
described in this section. Permitted uses require final site plan review and approval for  
compliance with the standards applicable to a particular permitted use as provided in this  
zoning code.

(b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use  
in this chapter shall be established until after the person proposing such use has applied for  
and received all required development permits.

(c) Table—Regulated uses.

\* \* \*

|              | H30A | H30B | H30C | H40              | H-120 | SD-B40 |
|--------------|------|------|------|------------------|-------|--------|
| Lodging Uses |      |      |      |                  |       |        |
| Hotel        | -    | -    | -    | P(7) <u>(31)</u> | P(7)  | -      |
| Suite-Hotel  | -    | -    | -    | P(7) <u>(31)</u> | P(7)  | -      |

Key: P: Permitted    Blank: Not Permitted    (#): Refer to Notes    CU: Conditional Use

\* \* \*

(d) *Uses table notes.*

\* \* \*

<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

(7) Subject to the limitations set forth in Section (31) below for H40 hotel and suite-hotel properties south of 93 Street, may provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel.

\* \* \*

(31) Limitations on accessory uses in H40 District for hotel and suite-hotel properties south of 93<sup>rd</sup> Street: hotels and suite-hotels may include beauty/personal services, restaurant, coffee shop, bar or lounge, gift and sundry shops and health spas providing services solely for use by registered hotel guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window, exterior advertising or evidence of such facilities from outside the hotel. No meeting space or banquet facilities shall be permitted.

\* \* \*

**Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 5. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

**Section 7. Effective Date.** This ordinance shall become effective upon adoption.

**PASSED and ADOPTED** on first reading this 10th day of September, 2019.

**PASSED and ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

86 On Final Reading Moved by: \_\_\_\_\_

87

88 On Final Reading Second by: \_\_\_\_\_

89

90

91 **FINAL VOTE ON ADOPTION:**

92 Commissioner Barry Cohen \_\_\_\_\_

93 Commissioner Michael Karukin \_\_\_\_\_

94 Commissioner Tina Paul \_\_\_\_\_

95 Vice Mayor Daniel Gielchinsky \_\_\_\_\_

96 Mayor Daniel Dietch \_\_\_\_\_

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\_\_\_\_\_  
Daniel Dietch, Mayor

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102 **ATTEST:**

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\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

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107 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

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\_\_\_\_\_  
Weiss Serota Helfman Cole and Bierman, P.A.

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112

Town Attorney



# MEMORANDUM

ITEM NO. 4B3

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Sandra Novoa, MMC and Lilian Arango, Esq.

**Date:** September 10, 2019

**Subject:** **Amendment of Election Qualifying Dates Due to the March 17, 2020 Presidential Preference Primary**

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The Presidential Preference Primary (PPP) elections are scheduled to be held every four years on the third Tuesday in March. The Supervisor of Elections deadline to receive ballot information and documents for the 2020 PPP, is Saturday, November 30, 2019.

The Town of Surfside must amend Sec. 101. – Qualifying for Elected Office of the Town of Surfside Charter to comply with state and county regulation relating to the holding of the Florida 2020 PPP.

The Town Clerk's Office and the Town Attorney's office are proposing that for the Town of Surfside General Election scheduled for March 17, 2020, the qualifying dates are as follows:

Beginning on Friday, November 1, 2019 at 9:00am and ending on Friday November 22, 2019 at noon., with any amended qualifying petition (as otherwise permitted pursuant to section 101 of the Town Charter) to be filed by no later than Thursday, November 28, 2019 at noon.

Amending the Town's qualifying dates stipulated in the Town Charter will allow all candidates sufficient time to qualify in order to get their names on the March 17, 2020 ballot.

Commission direction: Town Administration recommends approval of this resolution to adhere to the State's 2020 Election Schedule.

Reviewed by DT

Prepared by SN

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 101, "QUALIFYING FOR ELECTED OFFICE" OF THE TOWN CHARTER PURSUANT TO SECTIONS 100.3605(2) AND 166.021(4), FLORIDA STATUTES, WITH LIMITED APLLICABILITY TO ESTABLISH QUALIFYING DATES AND SUPPLEMENTAL QUALIFYING DATES FOR THE TOWN'S MARCH 17, 2020 GENERAL ELECTION; PROVIDING FOR INCORPORATION INTO THE CHARTER; PROVIDING FOR CODIFICATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR NOTIFICATION TO MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 105(1) of the Town of Surfside (“Town”) Charter provides that the Town’s General Election for election of the Mayor and Town Commissioners shall be held on the “third Tuesday in March in every even numbered calendar year” and related qualifying periods are set forth in Section 101 of the Town Charter; and

**WHEREAS**, the Town's next General Election is scheduled for March 17, 2020; and

**WHEREAS**, pursuant to Section 103.101, Florida Statutes, the Presidential Preference Primary (the “Presidential Primary”) is scheduled to be held on the third Tuesday in March of each presidential election year; and

**WHEREAS**, the 2020 Presidential Primary is scheduled for March 17, 2020; and

**WHEREAS**, due to the 2020 Presidential Primary, the Town must consider changing its General Election date and/or related qualifying dates; and

**WHEREAS**, to retain the Town’s March 17, 2020 General Election date, the qualifying periods set forth in the Town Charter must be changed to accommodate the Miami-Dade County Elections Department (the “Department”) November 30, 2019 deadline by which names of candidates for the Town’s General Election must be provided to the Department; and

**WHEREAS**, pursuant to Sections 100.3605(2) and 166.021(4), Florida Statutes, municipalities are permitted to change, by ordinance, Charter provisions regarding, “the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates”; and

**WHEREAS**, the Town Commission finds that it is in the Town's best fiscal interest to retain its March 17, 2020 General Election date and change the related qualifying dates; and

38           **NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN**  
39 **OF SURFSIDE AS FOLLOWS:<sup>1</sup>**

40           **Section 1.    Recitals.** The above-stated recitals are true and correct and are incorporated  
41 herein by this reference.

42           **Section 2.    Qualifying Dates Changed.** That with regard to the Town's March 17,  
43 2020 General Election, the qualifying periods set forth in Section 101 of the Town Charter are  
44 hereby changed to establish a qualifying period to commence on Friday, November 1, 2019 at 9:00  
45 a.m. and end on Friday, November 22, 2019 at 12:00 p.m., with any amended qualifying petition  
46 (as otherwise permitted pursuant to Section 101 of the Town Charter) to be filed by no later than  
47 Thursday, November 28, 2019 at 12:00 p.m.

48           **Section 3.    Establishing End of Supplemental Qualifying Period.** That with regard  
49 to the Town's March 17, 2020 General Election, the end date for any supplemental qualifying  
50 period shall be Thursday, November 28, 2019 at 12:00 p.m.

51           **Section 4.    Incorporation into Charter.** The provisions of Section 2 of this Ordinance  
52 dealing with the limited change in qualifying dates for the Town's March 17, 2020 General  
53 Election, shall become and be made part of Section 101 of the Town's Charter, and all remaining  
54 language in the Charter dealing with qualifying for office not otherwise in conflict with and/or  
55 expressly referred to in this Ordinance shall apply to said March 17, 2020 General Election.

56           **Section 5.    Inclusion in the Code.** The provision of Section 3 of this Ordinance dealing  
57 with the establishment of a date by which the supplemental qualifying period shall end for the  
58 Town's March 17, 2020 General Election, shall become and be made part of Chapter 26 of the  
59 Town's Code of Ordinances.

60           **Section 6.    Authorization.** The Town Clerk is authorized to take all actions necessary  
61 to incorporate the provisions of this Ordinance into the Town Charter and Town Code in order to  
62 accomplish such intentions, and sections of this Ordinance may be implemented into the Charter  
63 and Code via footnote.

64           **Section 7.    Notification to Miami-Dade County.** The Town Clerk is directed, upon  
65 adoption of this Ordinance on second and final reading, to notify the Miami-Dade County  
66 Elections Department of the subject changes in qualifying dates and to transmit certified copies of  
67 this Ordinance to the Miami-Dade County Supervisor of Elections.

68           **Section 8.    Codification.** It is the intent of the Town Commission that the provisions  
69 of this ordinance shall become and be made a part of the Town's Charter and Code of Ordinances,  
70 and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance"  
71 may be changed to "section," "article," "regulation," or such other appropriate word or phrase in  
72 order to accomplish such intentions.

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

**Section 9. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 10. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 11. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the 10<sup>th</sup> day of September, 2019.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**On Final Reading Moved By:** \_\_\_\_\_

**On Final Reading Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



## MEMORANDUM

ITEM NO. 5A

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** New Travel, Transportation, and Meal Policy

The Town would like to adopt an updated, comprehensive Travel, Transportation, and Meal Policy for Town officials and Town employees, which provides specific guidance, regarding the policies and procedures to be used when seeking payment or reimbursement by the Town for travel, transportation and meals incurred during official Town business or duties.

Towards that end, a new Travel, Transportation and Meal Policy (the "Policy") has been drafted. Repealing of the prior travel-related Ordinance Section 2-28 of the Town Code, on second reading, will be considered at the September 10, 2019 Commission meeting.

The Town Commission is provided a Resolution to adopt a new Policy, which will be implemented immediately upon adoption. Administration does not expect additional staff or budgetary impacts to implement the new Policy.

The Town Administration seeks Town Commission direction on the attached Travel, Transportation, and Meal Policy and accompanying resolution.

Reviewed by: DT

Prepared by: JDG



**RESOLUTION NO. 19-\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, ADOPTING A TRAVEL,  
TRANSPORTATION AND MEAL POLICY FOR TOWN  
OFFICIALS AND EMPLOYEES; PROVIDING FOR  
AUTHORIZATION AND IMPLEMENTATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution No. 1690, adopted on March 8, 2005, the Town of Surfside (“Town”) Commission adopted a per diem and travel expense policy for Town officers and employees, which simply provided that the Town would pay U.S. General Services Administration’s adopted per diem rates and the IRS adopted mileage reimbursement rates in effect each year; and

**WHEREAS**, the Town wishes to adopt a comprehensive Travel, Transportation and Meal Policy for Town officials and employees, which provides specific guidance to officials and employees, as well as the Town Manager and Department Directors, regarding the policies and procedures to be used when seeking payment or reimbursement by the Town for travel, transportation and meals incurred during official Town business or duties; and

**WHEREAS**, the adoption of the Travel, Transportation and Meal Policy, in substantially the form attached hereto as Exhibit “A” (“Policy”), is authorized under the Municipal Home Rule Powers Act (Section 166.021, Florida Statutes) and Section 2(b), Article VIII, of the State Constitution, and is consistent with the policy and practice of many municipalities who adopt such policies; and

**WHEREAS**, the Town Commission finds that it is in the Town’s best interests and its officials and employees to adopt the attached Policy, substantially in the form attached hereto as Exhibit “A.”

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

**Section 1. Recitals Adopted.** The foregoing whereas clauses are true and correct and are incorporated herein by this reference.

**Section 2. Approval and Adoption of Policy.** The Policy, in substantially the form attached hereto as Exhibit “A”, is approved, subject to such changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality.

**Section 3. Authorization and Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Policy.

**Section 4. Repeal of Conflicting Resolutions and Policies.** Resolution No. 1690, and any resolutions and policies or parts thereof in conflict herewith, are hereby repealed.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2019.

Motion by \_\_\_\_\_.

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

Town of Surfside  
Travel, Transportation, and Meal Policy

**1-1. POLICY.**

It is the policy of the Town of Surfside to pay for all reasonable and necessary expenses associated with travel, transportation, and meals resulting from an employee's, elected official's, or other Town Manager authorized person's attendance at any meeting, seminar, conference, or convention which has been properly approved as having a demonstrated public purpose, benefit to the Town or in the course of official Town business. Excepted from this policy are expenses deemed necessary by the Police Chief for undercover police work. The Town Manager may make reasonable exceptions to this Policy when it is deemed in the Town's best interests to do so.

**1-2. SCOPE.**

This operating procedure applies to all employees of the Town of Surfside (Town) as well as all elected and appointed officials or other Town Manager authorized person.

**1-3. PROCEDURE.**

1. Types of Authorized Travel

- a. Class A Travel - Continuous travel of twenty-four (24) hours or more away from Town Hall. The travel day for Class A travel shall be a calendar day (midnight to midnight). Class A travel shall include any assignments on official business outside of the routine regular office hours of the employee or official and away from the regular place of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved as provided within this Policy.
- b. Class B Travel - Continuous travel of less than twenty-four (24) hours which involves overnight absences from Town Hall. The travel day for Class B travel shall begin at the same time as the travel period and shall include any assignments on official business outside of the routine regular office hours of the employee or official. Class B travel shall include any assignments on official business outside of the regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved as provided within this policy.
- c. Class C Travel - Travel for short or day trips where the traveler is not away from the Town Hall overnight. Class C travel may receive allowance for meals as provided in this policy.

## 2. Travel Authorization

- a. Travel will be authorized for official Town of Surfside business purposes only.
- b. All travel subject to reimbursement must be approved **in advance** by the Department Director of the department to which the travel is to be charged and the Town Manager or designee.
- c. Authorization for Class A and B travel for Department Directors must be approved by the Town Manager or designee in advance.
- d. Class A and Class B travel overnight within the State of Florida will not normally be authorized for locations less than sixty (60) miles (based on the State of Florida Official Highway Mileage map, Google Maps, or similar system) from Town Hall. Under special circumstances (e.g., events/activities after 5 p.m., required preparation work after 5 p.m.) when through reasonable travel employees cannot return to Town Hall or their home by 7:00 p.m., or other similar extenuating circumstances, Department Directors may request overnight travel by advance written authorization through the Town Manager or designee. The request must be made on the "Town of Surfside Request for Travel and Final Cost of Travel Form" found in Appendix A of this Policy. The request must include the name of employee to travel (one form is to be used for each employee), purpose of the travel, period of travel, costs of travel, necessity of travel, distance from Town Hall, and the reason the employee needs to stay overnight.

## 3. Reimbursement of Travel Expenses

- a. Reimbursement of travel expenses will be made in accordance with all Town of Surfside policies, Florida Statutes, and the Internal Revenue Code of the United States of America. Travel expenses of travelers will be limited to those expenses necessarily incurred by them in the performance of the authorized public purpose or official Town business. Reimbursement of travel expenses must be requested on the "Town of Surfside Request for Travel and Final Cost of Travel Form" (Appendix A).

## 4. Seminars and Conferences

- a. Seminars, conferences, and other events must be authorized by the Department Director (or Town Manager, where appropriate). Seminars and conferences to be attended must be directly related to the training and development of the employee, public official or for the Town's benefit.
- b. The Mayor and Town Commissioners shall be reimbursed for their attendance at the following conferences or events which shall be pre-approved:
  1. National League of Cities Conference
  2. Florida League of Cities Conference
  3. Annual Dade Days
  4. Miami-Dade League of Cities Meetings (Mayor and Town Commission Designee)

5. Annual National Association of Latino Elected and Appointed Officials (NALEO) Conference
6. Tallahassee, State of Florida's capital, for lobbying on behalf of the Town

All other conferences or seminars require approval of the Town Commission. Further, all conferences or seminars where more than three (3) members desire to attend require Commission approval.

- c. Expenditures for seminar and conference registration fees may be made by a Town of Surfside purchasing card or may be requested through the Finance Department in advance and after proper authorization. Payment of required expenses must be made payable directly to the vendor. Per Diem amounts will be paid directly to the employee.
- d. The Town of Surfside recognizes that there are times when seminar and conference fees cannot be paid in advance. When fees are paid at registration by the employee, expenditures can be reimbursed with proper approval. An explanation of why fees could not be or were not paid in advance must accompany the request for reimbursement.

## 5. Lodging

- a. Expenditures for accommodations/lodging may be made by a Town purchasing card, requested, after proper authorization, through the Finance Department in advance, or reimbursed based on actual cost after the travel period. Use of a Town purchasing card is the preferred method.
- b. Accommodations/lodging will be paid at lowest rate possible and must be substantiated by paid bills. The actual receipt or bill must be attached to the final Travel Form. Employees may choose to upgrade their lodging from basic occupancy, but must pay for upgrades themselves. Employees will not be required to share rooms.
- c. When seminars or conferences provide a variety of lodging that can be used, employees should first choose the lodging at or closest to the event. This Policy recognizes the qualitative value of staying close to the source of the event and its participants. If lodging isn't available at the same location as the event, lodging will be booked at the most economical hotel nearest the event. Any deviation will require prior approval by the Town Manager. Employees may choose to upgrade their lodging to more expensive accommodation, but must pay for upgrades themselves.
- d. The Town is generally exempt from taxes and the employee should request a copy of the Town's tax-exempt certificate from the Finance Department before departure. Taxes which are charged to the employee because they do not present a copy of the Town's tax-exempt certificate will not be reimbursed. Exception: When an employee travels outside the State of Florida, taxes charged may be reimbursable. To be exempt from taxes, the payment must be by a Town-issued purchasing card or check, accompanied by the Town's tax exemption certificate.

## 6. Meals

- a. Meals and tips for other than local travel are limited to a per diem payment equivalent to the prevailing per diem established by the Internal Revenue Code Continental U.S. (CONUS) rate, (website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals and incidental expenses, (which may be reduced proportionately for partial days or meals otherwise provided during the travel.) The per diem amount is inclusive of all meals, drinks, tips, and any other miscellaneous daily expenses that will be incurred by the traveler. Employees are not required to submit meal receipts when being reimbursed on a per diem basis.
- b. Per diem will be reduced by one-third each if the employee begins travel status after 8:00 a.m. and/or ends travel before 7:00 p.m. Additionally, all meals otherwise provided for, excluding “continental” breakfasts, will reduce per diem payments by one-third. The Town recognizes that “continental” breakfasts are generally snacks items occasionally provided during events.
- c. No allowance will be made for meals when travel is confined to the Town of Surfside, or immediate vicinity (a 60-mile radius from Town Hall) except when specifically authorized by the Town Manager upon finding that the meal facilitates Town business. Meals reimbursed under this Policy must be accompanied by the itemized receipt (which identifies each item purchased and the record of payment, whether by cash or credit card) and a Meal Reimbursement Form (Exhibit B).
- d. This Policy prohibits reimbursement for meals that are included or provided at a convention, conference, or seminar registration, where the fees have been paid by the Town of Surfside or any other organization. An allowance may be made due to dietary issues.
- e. This Policy prohibits reimbursement for any meal that is included or provided in the fees or expenses for transportation paid by the Town of Surfside or any other organization, (e.g., airline meals, meals on trains, etc.).
- f. This Policy prohibits use of a Town purchasing card to purchase meals where travel money, that may include per diem advances, has been made.

## 7. Transportation

- a. All travel must be by the most economical route. When determining transportation, employees or officials will not be unduly inconvenienced to reduce costs. Employees must choose the basic coach fare, but may pay for upgrades themselves.
- b. When planning travel, the Department Director should designate the most economical method of travel as noted above. The following considerations should be given for all trips or travel:
  1. The nature of the official business.
  2. The most efficient and economical means of travel (considering time of the traveler,

cost of the transportation, and per diem or subsistence required).

3. The number of persons making the trip and the amount of equipment or material to be transported.
- c. Commercial vehicle or air carrier for travel must be approved in advance and payment made payable to the vendor or reimbursed after the travel period. Use of a Town purchasing card is the preferred method.
- d. When traveling by vehicle, publicly-owned vehicles should be used in lieu of the use of a privately-owned vehicle whenever possible. When travel is authorized for a privately-owned vehicle, the employee will be entitled to a mileage allowance which will be made at the amounts and limits set by the Internal Revenue Code of the United States of America. The mileage rate is set by the IRS each January 1st. For example, the 2019 rate is \$0.58 per allowed mile. All expenses (including repairs, maintenance, etc.) pertaining to the usage of a privately-owned vehicle, other than tolls and parking, are included in the mileage reimbursement rate. Employees who are provided a car allowance or similar stipend will not be reimbursed for travel within 60 miles of Town Hall. Travel exceeding this distance will be eligible for mileage rate reimbursement.
- e. Vehicles may be rented for remote or emergency travel, subject to the following:
  1. The location of the meeting, seminar, conference, or convention is different than that of the lodging accommodations; or
  2. The rental of the automobile is less expensive than other forms of transportation to or from the lodging or meeting.
  3. Mileage will be reimbursable from the Town Hall to the point of destination unless the point of origin is closer. Mileage will be determined using any commonly available mapping tool, but the Finance Department retains the authority to determine the appropriate distance for reimbursement purposes.
  4. Whenever possible, carpooling should be utilized to minimize the cost of travel. When more than one Town of Surfside employee is traveling to a conference, meeting, or any official business, transportation should be shared and the Town's cost minimized.

#### 8. Parking and Tolls

Payments will be allowed for parking and tolls provided that the costs are documented and reasonable. Parking at departing airports will be reimbursed only to the extent of the cost of taxi/rideshare fare from the Surfside Town Hall to the Airport and back to Surfside Town Hall. Transfers from the airport to the destination hotel may be advanced if properly documented.

#### 9. Insurance

No insurance will be allowed as a reimbursable travel or transportation expense. Employees or

officers who choose to use their personal vehicle must carry adequate insurance coverages. The Town will also maintain hired and non-owned automobile coverages for employees driving vehicles while performing Town-related activities. Persons driving any car while conducting Town business should carry with them the Town's insurance card.

#### 10. Other Expenses

- a. Incidental travel expenses may be reimbursed, with proper receipts and documentation. These include, but are not limited to:
  1. Taxi/Rideshare fare
  2. Official Town of Surfside business communication, e.g. telephone or fax expenses
  3. Convention/conference fees for attending events that are not included in the basic registration fee that directly enhance the public purpose and official Town of Surfside business of the attendee (e.g. additional educational classes/sessions, conference meals.). It will be the responsibility of the attendee to substantiate that the charges were proper and necessary.
  4. The Town will reimburse airline fees for one (1) checked bag only for Town business travel occurring for a week or less. For Town business travel occurring for more than seven (7) days, the Town will reimburse fees for two (2) checked bags. The Town will reimburse the cost of bags needed to transport official Town business materials, (e.g., exhibitor materials). Reimbursement for the bag(s) is limited to the airline's standard checked baggage fee and the Town will not pay additional fees for oversize or overweight bags, except if assessed on any of the actual Town owned materials (e.g., exhibitor materials).
- b. Expenses that are not reimbursable include, but are not limited to:
  5. Tips, Bellhop assistance (tips are included in the per diem payment amounts).
  6. Movie rentals in hotel/motel rooms
  7. Parking tickets or traffic fines
  8. Communication/telephone charges that are not official Town of Surfside business
  9. Alcohol

#### 11. Compensable Travel Time.

- a. Travel time will be considered as compensable hours worked for non-exempt employees as outlined in the Town's personnel policies.



# EXHIBIT A

| Town of Surfside Request For Travel Advance and Final Cost of Travel Form  |  |  |                              |   |
|--|--|--|------------------------------|---|
| Department <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>  |  | Employee Name <span style="border-bottom: 1px solid black; display: inline-block; width: 250px;"></span> |                              |   |
| Travel Destination (City and State) <span style="border-bottom: 1px solid black; display: inline-block; width: 400px;"></span>   |  |  |                              |   |
| Begin Travel <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>  |  | End Travel <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>    |                              |   |
| Time                      Date   |  | Time                      Date   |                              |   |
| Describe below the nature of the meeting, seminar, conference or convention and justification for attending<br>(attach any brochure or printed media) <span style="border-bottom: 1px solid black; display: inline-block; width: 400px;"></span> |  |  |                              |   |
| PLEASE ATTACH ALL TRAVEL DOCUMENTATION AND RECEIPTS (EXCEPT MEALS)   |  |  |                              |   |
| Calculation of Costs:  | Procurement Card   | Payee Name / Vendor #  | Advance Request              | Final Cost  |
| Registration Fees :  | <input type="checkbox"/> Yes <input type="checkbox"/> No |  | \$0.00                       | \$0.00  |
| # of meals included: <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>   |  |  |                              |   |
| Early Registration Date for Discount <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>  |  |  |                              |   |
| Transportation:  | <input type="checkbox"/> Yes <input type="checkbox"/> No |  | \$0.00                       | \$0.00  |
| Auto Rental <input type="checkbox"/> Airfare <input type="checkbox"/>  |  |  |                              |   |
| Personal Auto <input type="checkbox"/> Town Auto <input type="checkbox"/>  |  |  |                              | REIMBURSED ON FINAL COST OF TRAVEL. SEE BELOW.  |
| Per Diem:  |  |  | \$0.00                       | \$0.00  |
| # of meals    x \$    per day  |  |  |                              |   |
| Lodging:   | <input type="checkbox"/> Yes <input type="checkbox"/> No |  | \$0.00                       | \$0.00  |
| # days    x \$    per day  |  |  |                              |   |
| Subtotal of Expenses:  |  |  | \$0.00                       | \$0.00  |
| Total Paid by Purchasing Card  |  |  | \$0.00                       | \$0.00  |
| Total Paid by Checks                      Account # <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>   |  |  | \$0.00                       | \$0.00  |
| Total Reimbursable Expense:  |  |  | \$0.00                       | \$0.00  |
| Other Charges Incurred During Travel:  |  |  |                              |   |
| 1. Tolls   |  | Attach Toll Receipt  |                              | \$0.00  |
| 2. Parking   |  | Attach Parking Receipt   |                              | \$0.00  |
| 3. Taxi/Ride Share   |  | Attach Receipt   |                              | \$0.00  |
| 4. Personal Auto                      # of Miles: <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>  |  | IRS Reimbursement Rate:  | \$                      0.58 | \$0.00  |
| 5. Town Auto    (Fuel Only)  |  | Attach Receipt   |                              | \$0.00  |
| Grand Total Reimbursable Expense:  |  |  |                              | \$0.00  |
| * Please Indicate Organization Name receiving payment if paid by procurement card. When requesting a check, state payee name and vendor number (verify address attached to vendor # is correct)  |  |  |                              |   |
| Employee's Signature <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>  |  | Advance Request  |                              | Final Cost  |
| Department Director <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>   |  | Date <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>          |                              | Date <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span> |
| Reviewer <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>  |  | Date <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>          |                              | Date <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span> |
| Town Manager <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>  |  | Date <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>          |                              |   |

**Exhibit B**

Town of Surfside Meal Reimbursement Form  
Required for Meals Not Paid from Per Dlem Amounts

**Business-Related Meal Reimbursement Form**

|   |  |
|---|--|
| <b>Name of Employee Paying:</b>           |  |
| <b>Name of Restaurant:</b>                |  |
| <b>Date of Meal:</b>                      |  |
| <b>Names of People At Meal:</b>           |  |
| <b>Business Purpose Advanced At Meal:</b> |  |

This form must accompany the charge receipt and the detail bill which itemizes each item of the meal. Alcoholic beverages cannot be reimbursed if they will ultimately be paid from Federal or State funds. Failure to provide this form with the required documentation will result in the cost of the entire meal being added to you gross income. You will be responsible for the income tax, the employer's share of payroll taxes, as well as your share of payroll taxes.

Employee Signature: \_\_\_\_\_

Department Head Signature (if different) \_\_\_\_\_



# MEMORANDUM

ITEM NO. 5B

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Solid Waste Services Special Assessment Final Rate Resolution

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Ordinance No. 2018-1687 ("Assessment Ordinance") authorized the imposition and collection of annual Solid Waste Service Assessments for Solid Waste collection, disposal, and recycling services against residential Assessed Property within the Town. The Town annually specially assesses residential properties of four (4) units or less per parcel for the cost of solid waste services received during the fiscal year. This assessment process uses the property tax bill as the billing and collection method for the revenue needed to pay for the services the residents receive. The Town could elect to bill and collect for these services instead of using the property tax method, but the cost would be more to do so and the collection of money would likely not be as great. Residents are accustomed to this process. The Town bills other properties, including residential parcels that have more than four (4) units, for commercial solid waste services. This billing is done by the Town's Finance Department.

On July 9, 2019, the Town adopted Preliminary Rate Resolution No. 2019-2603 initiating the annual process for updating of the Solid Waste Assessment roll and directing the re-imposition of assessments for the Fiscal Year beginning October 1, 2019. Resolution No. 2019-2603 also set a public hearing date of September 10, 2019. A notice of this public hearing was published on or before August 20, 2019, at least 20 days prior to this final hearing held on September 10, 2019, and also mailed (if applicable and as required by Florida law) to only those property owners who have been added to the roll since the last fiscal year.

Pursuant to the Assessment Ordinance, the Town is required to adopt a final Annual Rate Resolution for Fiscal Year 2019/2020. The attached Annual Rate Resolution confirms the Preliminary Rate Resolution, sets the rate of assessments, approves the assessment roll, and directs and authorizes the method of collection. In accordance with the Assessment Ordinance, this public hearing is being held to allow citizen comments prior to the adoption of the final Annual Rate Resolution and assessment roll.

The proposed Annual Rate Resolution for Fiscal Year 2019/2020 establishes an assessment rate of \$318.67 per residential dwelling unit. The rate represents a 0% increase from the prior year's solid waste assessment. The Annual Rate Resolution contains the same rate as that adopted in the Preliminary Rate Resolution, which is \$318.67 per residential dwelling unit. The projected total revenue from this assessment for Fiscal Year 2019/2020 is \$350,000.00, which amount is lower than the amount estimated in the Preliminary Assessment Resolution of \$361,371.80. In addition to establishing a rate of \$318.67 per residential dwelling units for the coming fiscal year, the Resolution also establishes a maximum or not to exceed assessment rate of \$400.00 per residential dwelling units for future fiscal years, if needed, without the requirement to mail first class notices to all properties.

Once the Annual Rate Resolution is approved, the assessment roll will be provided to the property appraiser and tax collector for billing and collection on the property tax bills that typically are mailed out in November. Property owners that fail to pay any part of their property tax bill, including this assessment, could lose title to their property.

The Town Administration recommend that the Commission adopt the Annual Rate Resolution for Fiscal Year 2019/2020 in order to re-impose and collect the annual solid waste assessment.

Reviewed by: JDG

Prepared by LA

RESOLUTION NO. 19-\_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission (the "Commission") of Town of Surfside, Florida (the "Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, against certain residential Assessed Property within the Town;

**WHEREAS**, the imposition of a Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services, for each Fiscal Year is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Assessed Property;

**WHEREAS**, the Commission desires to reimpose an assessment program for Solid Waste management services, including collection, disposal and recycling services or programs, within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2019;

**WHEREAS**, the Commission, on July 9, 2019, adopted Resolution No. 2019-2603 (the "Preliminary Rate Resolution"), containing a brief and general description of the Solid Waste management services, including collection, disposal and recycling services, to be provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste management

services, including collection, disposal and recycling services or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance;

**WHEREAS**, in order to reimpose Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2019, the Ordinance requires the Town to adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Year, with such amendments as the Commission deems appropriate, after hearing comments and objections of all interested parties;

**WHEREAS**, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

**WHEREAS**, notice of a public hearing has been published and, as required by the terms of the Ordinance, mailed to each Owner of Residential Property (if any and as required by Florida law) proposed to be assessed notifying such Owners of their opportunity to be heard, an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

**WHEREAS**, a public hearing was held on September 10, 2019, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This Resolution is adopted pursuant to the provisions of the Solid Waste Management Services Assessment Ordinance (Ordination No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final

Assessment Resolution (Resolution No. 2018-2534), Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

**SECTION 2. DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the Preliminary Rate Resolution.

**SECTION 3. REIMPOSITION OF SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste management services, including collection, disposal and recycling services, described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Town will be benefited by the Town's provision of Solid Waste management services, including collection, disposal and recycling services or programs, in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste management services, including collection, disposal and recycling services, to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2019, the Solid Waste Cost has been revised since the adoption of the Preliminary Rate Resolution to \$350,000.00 and shall be allocated among all parcels of Assessed Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$318.67 for solid waste collection, disposal and recycling services is hereby imposed for each Dwelling Unit. Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) For future fiscal years, as authorized in Section 2.08 of the Ordinance, a maximum assessment rate of \$400.00 per Dwelling Unit for solid waste management services, including collection, disposal and recycling services, is hereby approved. This amount can be imposed in future fiscal years without additional notice, but is not required to be imposed.

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Town shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) Such Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims,



until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Town Commission of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

(G) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

**SECTION 4. CONFIRMATION OF PRELIMINARY RATE RESOLUTION.** The Preliminary Rate Resolution is hereby confirmed.

**SECTION 5. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of September, 2019.

Motion by \_\_\_\_\_.  
Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen

\_\_\_\_\_

Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC,  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**APPENDIX A**

**AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Guillermo Olmedillo, who, after being duly sworn, depose and say:

1. Guillermo Olmedillo, as Town Manager of Town of Surfside, Florida (the "Town"), pursuant to the authority and direction received from the Town Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices (if any as required by Florida Law) in accordance with the Solid Waste Service Assessment Ordinance No. 2018-1687 adopted by the Town Commission (the "Assessment Ordinance") and in conformance with the Preliminary Rate Resolution No. 2019-2603 adopted by the Town Commission on July 9, 2019 (the "Preliminary Rate Resolution").

2. The Town's Finance Director, Jason Greene, has caused the any notices required by the Assessment Ordinance (if any and as required by Florida Law) to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. Jason Greene, Finance Director, has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the Town expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 20, 2019, delivered and directed the mailing of the above-referenced notices in accordance with the Assessment Ordinance and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Miami-Dade County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

---

Guillermo Olmedillo, affiant

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Guillermo Olmedillo, Town Manager, Town of Surfside, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Jason Greene, as Finance Director, Town of Surfside, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**APPENDIX B**  
**PROOF OF PUBLICATION**

## MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

TOWN OF SURFSIDE - NOTICE OF HEARING TO REIMPOSE  
AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE  
SPECIAL ASSESSMENTS - SEP. 10, 2019

SEE ATTACHED

in the XXXX Court,  
was published in said newspaper in the issues of

08/02/2019

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

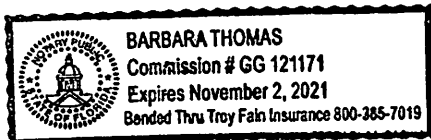
*Guillermo Garcia*

Sworn to and subscribed before me this  
2 day of AUGUST A.D. 2019

*Barbara Thomas*

(SEAL)

GUILLERMO GARCIA personally known to me







**TOWN OF SURFSIDE  
NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR  
COLLECTION OF SOLID WASTE SERVICE SPECIAL  
ASSESSMENTS**

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2019, against certain improved residential properties located within the incorporated area of the Town, to fund the cost of solid waste collection, disposal and recycling services provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 7:00 p.m. on September 10, 2019, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least 7 days prior to the date of the hearing.

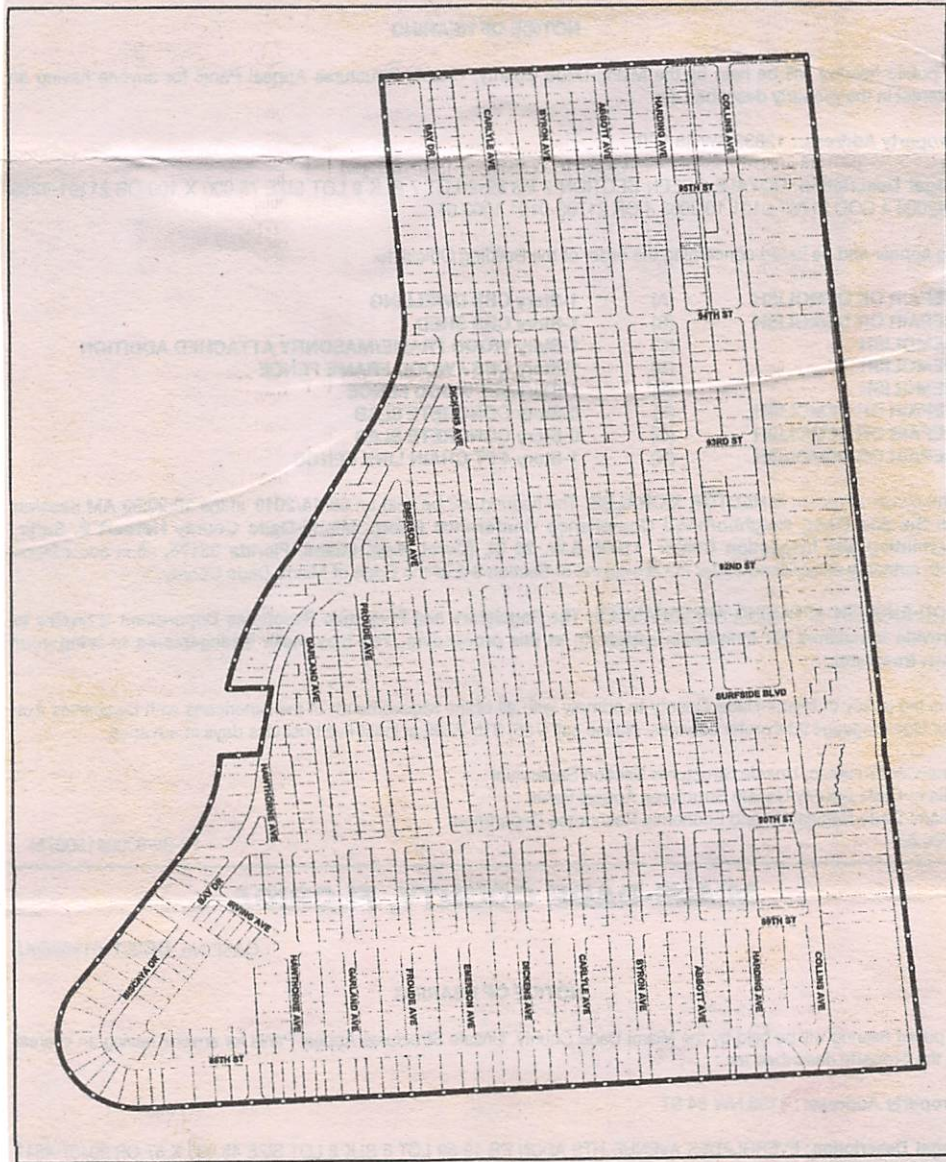
The total annual solid waste assessment revenue to be collected within the Town of Surfside for the upcoming fiscal year is estimated to be \$310,606.70. The rate of assessment for the upcoming fiscal year shall be \$318.67 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2019 and future fiscal years shall be \$400.00 per Dwelling Unit. Copies of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

If you have any questions, please contact the Town at (305) 861-4863, Ext. 226, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2019, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

2/3

TOWN COMMISSION OF  
TOWN OF SURFSIDE, FLORIDA



8/2

19-106/0000417078M

3/3

**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of Town of Surfside, Florida or the authorized agent of Town of Surfside, Florida (the "Town"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste management services (the "Non-Ad Valorem Assessment Roll") for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Miami-Dade County Tax Collector by September 15, 2019.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Miami-Dade County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF SURFSIDE, FLORIDA

By: \_\_\_\_\_  
Daniel Dietch, Mayor

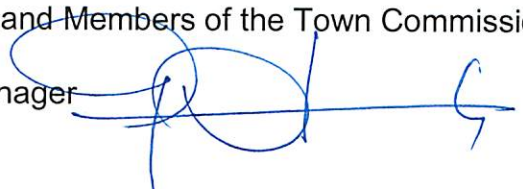
**[to be delivered to Tax Collector prior to September 15, 2019]**





## MEMORANDUM

ITEM NO. 5C

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** September 10, 2019  
**Subject:** American Flood Coalition Memorandum of Understanding

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The accompanying Memorandum of Understanding (MOU) outlines the initiative awarded to the Town and the commitment from both entities.


The MOU obligates the Town to appoint a representative to work on this matter with the American Flood Coalition and Atkins, including 3 to 4 hours a week, an initial project kickoff of 8 hours, and requires that the Town to provide certain data in GIS format and obtain data from utilities in GIS format.

As Sunny Isles Beach received the same award, there is some opportunity to work together on this.

Existing staff and a contracted representative from Calvin, Giordano & Associates will be required to assist on this initiative.

The Town Administration seeks approval of the accompanying Resolution approving the MOU.

Reviewed by

Prepared by 

**RESOLUTION NO. 2019- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND ADDENDUM WITH THE AMERICAN FLOOD COALITION FOR A FLOOD ADAPTATION ASSESSMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE MOU AND ADDENDUM FOR SUCH PURPOSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as a member of the American Flood Coalition, the Town of Surfside (“Town”) has been provided with the opportunity for a no-cost pilot program to conduct a Flood Adaptation Assessment using a city simulator tool developed by the firm of Atkins; and

**WHEREAS**, the Town wishes to enter into a Memorandum of Understanding (MOU) with the American Flood Coalition, and the attached Addendum, for such pilot program and the delivery of a Flood Adaptation Assessment, in substantially the form attached as Exhibit “A,”; and

**WHEREAS**, the Town Commission wishes to authorize the Town’s Manager to execute the MOU on behalf of the Town, together with the Addendum thereto, as deemed necessary by the Town Manager and Town Attorney; and

**WHEREAS**, the Town finds that this Resolution is in the best interest of the Town and will assist in the development of flood mitigation efforts and improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval.** The Town Commission hereby approves the MOU with the American Flood Coalition, and Addendum, in substantially the form attached hereto as Exhibit “A.” The Town Commission authorizes the Town Manager to execute the MOU and Addendum on behalf of the Town, together with such amendments s may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager and/or designee are authorized to take all action necessary to implement the MOU and the purposes of this Resolution.

**Section 4. Effective Date.** This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2019.

Motion by \_\_\_\_\_.  
Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

# **Memorandum of Understanding**

Between  
**American Flood Coalition**  
and  
**Town of Surfside, Florida**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the American Flood Coalition and the Town of Surfside, Florida (“Municipality”) to undertake a Flood Adaptation Assessment.

## **Background**

As a member of the American Flood Coalition, the Municipality has been provided with the opportunity for a no-cost pilot project to conduct a Flood Adaptation Assessment using the City Simulator Tool developed by Atkins (“Firm”).

The Atkins City Simulator Tool builds a virtual model of a community including buildings and infrastructure, based on the available GIS data. Once the virtual “city” is built, users simulate the “city” growing over time. The tool incorporates rainfall forecasts, sea level rise projections, and other disaster modeling to assess the vulnerability of the municipality to different types of flooding over time. Beyond inundation depth, trained users can select metrics such as productivity and dollars lost due to flooding, number of commutes affected, impact on natural assets, and more.

From there, the tool enables users to explore specific adaptation measures including policy and planning changes, physical countermeasures, and general infrastructure improvements. For example, an adaptation planning measure may consist of raising the required Finished Floor Elevation (FFE) in certain areas to 2 feet above the Base Flood Elevation (BFE) or raising a section of coastal roadway. The American Flood Coalition will work with the Municipality to decide on the set of adaptation measures to test. Municipalities will build an adaptation scenario, consisting of a series of these measures, which will be compared to a “do nothing” case across the selected metrics.

Based on this analysis, the municipality will be able to view a set of high-level options to address flood risk, along with a sense of relative effectiveness. The output of this tool will be provided in an agreed-upon format and constitutes the Flood Adaptation Assessment. This assessment will provide a foundation, from which the Municipality can undertake later efforts to engage the community and develop a roadmap to adapt to changing flood risks.



## **Roles**

For this project, the Municipality and the American Flood Coalition will each designate a representative, who will interact in the manner described below. The Firm will be responsible for the analysis and creation of final deliverable.

- **Role of American Flood Coalition.** The selected representative for the American Flood Coalition will serve as the Project Manager coordinating team members, ensuring deadlines are met, and acting as the central point of contact for the project. This representative will also work with the Municipality to decide exposure thresholds, metrics, and the set of adaptation measures to test. This selected representative will be Dr. Alec Bogdanoff for the American Flood Coalition.
- **Role of the Municipality.** The representative from the Municipality will work with the representative from the American Flood Coalition to provide data and other requested Municipality information; select adaptation measures, exposure thresholds, and metrics; and respond to other requests needed by the Firm to complete the assessment. The expected average time commitment from this representative is 3-4 hours a week. The selected representative will be Calvin, Giordano & Associates for the Municipality.
- **Role of the Firm.** The Firm will be responsible for the analysis and final deliverable. The Firm will provide a specific representative to be the main point of contact for both the Municipality and American Flood Coalition. The scope of the work of the Firm has been pre-arranged with the American Flood Coalition and any changes must be approved by the Municipality, American Flood Coalition, and Firm.
- **Notification of change in representative.** All parties will be notified if there is any change in the representative.
- **Responsiveness.** It is expected that each representative shall respond to a request of the other party within 2 business days. Should either representative be unavailable for more than 5 business days, an alternate representative will be designated with all authority as representative.

## **Activities**

This MOU will provide for the expectations of each party, and set a clear understanding of the required effort, data, and deliverables for each party with the goal of completing the pilot Flood Adaptation Assessment. This goal will be accomplished by undertaking the following activities:

- The Municipality will provide all data available and needed for the analysis in GIS format, including, but not limited to:
  - Parcels
  - Building Footprints
  - Digital Elevation Model (DEM)

- Stormwater System
- Wastewater System
- Public Critical Facilities
- Roads and Parking Lots
- Land Use
- Soils
- Zoning plan
- Capital Improvement Projects (CIP)
- Major business areas including ports, airports, Central Business Districts (CBD), etc.
- The Municipality will assist in obtaining the following data in GIS format, from the appropriate agency or utility:
  - Water Supply System
  - Power System
  - Telecommunications System
- The Project Manager will coordinate with the Municipality and Firm to determine the appropriate exposure thresholds, metrics (to evaluate benefit), and adaptation planning scenarios.

### **Deliverable**

The firm performing the analysis, in coordination with the American Flood Coalition, will be responsible for providing the final deliverable.

- **Content.** The deliverable will include a list of adaptation planning scenarios and associated benefits based on selected metrics, and cost estimates, if available.
- **Format.** This information will be provided as a PowerPoint presentation or different agreed upon medium that adequately details the results of the analysis. A report will not be provided.
- **Sharing.** The firm and American Flood Coalition will have the ability to share the deliverable. The deliverable will be the version approved by the Municipality.
- **Testimonial.** The Municipality, as appropriate, will be provided with the opportunity to share their experience, results, and outcomes in written or video format that can be used by all parties, including the firm.

### **Timelines and touchpoints**

- **6-8 week project duration.** Expected project timeline is 6-8 weeks once data has been received by the Firm, but may adjust based on data availability and responsiveness of the Municipality.
- **Project kickoff meeting.** Within 3 weeks of signing the MOU for the assessment, the project will begin with a kickoff meeting. This kickoff will include key

stakeholders and senior decision makers from the Municipality (i.e., Manager, Mayor, and others as needed). This kickoff will also include the project leads from the Firm and the contact from the American Flood Coalition. During the kickoff week, slightly greater time from municipal staff (~8 hours) will be needed.

- **Average of 3-4 hours of Municipal staff time per week.** While the pilot process is largely conducted by the Firm, an average of 3-4 hours of time per week will be required by the Municipal representative. Greater time investment will be required during the kickoff, at the midpoint when adaptation measures are selected, and at the end as the deliverable is finalized.
- **Bi-weekly status calls.** A bi-weekly status call will be scheduled at the outset of the project and will continue throughout the project. The selected representative from the American Flood Coalition and Municipality will be present on the call, along with appropriate staff for both parties, and the firm performing the analysis, if needed.

### **Cost**

The Flood Adaptation Assessment will be provided to the Municipality at no cost.

### **Other Considerations**

This MOU and project, in no way, precludes the municipality from working with either the Firm or American Flood Coalition on any other project or activity.

### **Duration of MOU**

This MOU is at-will and may be modified by mutual consent of authorized officials from the American Flood Coalition and the Municipality. This MOU shall become effective upon signature by the authorized officials from the American Flood Coalition and the Municipality and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from American Flood Coalition and the Municipality this MOU shall end on September 30, 2019.

### **Disclaimer of Liability**

All parties (American Flood Coalition, Town of Surfside, and Atkins) specifically DISCLAIM LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES and assume no responsibility or liability for any loss or damage suffered by any person as a result of the use or misuse of any of the information or content provided under this Memorandum of Understanding and its deliverables.

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Signature

Date

**For: American Flood Coalition**

Melissa Roberts

Executive Director

1342 Florida Ave NW

Washington, DC 20009

P: (833) 827-5224

E: melissa@floodcoalition.org

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Signature

Date

**For: Town of Surfside, Florida**

Guillermo Olmedillo

Town Manager

9293 Harding Avenue

Surfside, FL 33154

P: (305) 861-4863

E: golmedillo@townofsurfsidefl.gov

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN  
OF SURFSIDE, FLORIDA AND  
AMERICAN FLOOD COALITION**

**THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING** (“Addendum”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town”) and **AMERICAN FLOOD COALITION** (hereinafter referred to as “American Flood Coalition”).

**WITNESSETH:**

**WHEREAS**, the Town and American Flood Coalition wish to enter into certain Memorandum of Understanding for a Flood Adaptation Assessment (“Services”) Memorandum of Understanding attached hereto and incorporated herein by reference (hereinafter the “MOU”); and

**WHEREAS**, the Town and American Flood Coalition wish to amend the MOU to add and provide for insurance requirements and compliance with Chapter 119, Florida Statutes (Florida Public Records Law).

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and American Flood Coalition desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the MOU, as follows:

1. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the MOU unless otherwise provided.

2. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.

3. **Insurance.**

3.1 American Flood Coalition shall secure and maintain throughout the duration of this MOU insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of American Flood Coalition’s insurance and shall not contribute to American Flood Coalition’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 3 and may be increased by the Town as it deems necessary or prudent.

- 3.2 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of American Flood Coalition shall be allowed to provide Services pursuant to the MOU who is not covered by Worker's Compensation insurance.
- 3.3 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 3.4 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than five (5) days prior to the execution of the MOU by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. American Flood Coalition shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the MOU, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the MOU and shall state that such insurance is as required by the MOU. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 3.5 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of American Flood Coalition in performance of the MOU. American Flood Coalition's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the American Flood Coalition's insurance. The American Flood Coalition's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

3.6 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. American Flood Coalition shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.7 The provisions of this section shall survive termination of the MOU.

4. **Ownership and Access to Records; Public Records.** Notwithstanding anything to the contrary in the MOU, the MOU and all deliverables and services provided by American Flood Coalition are subject to Florida's Public Records Law (Chapter 119, Florida Statutes), including but not limited to the following:

4.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from American Flood Coalition providing the Services to the Town under the MOU shall be the property of the Town.

4.2 American Flood Coalition agrees to keep and maintain public records in its possession or control in connection with American Flood Coalition's performance under the MOU. American Flood Coalition additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. American Flood Coalition shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the MOU, and following completion of the MOU until the records are transferred to the Town.

4.3 Upon request from the Town custodian of public records, American Flood Coalition shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4.4 Upon completion of this MOU or in the event of termination by either party, any and all public records relating to the MOU in the possession of American Flood Coalition shall be delivered by American Flood Coalition to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by American Flood Coalition shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this MOU, American Flood Coalition shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

4.5 Any compensation due to American Flood Coalition shall be withheld until all records are received as provided herein.

4.6 American Flood Coalition failure or refusal to comply with the provisions of this section shall result in the immediate termination of the MOU by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**IF AMERICAN FLOOD COALITION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: SANDRA NOVOA, MMC,  
TOWN CLERK**

**Mailing address: 9293 Harding Avenue  
Surfside, Florida 33154**

**Telephone number: 305-887-9541**

**Email: [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)**

5. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same MOU.

6. **Ratification; Addendum Controls.** Except as expressly amended herein, all of the terms and provisions of the MOU remain unmodified and in full force and effect. In the event of any conflict between the terms of the MOU and the terms of this Addendum, the terms of this Addendum shall govern as necessary to resolve any such conflict.

7. **Notices/Authorized Representatives.** The following provision is added to the Agreement: Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside  
Town Manager  
9293 Harding Avenue  
Surfside, Florida 33154



With a copy to: Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

For American  
Flood Coalition: American Flood Coalition  
1342 Florida Avenue NW  
Washington, DC 20009  
Attn: Melissa Roberts, Executive Director

8. **Compliance with Laws.** American Flood Coalition shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the deliverables or services under the MOU, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the MOU.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

|  |   |
|--|---|
| <p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>  | <p><b>TOWN:</b></p> <p><b>TOWN OF SURFSIDE, FLORIDA</b>, a Florida municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
| <p><b>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</b></p> <p>_____</p> <p>Town Attorney</p> |   |
|  | <p><b>AMERICAN FLOOD COALITION</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>   |
|  |   |



# MEMORANDUM

ITEM NO. 5D

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Employee Health Benefits Contract Renewal for FY 2019-2020

The contract with Unitedhealthcare (Health), Guardian (Dental and Vision), and Mutual of Omaha (Life, Short-Term Disability and Long Term-Disability) will expire on September 30, 2019.

Adams Benefit, the Town's insurance agent of record for employee health, disability, life, dental, vision and all other related benefit programs was directed by staff to renegotiate the existing plan or find an acceptable alternative plan from another carrier, with the goal of keeping the cost increase to the lowest level possible while minimizing the impact to our employee coverage.

Staff reviewed proposals from Neighborhood Health, Aetna, Humana, Blue Cross Blue Shield, Cigna and Unitedhealthcare. All proposals were analyzed and it was determined that renewing the contract with Unitedhealthcare and allowing Surfside employees to select either a traditional plan or a high deductible health plan (HDHP) is the best option.

Unitedhealthcare's proposal represents a 9.7% rate increase. The rate increase includes the broker fee arrangement with Adams Benefit. Mutual of Omaha rates for life, short/long term disability did not change from FY 2016-2017 rates (rates were locked for three years and they opted not to increase them for the upcoming fiscal year). Guardian's rates for dental and vision coverage did not change from FY 2017-2018 rates.

## SUMMARY BENEFIT RECAP:

1. Health Insurance Coverage: The employee share per pay period for employee coverage will remain at \$0 if the HDHP coverage is selected. The employee share per pay period for employee coverage for the traditional plan will be \$34.66.

The employee share per pay period for employee and family coverage (HDHP) will remain at \$177.00. The employee share per pay period for employee and family coverage (traditional plan) will be \$281.18.

For the recommended High Deductible Health Plan, a card will be issued to employees who select this option. The Town will fund up to \$1,500 for employee coverage and up to \$3,000 for family or dependent coverage to assist with the calendar year deductible of the plan as approved for the last six (6) years. This would equate to a total estimated annual cost of \$168,000. Any funds not utilized by the end of the upcoming fiscal year will be reserved for future use by the Town in stabilizing rates to the Town and its employees. For FY 2017-2018, the amount expended was \$70,000 under the budgeted amount.

The Health Reimbursement Arrangement (HRA) card can be utilized for co-pays, deductibles, lab fees, prescriptions, and over-the-counter medications.

2. Dental Insurance Coverage: The dental HMO and PPO plan will continue to be offered through Guardian. The employee share per pay period for dental HMO employee coverage will remain at \$0. The employee share per pay period for employee PPO coverage will remain at \$7.74, the same as FY 2018-2019.

The employee share per pay period for employee and family dental HMO coverage will remain at \$12.49, the same as FY 2018-2019. The employee share per pay period for employee and family dental PPO coverage will remain at \$62.61, the same as FY 2018-2019.

3. Life insurance Coverage: The Town will continue to provide Life and Disability coverage to all full-time employees. The rates will remain the same as FY 2018-2019.

The retiree life insurance coverage with a life benefit of \$15,000 will remain at \$1.25 per thousand, the same rate as FY 2018-2019.

4. Employee Assistance Program: The Town will continue to provide an Employee Assistance Program (EAP) fully integrated with Mutual of Omaha to confidentially help employees and their covered dependents who experience personal or job-related concerns.

5. Flexible Spending Arrangement: The Flexible Spending Arrangement (FSA) benefit services and the Health Reimbursement Arrangement will continue to be managed by Asure Software (formerly known as Mangrove).

The Flexible Spending Arrangement provides tax benefits to employees electing this service.

6. COBRA: The COBRA administration will be provided by Asure Software.

The contract cost for health care (Town plus employee contribution) is estimated at \$1,544,000 which includes \$168,000 for the Health Reimbursement Account (HRA) to cover employee deductions and copayments. The contract amount is \$77,000 lower than identified in the July preliminary budget.

It is recommended that the Town Commission adopt the attached resolution approving the group health with Unitedhealthcare, dental and vision coverage with Guardian, term life insurance, accidental death, short-term disability and long-term disability with Mutual of Omaha, and the flexible spending, HRA administration, and COBRA with Asure Software. The Benefits Summary for each carrier is included in the package, (Attachment A to the Resolution).

Reviewed by



Prepared by



Renewal Analysis - Benefit & Premium Illustration

Page 614

| United Health Care                                     |                                     |                                |   |
|--|-------------------------------------|--------------------------------|---|
|  | AQPY (Legacy INS 2019-Trad.) Rx 125 |                                | AHM8 (Legacy INS 2019-H.S.A.) Rx 125-H.S.A. |
|  | In-Network                          | In-Network                     | Out-Network                                 |
| Debitble   | \$1,000 Ind.<br>\$2,000 Family      | \$1,500 Ind.<br>\$3,000 Family | \$5,000 Ind.<br>\$10,000 Family             |
| Co-Insurance   | 80%                                 | 90%                            | 50%   |
| Physicians Office                                      | \$25 co-pay                         | 10% after ded                  | 50% after ded                               |
| Specialist Office                                      | \$50 co-pay                         | 10% after ded                  | 50% after ded                               |
| Inpatient Hospital                                     | 20% after ded                       | 10% after ded                  | 50% after ded                               |
| Out-Patient Surgery                                    | 20% after ded                       | 10% after ded                  | 50% after ded                               |
| Out-Patient Minor Diagnostic                           | No charge                           | 10% after ded                  | 50% after ded                               |
| Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT) | 20% after ded                       | 10% after ded                  | 50% after ded                               |
| Emergency Room   | \$350 co-pay                        | 10% after ded                  | 10% after ded                               |
| Urgent Care Center                                     | \$100 co-pay                        | 10% after ded                  | 50% after ded                               |
| Prescription Drugs                                     | \$10/\$35/\$60                      | CYD: \$10/\$35/\$60            |   |
| Out of Pocket Maximum                                  | \$3,500 Ind.<br>\$7,000 Family      | \$4,000 Ind.<br>\$6,000 Family | \$10,000 Ind.<br>\$20,000 Family            |
| Provider Search  | www.uhc.com                         |                                |   |

|                                | Current                            |                                    | Renewal                             |                                      |              |              |
|--------------------------------|------------------------------------|------------------------------------|-------------------------------------|--------------------------------------|--------------|--------------|
|                                | AQPY (Legacy INS 2018-Trad) Rx 125 | AQPY (Legacy INS 2019-Trad) Rx 125 | AHM8 (Legacy INS 2018-H.S.A) Rx 125 | AHM8 (Legacy INS 2019-H.S.A.) Rx 125 |              |              |
| Employee                       | 10 \$                              | 620.86 \$                          | 681.02 \$                           | 43 \$                                | 545.29 \$    | 598.13 \$    |
| Employee + Spouse              | 2 \$                               | 1,490.55 \$                        | 1,634.98 \$                         | 7 \$                                 | 1,309.12 \$  | 1,435.98 \$  |
| Employee + Child(ren)          | 3 \$                               | 1,262.25 \$                        | 1,384.55 \$                         | 5 \$                                 | 1,108.61 \$  | 1,216.04 \$  |
| Employee + Family              | 6 \$                               | 1,970.08 \$                        | 2,160.98 \$                         | 16 \$                                | 1,730.29 \$  | 1,897.96 \$  |
| Monthly:                       | 21 \$                              | 24,796.93 \$                       | 27,199.72 \$                        | 71 \$                                | 65,839.00 \$ | 72,219.01 \$ |
| Total Monthly                  | 92 \$                              | 90,635.93 \$                       | 99,418.73 \$                        |                                      |              |              |
| Percentage Change from Current |                                    |                                    | 9.7%                                |                                      |              |              |

If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.  
Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

requirements and limitations.



Dental

| Dental - DMO          | Guardian |          |
|-----------------------|----------|----------|
|                       | Current  | Renewal  |
| Employee              | \$ 14.14 | \$ 14.14 |
| Employee + Spouse     | \$ 28.30 | \$ 28.30 |
| Employee + Child(ren) | \$ 36.75 | \$ 36.75 |
| Employee + Family     | \$ 52.06 | \$ 52.06 |

| PLAN BENEFITS SUMMARY |               |
|-----------------------|---------------|
| Office Visit Copay    | \$5           |
| Plan Type             | U30           |
| Deductible            | NONE          |
| Waiting Periods       | NONE          |
| Dependent Age Limit   | 26/26         |
| Annual Maximum        | UNLIMITED     |
| Network               | GUARDIAN (FL) |

Congratulations! Your Managed Dental Care product has renewed for a third or longer term and to thank you, your employees' general dentist office visit co-payment will now be paid by us\*.

\* Not valid for general dentist offices located in the states of MD, DC, VA, PA, DE and NV.

| Dental - PPO          | Guardian  |           |
|-----------------------|-----------|-----------|
|                       | Current   | Renewal   |
| Employee              | \$ 41.78  | \$ 41.78  |
| Employee + Spouse     | \$ 92.75  | \$ 92.75  |
| Employee + Child(ren) | \$ 114.45 | \$ 114.45 |
| Employee + Family     | \$ 160.66 | \$ 160.66 |

| PLAN BENEFITS SUMMARY    |                        |                |
|--------------------------|------------------------|----------------|
| Network                  | In-Network             | Out-of-Network |
|                          | Dental/Guard Preferred | None           |
| Coinsurance              |                        |                |
| Preventive               | 100%                   | 100%           |
| Basic                    | 90%                    | 80%            |
| Major                    | 60%                    | 50%            |
| Deductible               | \$50                   | \$50           |
| Waived for preventive?   | Yes                    | Yes            |
| Claim Payment Basis      | Fee Schedule           | UCR 90%        |
| Maximum                  | \$2,000                | \$2,000        |
| Orthodontia              | Included               |                |
| Lifetime Maximum         | \$1,500                |                |
| Coinsurance              | 50%                    |                |
| Maximum Rollover         |                        |                |
| Threshold                |                        | \$800          |
| Rollover Amount          |                        | \$400          |
| In-network only rollover |                        | \$600          |
| Max Rollover Limit       |                        | \$1,500        |
| Dependent Age Limit      |                        | 26/26          |

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations.

If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.

Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Vision

| VISION                | Guardian |          |
|-----------------------|----------|----------|
|                       | Current  | Renewal  |
| Employee              | \$ 7.23  | \$ 7.23  |
| Employee + Spouse     | \$ 13.34 | \$ 13.34 |
| Employee + Child(ren) | \$ 13.97 | \$ 13.97 |
| Employee + Family     | \$ 20.92 | \$ 20.92 |

| DAVIS<br>VOLUNTARY VISION                            |            |                |                           |
|--|------------|----------------|---------------------------|
| This plan is currently offered for Insurance Class 1 |            |                |                           |
| PLAN BENEFITS SUMMARY                                |            |                |                           |
|  | In-Network | Out-of-Network | Frequency                 |
| Exam Copay   | \$10       | \$10           | Once per Calendar Year    |
| Exam Allowance                                       | 100%       | \$50           | Once per Calendar Year    |
| Materials Copay                                      | \$25       | \$25           |                           |
| Base Lenses  |            |                |                           |
| Single Vision Allowance                              | 100%       | \$48           | Once per Calendar Year    |
| Bifocal Allowance                                    | 100%       | \$67           | Once per Calendar Year    |
| Trifocal Allowance                                   | 100%       | \$86           | Once per Calendar Year    |
| Lenticular Allowance                                 | 100%       | \$126          | Once per Calendar Year    |
| Contact Lenses                                       |            |                |                           |
| Elective Allowance                                   | \$130      | \$105          | Once per Calendar Year    |
| Therapeutic Allowance                                | 100%       | \$210          | Once per Calendar Year    |
| Frame Retail Allowance                               | \$130      | \$48           | Every Other Calendar Year |
| Materials Allowance                                  | N/A        | N/A            | N/A                       |

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.



## Town of Surfside

### Life and Disability

Life and Disability coverage with Mutual of Omaha is currently under rate guarantee.  
Next renewal is set for 10/1/2020.

## What is a benefit summary?

This is a summary of what the plan does and does not cover. This summary can also help you understand your share of the costs. It's always best to review your Certificate of Coverage (COC) and check your coverage before getting any health care services, when possible.

## What are the benefits of the Choice Plus Plan with an HSA?

### Get network freedom and an HSA.

A network is a group of health care providers and facilities that have a contract with UnitedHealthcare. You can receive care and services from anyone in or out of our network, but you save money when you use the network. You can save money when you use the health savings account (HSA) and the network.

- > **There's coverage if you need to go out of the network.** Out-of-network means that a provider does not have a contract with us. Choose what's best for you. Just remember out-of-network providers will likely charge you more.
- > **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.
- > **Preventive care is covered 100% in our network.**
- > **You can open a health savings account (HSA).** An HSA is a personal bank account to help you save and pay for your health care, and help you save on taxes.

**Not enrolled yet?** Learn more about this plan and search for network doctors or hospitals at [welcometouhc.com/choiceplushsa](http://welcometouhc.com/choiceplushsa) or call 1-866-873-3903, TTY 711, 8 a.m. to 8 p.m. local time, Monday through Friday.

### Are you a member?

Easily manage your benefits online at [myuhc.com](http://myuhc.com)® and on the go with the **UnitedHealthcare Health4Me**® mobile app.

For questions, call the member phone number on your health plan ID card.

## Benefits At-A-Glance

### What you may pay for network care

This chart is a simple summary of the costs you may have to pay when you receive care in the network. It doesn't include all of the deductibles and co-payments you may have to pay. You can find more benefit details beginning on page 2.

| Co-insurance                    | Individual Deductible                     | Co-insurance                           |
|---------------------------------|---|--|
| (Your cost for an office visit) | (Your cost before the plan starts to pay) | (Your cost share after the deductible) |
| 10%                             | \$1,500                                   | 10%                                    |

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents are correct. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

## Your Costs

In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

### Your cost if you use Network Benefits

### Your cost if you use Out-of-Network Benefits

#### Annual Deductible - Combined Medical and Pharmacy

##### What is an annual deductible?

The annual deductible is the amount you pay for Covered Health Care Services per year before you are eligible to receive Benefits. It does not include any amount that exceeds Allowed Amounts. The deductible may not apply to all Covered Health Care Services. You may have more than one type of deductible.

- > No one in the family is eligible for benefits until the family coverage deductible is met.

|                                      |                  |                   |
|--------------------------------------|------------------|-------------------|
| Medical Deductible - Single Coverage | \$1,500 per year | \$5,000 per year  |
| Medical Deductible - Family Coverage | \$3,000 per year | \$10,000 per year |

#### Out-of-Pocket Limit - Combined Medical and Pharmacy

##### What is an out-of-pocket limit?

The Out-of-Pocket Limit is the maximum you pay per year. Once you reach the Out-of-Pocket Limit, Benefits are payable at 100% of Allowed Amounts during the rest of that year.

- > Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.
- > If more than one person in a family is covered under the Policy, the single coverage out-of-pocket limit does not apply.

|                                       |                  |                   |
|---------------------------------------|------------------|-------------------|
| Out-of-Pocket Limit - Single Coverage | \$4,000 per year | \$10,000 per year |
| Out-of-Pocket Limit - Family Coverage | \$6,000 per year | \$20,000 per year |

## **Your Costs**

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### **What is co-insurance?**

Co-insurance is the amount you pay each time you receive certain Covered Health Care Services calculated as a percentage of the Allowed Amount (for example, 20%). You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

### **What is a co-payment?**

A Co-payment is the amount you pay each time you receive certain Covered Health Care Services calculated as a set dollar amount (for example, \$50). You are responsible for paying the lesser of the applicable Co-payment or the Allowed Amount. Please see the specific Covered Health Care Service to see if a co-payment applies and how much you have to pay.

### **What is Prior Authorization?**

Prior Authorization is getting approval before you receive certain Covered Health Care Services. Physicians and other health care professionals who participate in a Network are responsible for obtaining prior authorization. However there are some Benefits that you are responsible for obtaining authorization before you receive the services. Please see the specific Covered Health Care Service to find services that require you to obtain prior authorization.

### **Want more information?**

Find additional definitions in the glossary at [justplainclear.com](http://justplainclear.com).

## Your Costs

Following is a list of services that your plan covers in alphabetical order. In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

| Covered Health Care Services   | Your cost if you use<br>Network Benefits  | Your cost if you use<br>Out-of-Network Benefits                      |
|--|---|--|
| <b>Ambulance Services</b>  |   |  |
| Emergency Ambulance  | 10% co-insurance, after the medical deductible has been met.                      | 10% co-insurance, after the network medical deductible has been met. |
| Transportation costs of a newborn to the nearest appropriate facility for treatment are covered. |   |  |
| Non-Emergency Ambulance  | 10% co-insurance, after the medical deductible has been met.                      | 50% co-insurance, after the medical deductible has been met.         |
| Transportation costs of a newborn to the nearest appropriate facility for treatment are covered. |   |  |
|  | Prior Authorization is required for Non-Emergency Ambulance.                      | Prior Authorization is required for Non-Emergency Ambulance.         |
| <b>Bones or Joints of the Jaw and Facial Region</b>  |   |  |
|  | 10% co-insurance, after the medical deductible has been met.                      | 50% co-insurance, after the medical deductible has been met.         |
|  | Prior Authorization is required for certain services.                             | Prior Authorization is required for certain services.                |
| <b>Cleft Lip/Cleft Palate Treatment</b>  |   |  |
|  | 10% co-insurance, after the medical deductible has been met.                      | 50% co-insurance, after the medical deductible has been met.         |
|  | Prior Authorization is required for certain services.                             | Prior Authorization is required for certain services.                |
| <b>Clinical Trials</b>   |   |  |
|  | The amount you pay is based on where the covered health care service is provided. |  |
|  | Prior Authorization is required.  | Prior Authorization is required.                                     |
| <b>Congenital Heart Disease (CHD) Surgeries</b>  |   |  |
|  | 10% co-insurance, after the medical deductible has been met.                      | 50% co-insurance, after the medical deductible has been met.         |
|  |   | Prior Authorization is required.                                     |
| <b>Dental Services - Accident Only</b>   |   |  |
|  | 10% co-insurance, after the medical deductible has been met.                      | 10% co-insurance, after the network medical deductible has been met. |
|  | Prior Authorization is required.  | Prior Authorization is required.                                     |

## Your Costs

| Covered Health Care Services   | Your cost if you use Network Benefits  | Your cost if you use Out-of-Network Benefits                                       |
|--|--|--|
| <b>Dental Services - Anesthesia and Hospitalization</b>  |  |  |
|  | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.                       |
|  | Prior Authorization is required for certain services.  | Prior Authorization is required for certain services.                              |
| <b>Diabetes Services</b>   |  |  |
| Diabetes Self Management and Training/Diabetic Eye Exams/Foot Care:  | The amount you pay is based on where the covered health care service is provided.  |  |
| Diabetes Self Management Items:  | The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Outpatient Prescription Drug Rider. |  |
|  |  | Prior Authorization is required for DME that costs more than \$1,000.              |
| <b>Durable Medical Equipment (DME), Orthotics and Supplies</b>   |  |  |
| Limited to a single purchase of a type of DME or orthotic every three years. Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums. | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.                       |
|  |  | Prior Authorization is required for DME or orthotics that costs more than \$1,000. |
| <b>Emergency Health Care Services - Outpatient</b>   |  |  |
|  | 10% co-insurance, after the medical deductible has been met.   | 10% co-insurance, after the network medical deductible has been met.               |
|  |  | Notification is required if confined in an Out-of-Network Hospital.                |
| <b>Enteral Formulas</b>  |  |  |
|  | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.                       |
|  | Prior Authorization is required for certain services.  | Prior Authorization is required for certain services.                              |
| <b>Gender Dysphoria</b>  |  |  |
|  | The amount you pay is based on where the covered health care service is provided.  |  |
|  | Prior Authorization is required for certain services.  | Prior Authorization is required for certain services.                              |

## Your Costs

| Covered Health Care Services  | Your cost if you use Network Benefits   | Your cost if you use Out-of-Network Benefits                 |
|---|---|--|
| <b>Habilitative Services</b>  |   |  |
| Inpatient:<br>Inpatient services limited per year as follows:<br>Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.   | The amount you pay is based on where the covered health care service is provided. |  |
| Outpatient:<br>Outpatient therapies:<br>Physical therapy.<br>Occupational therapy.<br>Manipulative Treatment.<br>Speech therapy.<br>Post-cochlear implant aural therapy.<br>Cognitive therapy.<br>For the above outpatient therapies:<br>Limits will be the same as, and combined with, those stated under Rehabilitation Services – Outpatient Therapy and Manipulative Treatment. | 10% co-insurance, after the medical deductible has been met.                      | 50% co-insurance, after the medical deductible has been met. |
| Visit limits do not apply to Autism Spectrum Disorder.  |   | Prior Authorization is required for certain services.        |
| <b>Hearing Aids</b>   |   |  |
| Limited to \$2,500 every year. Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.   | 10% co-insurance, after the medical deductible has been met.                      | 50% co-insurance, after the medical deductible has been met. |

## Your Costs

| Covered Health Care Services  | Your cost if you use Network Benefits                        | Your cost if you use Out-of-Network Benefits                 |
|---|--|--|
| <b>Home Health Care</b>   |  |  |
| Limited to 60 visits per year. One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion. | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met. |
| To receive Network Benefits for the administration of intravenous infusion, you must receive services from a provider we identify.  |  | Prior Authorization is required.                             |
| <b>Hospice Care</b>   |  |  |
|   | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met. |
|   |  | Prior Authorization is required for Inpatient Stay.          |
| <b>Hospital - Inpatient Stay</b>  |  |  |
|   | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met. |
|   |  | Prior Authorization is required.                             |
| <b>Lab, X-Ray and Diagnostic - Outpatient</b>   |  |  |
| Lab Testing - Outpatient  | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met. |
| X-Ray and Other Diagnostic Testing - Outpatient   | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met. |
|   |  | Prior Authorization is required for certain services.        |
| <b>Major Diagnostic and Imaging - Outpatient</b>  |  |  |
|   | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met. |
|   |  | Prior Authorization is required.                             |



## Your Costs

| Covered Health Care Services   | Your cost if you use<br>Network Benefits   | Your cost if you use<br>Out-of-Network Benefits   |
|--|--|---|
| <b>Mental Health Care and Substance - Related and Addictive Disorders Services</b>   |  |   |
| Inpatient:   | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.  |
| Outpatient:  | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.  |
| Partial Hospitalization/Intensive Outpatient Treatment:                              | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.<br><br>Prior Authorization is required for certain services. |
| <b>Osteoporosis Treatment</b>  |  |   |
|  | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.  |
|  | Prior Authorization is required for certain services.  | Prior Authorization is required for certain services.   |
| <b>Ostomy Supplies</b>   |  |   |
| Limited to \$2,500 per year.   | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.  |
| <b>Pharmaceutical Products - Outpatient</b>  |  |   |
| This includes medications given at a doctor's office, or in a Covered Person's home. | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.  |
| <b>Physician Fees for Surgical and Medical Services</b>                              |  |   |
|  | 10% co-insurance, after the medical deductible has been met.   | 50% co-insurance, after the medical deductible has been met.  |
| <b>Physician's Office Services - Sickness and Injury</b>                             |  |   |
|  | 10% co-insurance for a primary care physician office visit, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met.  |
|  | 10% co-insurance for a specialist office visit, after the medical deductible has been met.             |   |
|  |  | Prior Authorization is required for Genetic Testing.  |

## Your Costs

| Covered Health Care Services   | Your cost if you use Network Benefits   | Your cost if you use Out-of-Network Benefits   |
|--|---|--|
| <b>Pregnancy - Maternity Services</b>  |   |  |
|  | The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay. |  |
|  |   | Prior Authorization is required if the stay in the hospital is longer than 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery. |
| <b>Prescription Drug Benefits</b>  |   |  |
| Prescription drug benefits are shown in the Prescription Drug benefit summary.   |   |  |
| <b>Preventive Care Services</b>  |   |  |
| Physician Office Services, Lab, X-Ray or other preventive tests.   | You pay nothing. A deductible does not apply.   | 50% co-insurance, after the medical deductible has been met.   |
| Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a co-pay, co-insurance or deductible. |   |  |
| <b>Prosthetic Devices</b>  |   |  |
| Limited to a single purchase of each type of prosthetic device every three years. Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.   | 10% co-insurance, after the medical deductible has been met.  | 50% co-insurance, after the medical deductible has been met.   |
|  |   | Prior Authorization is required for Prosthetic Devices that costs more than \$1,000.   |
| <b>Reconstructive Procedures</b>   |   |  |
|  | The amount you pay is based on where the covered health care service is provided.   |  |
|  |   | Prior Authorization is required.   |

## Your Costs

| Covered Health Care Services  | Your cost if you use Network Benefits                        | Your cost if you use Out-of-Network Benefits  |
|---|--|---|
| <b>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</b>  |  |   |
| Limited to:<br>20 visits of pulmonary rehabilitation therapy.<br>36 visits of cardiac rehabilitation therapy.<br>20 visits of physical therapy.<br>20 visits of occupational therapy.<br>20 visits of speech therapy.<br>30 visits of post-cochlear implant aural therapy.<br>20 visits of cognitive rehabilitation therapy.<br>20 visits of Manipulative Treatments. | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met.  |
| Visit limits do not apply to Autism Spectrum Disorder.  |  |   |
| <b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>  |  |   |
| Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.  | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met.  |
| <b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>  |  |   |
| Limited to 60 days per year.  | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met.<br><br>Prior Authorization is required.                      |
| <b>Surgery - Outpatient</b>   |  |   |
|   | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met.<br><br>Prior Authorization is required for certain services. |
| <b>Therapeutic Treatments - Outpatient</b>  |  |   |
| Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.   | 10% co-insurance, after the medical deductible has been met. | 50% co-insurance, after the medical deductible has been met.<br><br>Prior Authorization is required for certain services. |

## Your Costs

| Covered Health Care Services   | Your cost if you use Network Benefits   | Your cost if you use Out-of-Network Benefits                 |
|--|---|--|
| <b>Transplantation Services</b>  |   |  |
| Network Benefits must be received from a Designated Provider.  | The amount you pay is based on where the covered health care service is provided.<br><br>Prior Authorization is required. | Prior Authorization is required.                             |
| <b>Urgent Care Center Services</b>   |   |  |
|  | 10% co-insurance, after the medical deductible has been met.  | 50% co-insurance, after the medical deductible has been met. |
| <b>Virtual Visits</b>  |   |  |
| Network Benefits are available only when services are delivered through a Designated Virtual Visit Network Provider. You can find a Designated Virtual Visit Network Provider by contacting us at myuhc.com <sup>®</sup> or the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups. | 10% co-insurance, after the medical deductible has been met.  | 50% co-insurance, after the medical deductible has been met. |

## Services your plan does not cover (Exclusions)

It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

### Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; adventure-based therapy, wilderness therapy, outdoor therapy or similar programs, art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Integrative Health (NCCIH) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

### Dental

Dental care (which includes dental X-rays, supplies and appliances and all related expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic Injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of tooth decay or cavities resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: removal, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement or the Health Resources and Services Administration (HRSA) requirement. This exclusion also does not apply to accident - related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

### Devices, Appliances and Prosthetics

Devices used as safety items or to help performance in sports-related activities. Orthotic appliances that straighten or reshape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. This exclusion does not apply to braces for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to help in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Oral appliances for snoring. Repair or replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.



## Services your plan does not cover (Exclusions)

### Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their traits (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency Medical Condition and used while in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year. Certain Pharmaceutical Products that have not been prescribed by a Specialist. Certain Pharmaceutical Products that have not been prescribed by a Specialist.

### Experimental or Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

### Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care if you have diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care if you are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

### Gender Dysphoria

Cosmetic Procedures including the following: Abdominoplasty. Blepharoplasty. Breast enlargement, including augmentation mammoplasty and breast implants. Body contouring, such as lipoplasty. Brow lift. Calf implants. Cheek, chin, and nose implants. Injection of fillers or neurotoxins. Face lift, forehead lift, or neck tightening. Facial bone remodeling for facial feminizations. Hair removal. Hair transplantation. Lip augmentation. Lip reduction. Liposuction. Mastopexy. Pectoral implants for chest masculinization. Rhinoplasty. Skin resurfacing. Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam's Apple). Voice modification surgery. Voice lessons and voice therapy.

## Services your plan does not cover (Exclusions)

### Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of DME or prosthetic devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies and Prosthetic Devices in Section 1 of the COC. This exception does not apply to supplies for the administration of medical food products.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks except when used with DME as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Prescribed or non-prescribed publicly available devices, software applications and/or monitors that can be used for non-medical purposes. Repair or replacement of DME or orthotics due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### Mental Health Care and Substance-Related and Addictive Disorders

Services performed in connection with conditions not classified in the current edition of the International Classification of Diseases section on Mental and Behavioral Disorders or Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and disruptive impulse control and conduct disorders, gambling disorder, and paraphilic disorders. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes. Tuition or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the Individuals with Disabilities Education Act. Outside of an assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Transitional Living services.

### Nutrition

Individual and group nutritional counseling including non-specific disease nutritional education such as general good eating habits, calorie control or dietary preferences. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement. This exclusion also does not apply to medical nutritional education services that are provided as part of treatment for a disease by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is a part of treatment.
- There is a lack of knowledge regarding the disease which requires the help of a trained health professional.

Food of any kind including modified food products such as low protein and low carbohydrate; enteral formula (including when administered using a pump), infant formula and donor breast milk. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements and electrolytes.

### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot and cold compresses; hot tubs; humidifiers; jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

## Services your plan does not cover (Exclusions)

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### Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the first breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness or flexibility. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

### Procedures and Treatments

Removal of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical conditions that are provided to reduce potential risk factors, where improvement is not expected, including routine, long-term or maintenance/preventive treatment. Rehabilitation services for speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Habilitative services for maintenance/preventive treatment. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident or stroke. Physiological treatments and procedures that result in the same therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. The following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; and dental restorations. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for you because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary tobacco cessation programs. These are programs that usually include health care providers specializing in tobacco cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. *Helicobacter pylori* (H. pylori) serologic testing.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal address. Services provided at a Freestanding Facility or diagnostic Hospital-based Facility without an order written by a Physician or other provider. Services which are self-directed to a Freestanding Facility or diagnostic Hospital-based Facility. Services ordered by a Physician or other provider who is an employee or representative of a Freestanding Facility or diagnostic Hospital-based Facility, when that Physician or other provider has not been involved in your medical care prior to ordering the service, or is not involved in your medical care after the service is received. This exclusion does not apply to mammography.



## **Services your plan does not cover (Exclusions)**

### **Reproduction**

Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. Gestational carrier (surrogate parenting), donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. In vitro fertilization regardless of the reason for treatment.

### **Services Provided under Another Plan**

Health care services for when other coverage is required by federal, state or local law to be bought or provided through other arrangements. Examples include coverage required by workers' compensation, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Services resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy. Health care services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health care services during active military duty.

### **Transplants**

Health care services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health care services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health care services for transplants involving permanent mechanical or animal organs.

### **Travel**

Health care services provided in a foreign country, unless required as Emergency Health Care Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Care Services received from a Designated Provider may be paid back as determined by us. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

### **Types of Care**

Multi-disciplinary pain management programs provided on an inpatient basis for sharp, sudden pain or for worsened long term pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care aides. Work hardening (treatment programs designed to return a person to work or to prepare a person for specific work).

### **Vision and Hearing**

Cost and fitting charge for eyeglasses and contact lenses. Implantable lenses used only to fix a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: You have craniofacial anomalies whose abnormal or absent ear canals prevent the use of a wearable hearing aid. You have hearing loss of sufficient severity that it would not be remedied enough by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time you are enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid when you meet the above coverage criteria, other than for malfunctions. Routine vision exams, including refractive exams to determine the need for vision correction.

Services your plan does not cover (Exclusions)

All Other Exclusions

Health care services and supplies that do not meet the definition of a Covered Health Care Service. Covered Health Care Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Care Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, all forms of vaccinations and immunizations or treatments that are otherwise covered under the Policy when: required only for school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders. (This exclusion does not apply to services that are determined to be Medically Necessary). Conducted for purposes of medical research (This exclusion does not apply to Covered Health Care Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to get or maintain a license of any type. Health care services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply if you are a civilian injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health care services received after the date your coverage under the Policy ends. This applies to all health care services, even if the health care service is required to treat a medical condition that started before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health care services when you have no legal responsibility to pay, or when a charge would not ordinarily be made in the absence of coverage under the Policy. In the event an out-of-Network provider waives, does not pursue, or fails to collect co-payments, co-insurance and/or any deductible or other amount owed for a particular health care service, no Benefits are provided for the health care service when the co-payments, co-insurance and/or deductible are waived. Charges in excess of the Allowed Amount or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language interpretation services offered by or required to be provided by a Network or out-of-Network provider. Health care services related to a non-Covered Health Care Service: When a service is not a Covered Health Care Service, all services related to that non-Covered Health Care Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Care Services if the service treats complications that arise from the non-Covered Health Care Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

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Item# Rev. Date

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Base/Value HSA/Comb/NonEmb/33053/2018/INS

UnitedHealthcare Insurance Company does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

**Online:** [UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

**Mail:** Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online:** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

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

**Phone:** Toll-free 1-800-368-1019, 800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

**ATENCIÓN:** Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

**請注意：**如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

**XIN LƯU Ý:** Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

**알림:** **한국어 (Korean)**를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

**PAALALA:** Kung nagsasalita ka ng **Tagalog (Tagalog)**, may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

**ВНИМАНИЕ:** бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

**تنبيه:** إذا كنت تتحدث العربية (**Arabic**)، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال على رقم الهاتف المجاني الموجود على معرف العضوية.

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項：日本語(Japanese)を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

توجه: اگر زبان شما فارسی (Farsi) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفا با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

कृपा ध्यान दें: यदि आप **हिंदी (Hindi)** भाषी हैं तो आपके लिए भाषा सहायता सेवाएं निःशुल्क उपलब्ध हैं। कृपा अपने पहचान पत्र पर दिए टोल-फ्री फ़ोन नंबर पर काल करें।

CEEB TOOM: Yog koj hais Lus Hmoob (Hmong), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ (Khmer) សេវាជំនួយភាសាសោយភតតិកត្តៃ គឺមានសំរាប់អ្នក។ សូមទូរស័ព្ទទៅលេខភតតិកត្តៃ ដែលមាននៅលើអត្តសញ្ញាណប័ណ្ណរបស់អ្នក។

PAKDAAR: Nu saritaem ti Ilocano (Ilocano), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

Díí BAA'ÁKONÍNÍZIN: Diné (Navajo) bizaad bee yánití'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shqòdí ninaaltsoos nít'ízi bee nééhozinígíí bine'déé' t'áá jíík'ehgo béésh bee hane'í biká'ígíí bee hodílnih.

OGOW: Haddii aad ku hadasho Soomaali (Somali), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

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# Benefit Summary

## Outpatient Prescription Drug Products

Florida Plan 125

Standard Drugs: 10/35/60

Your Co-payment and/or Co-insurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to [myuhc.com](http://myuhc.com)<sup>®</sup> or calling the Customer Care number on your ID card.

### Annual Deductible

|                       |                             |
|-----------------------|-----------------------------|
| Individual Deductible | See Medical Benefit Summary |
| Family Deductible     | See Medical Benefit Summary |

### Out-of-Pocket Limit

|                                |  |
|--------------------------------|--|
| Individual Out-of-Pocket Limit | See the Medical Benefit Summary for the total Individual Out-of-Pocket Limit that applies. |
| Family Out-of-Pocket Limit     | See the Medical Benefit Summary for the total Family Out-of-Pocket Limit that applies.     |

A deductible and out-of-pocket limit may apply. Please refer to the medical plan documents for the annual deductible and out-of-pocket limit amounts, which include both medical and pharmacy expenses. This means that you will pay the full amount we have contracted with the pharmacy to charge for your prescriptions (not just your co-payment), until you have satisfied the deductible. Once the deductible is satisfied, your prescriptions will be subject to the co-payments outlined below. If you reach the out-of-pocket limit, you will not be required to pay a co-payment.

This summary of Benefits is intended only to highlight your Benefits for Outpatient Prescription Drug Products and should not be relied upon to determine coverage. Your plan may not cover all of your Outpatient Prescription Drug expenses. Please refer to your Outpatient Prescription Drug Rider and Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Outpatient Prescription Drug Rider or the Certificate of Coverage, the Outpatient Prescription Drug Rider and Certificate of Coverage shall prevail.

UnitedHealthcare Insurance Company

| Tier Level                              |   |  |
|---|---|--|
| Up to 31-day supply                     |   | Up to 90-day supply  |
|   | Retail<br>Network Pharmacy or Preferred Specialty<br>Network Pharmacy | *Mail Order<br>Network Pharmacy or Preferred 90 Day Retail<br>Network Pharmacy |
| Tier 1<br>Prescription<br>Drug Products | \$10  | \$25   |
| Tier 2<br>Prescription<br>Drug Products | \$35  | \$87.50  |
| Tier 3<br>Prescription<br>Drug Products | \$60  | \$150  |

Benefit Plan Co-payment/Co-insurance - The amount you pay for Prescription Drug Products.

\* Only certain Prescription Drug Products are available through mail order; please visit [myuhc.com](http://myuhc.com)® or call Customer Care at the telephone number on the back of your ID card for more information. If you choose to opt out of Mail Order Network Pharmacy but do not inform us, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at the Retail Network Pharmacy.



## Other Important Information about your Outpatient Prescription Drug Benefits

For Prescription Drug Products at a retail Network Pharmacy, you are responsible for paying the lowest of the applicable Co-payment and/or Co-insurance, the Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product or the Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the applicable Co-payment and/or Co-insurance or the Prescription Drug Charge for that Prescription Drug Product. See the Co-payments and/or Co-insurance stated in the Benefit Information table for amounts.

For a single Co-payment and/or Co-insurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuhc.com® or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, no Benefit will be paid for that Prescription Drug Product.

You may be required to fill the first Prescription Drug Product order and obtain 2 refills through a retail pharmacy before using a mail order Network Pharmacy.

If you require certain Maintenance Medications, we may direct you to the Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy to obtain those Maintenance Medications. If you choose not to obtain your Maintenance Medications from the Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy, you may opt-out of the Maintenance Medication Program by contacting us at myuhc.com® or the telephone number on your ID card. If you choose to opt out when directed to a Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy but do not inform us, no Benefits will be paid for that Prescription Drug Product after the allowed number of fills at Retail Network Pharmacy.

Certain Preventive Care Medications maybe covered. You can get more information by contacting us at myuhc.com® or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com® or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.



## PHARMACY EXCLUSIONS

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

### Exclusions

- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental treatments for specific diseases and/or dosage regimens determined by us to be experimental, investigational or unproven.
- Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drug Products for any condition, Injury, Sickness or Mental Illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in your Certificate. This includes all forms of vaccines/immunizations. This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
- Durable Medical Equipment, including insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging or repackagers of Prescription Drug Products.
- Medications used for cosmetic purposes.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Service.
- Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
- Prescription Drug Products when prescribed to treat infertility.
- Certain Prescription Drug Products for tobacco cessation.
- Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration (FDA) and requires a Prescription Order or Refill. Compounded drugs that contain a non-FDA approved bulk chemical. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.)
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless we have designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that we have determined are Therapeutically Equivalent to an over-the-counter drug or supplement. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain new Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
- Any oral non-sedating antihistamine or antihistamine-decongestant combination.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease and prescription medical food products, even when used for the treatment of Sickness or Injury. An exception to this exclusion may apply if coverage is provided in your Certificate for Enteral Formulas in Section 1 of the COC.
- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Prescription Drug Products designed to adjust sleep schedules, such as for jet lag or shift work.
- Prescription Drug Products when prescribed as sleep aids.

## PHARMACY EXCLUSIONS CONTINUED

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- A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain Prescription Drug Products that have not been prescribed by a Specialist.
- Outpatient Prescription Drug Products obtained from an Out-of-Network Pharmacy.
- A Prescription Drug Product that contains marijuana, including medical marijuana.
- Dental products, including but not limited to prescription fluoride topicals.
- A Prescription Drug Product with either an approved biosimilar or a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product. For the purpose of this exclusion a "biosimilar" is a biological Prescription Drug Product approved based on both of the following: it is highly similar to a reference product (a biological Prescription Drug Product) and it has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times during a calendar year and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Diagnostic kits and products.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
- Treatment for toenail Onychomycosis (toenail fungus).

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UnitedHealthcare Insurance Company does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

**Online:** UHC\_Civil\_Rights@uhc.com

**Mail:** Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online:** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

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

**Phone:** Toll-free 1-800-368-1019, 800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

**ATENCIÓN:** Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

**請注意：**如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

**XIN LƯU Ý:** Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

**알림:** **한국어(Korean)**를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

**PAALALA:** Kung nagsasalita ka ng **Tagalog (Tagalog)**, may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

**ВНИМАНИЕ:** бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

**تنبيه:** إذا كنت تتحدث العربية (**Arabic**)، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال على رقم الهاتف المجاني الموجود على معرّف العضوية.

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項：日本語(Japanese)を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

توجه: اگر زبان شما فارسی (Farsi) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفا با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

कृपा ध्यान दें: यदि आप हिंदी (Hindi) भाषी हैं तो आपके लिए भाषा सहायता सेवाएं निःशुल्क उपलब्ध हैं। कृपा अपने पहचान पत्र पर दिए टोल-फ्री फ़ोन नंबर पर काल करें।

CEEB TOOM: Yog koj hais Lus Hmoob (Hmong), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ចំណាប់អារម្មណ៍: បើសិនជាអ្នកនិយាយភាសាកម្ពុជា (Khmer) សូមទូរស័ព្ទទៅលេខឥតគិតថ្លៃ ដែលមានចែងនៅលើកាត់សមាជិករបស់អ្នក។ សូមទូរស័ព្ទទៅលេខឥតគិតថ្លៃ ដែលមានចែងនៅលើកាត់សមាជិករបស់អ្នក។

PAKDAAR: Nu saritaem ti Ilocano (Ilocano), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

Díí BAA'ÁKONÍNÍZIN: Diné (Navajo) bizaad bee yáníłt'i'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shq'odí ninaaltsoos nítł'izí bee nééhozinígíí bine'déé' t'áá jíík'ehgo béésh bee hane'í biká'ígíí bee hodíilnih.

OGOW: Haddii aad ku hadasho Soomaali (Somali), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

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**What is a benefit summary?**

This is a summary of what the plan does and does not cover. This summary can also help you understand your share of the costs. It's always best to review your Certificate of Coverage (COC) and check your coverage before getting any health care services, when possible.

**What are the benefits of the Choice Plan?****Use our national network to save money.**

A network is a group of health care providers and facilities that have a contract with UnitedHealthcare. You can receive care and services from anyone in our network.

- > **Save money by staying in our network.** If you don't use the network, you'll have to pay for all of the costs.
- > **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.
- > **Preventive care is covered 100% in our network.**

**Are you a member?**

Easily manage your benefits online at [myuhc.com](http://myuhc.com)® and on the go with the **UnitedHealthcare Health4Me®** mobile app.

For questions, call the member phone number on your health plan ID card.

**Not enrolled yet?** Learn more about this plan and search for network doctors or hospitals at [welcometouhc.com/choice](http://welcometouhc.com/choice) or call **1-866-873-3903**, TTY 711, 8 a.m. to 8 p.m. local time, Monday through Friday.

**Benefits At-A-Glance****What you may pay for network care**

This chart is a simple summary of the costs you may have to pay when you receive care in the network. It doesn't include all of the deductibles and co-payments you may have to pay. You can find more benefit details beginning on page 2.

| Co-payment                      | Individual Deductible                     | Co-insurance                           |
|---------------------------------|---|--|
| (Your cost for an office visit) | (Your cost before the plan starts to pay) | (Your cost share after the deductible) |
| \$25                            | \$1,000                                   | 20%                                    |

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents are correct. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

# Your Costs

In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

## Your cost if you use Network Benefits

### Annual Deductible

#### What is an annual deductible?

The annual deductible is the amount you pay for Covered Health Care Services per year before you are eligible to receive Benefits. It does not include any amount that exceeds Allowed Amounts. The deductible may not apply to all Covered Health Care Services. You may have more than one type of deductible.

- > Your co-pays don't count towards meeting the deductible unless otherwise described within the specific covered health care service.
- > All individual deductible amounts will count towards meeting the family deductible, but an individual will not have to pay more than the individual deductible amount.

|                                 |                  |
|---------------------------------|------------------|
| Medical Deductible - Individual | \$1,000 per year |
| Medical Deductible - Family     | \$2,000 per year |

### Out-of-Pocket Limit

#### What is an out-of-pocket limit?

The Out-of-Pocket Limit is the maximum you pay per year. Once you reach the Out-of-Pocket Limit, Benefits are payable at 100% of Allowed Amounts during the rest of that year.

- > All individual out-of-pocket limit amounts will count towards meeting the family out-of-pocket limit, but an individual will not have to pay more than the individual out-of-pocket limit amount.
- > Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.

|                                  |                  |
|----------------------------------|------------------|
| Out-of-Pocket Limit - Individual | \$3,500 per year |
| Out-of-Pocket Limit - Family     | \$7,000 per year |

## **Your Costs**

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### **What is co-insurance?**

Co-insurance is the amount you pay each time you receive certain Covered Health Care Services calculated as a percentage of the Allowed Amount (for example, 20%). You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

### **What is a co-payment?**

A Co-payment is the amount you pay each time you receive certain Covered Health Care Services calculated as a set dollar amount (for example, \$50). You are responsible for paying the lesser of the applicable Co-payment or the Allowed Amount. Please see the specific Covered Health Care Service to see if a co-payment applies and how much you have to pay.

### **What is Prior Authorization?**

Prior Authorization is getting approval before you receive certain Covered Health Care Services. Physicians and other health care professionals who participate in a Network are responsible for obtaining prior authorization. However there are some Benefits that you are responsible for obtaining authorization before you receive the services. Please see the specific Covered Health Care Service to find services that require you to obtain prior authorization.

### **Want more information?**

Find additional definitions in the glossary at [justplainclear.com](http://justplainclear.com).



## Your Costs

Following is a list of services that your plan covers in alphabetical order. In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

| Covered Health Care Services   | Your cost if you use Network Benefits                        |
|--|--|
| <b>Ambulance Services</b>  |  |
| Emergency Ambulance  | 20% co-insurance, after the medical deductible has been met. |
| Transportation costs of a newborn to the nearest appropriate facility for treatment are covered. |  |
| Non-Emergency Ambulance  | 20% co-insurance, after the medical deductible has been met. |
| Transportation costs of a newborn to the nearest appropriate facility for treatment are covered. |  |
| Prior Authorization is required for Non-Emergency Ambulance.                                     |  |
| <b>Bones or Joints of the Jaw and Facial Region</b>  |  |
| 20% co-insurance, after the medical deductible has been met.                                     |  |
| Prior Authorization is required for certain services.  |  |
| <b>Cleft Lip/Cleft Palate Treatment</b>  |  |
| 20% co-insurance, after the medical deductible has been met.                                     |  |
| Prior Authorization is required for certain services.  |  |
| <b>Clinical Trials</b>   |  |
| The amount you pay is based on where the covered health care service is provided.                |  |
| Prior Authorization is required.   |  |
| <b>Congenital Heart Disease (CHD) Surgeries</b>  |  |
| 20% co-insurance, after the medical deductible has been met.                                     |  |
| <b>Dental Services - Accident Only</b>   |  |
| 20% co-insurance, after the medical deductible has been met.                                     |  |
| Prior Authorization is required.   |  |
| <b>Dental Services - Anesthesia and Hospitalization</b>  |  |
| 20% co-insurance, after the medical deductible has been met.                                     |  |
| Prior Authorization is required for certain services.  |  |

## Your Costs

| Covered Health Care Services   | Your cost if you use Network Benefits  |
|--|--|
| <b>Diabetes Services</b>   |  |
| Diabetes Self Management and Training/Diabetic Eye Exams/Foot Care:  | The amount you pay is based on where the covered health care service is provided.  |
| Diabetes Self Management Items:  | The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Outpatient Prescription Drug Rider. |
| <b>Durable Medical Equipment (DME), Orthotics and Supplies</b>   |  |
| Limited to a single purchase of a type of DME or orthotic every three years. Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums. | 20% co-insurance, after the medical deductible has been met.   |
| <b>Emergency Health Care Services - Outpatient</b>   |  |
|  | \$350 co-pay per visit. A deductible does not apply.<br>Notification is required if confined in an Out-of-Network Hospital.  |
| <b>Enteral Formulas</b>  |  |
|  | 20% co-insurance, after the medical deductible has been met.<br>Prior Authorization is required for certain services.  |
| <b>Gender Dysphoria</b>  |  |
|  | The amount you pay is based on where the covered health care service is provided.<br>Prior Authorization is required for certain services.   |

## Your Costs

| Covered Health Care Services  | Your cost if you use Network Benefits   |
|---|---|
| <b>Habilitative Services</b>  |   |
| Inpatient:<br>Inpatient services limited per year as follows:<br>Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.   | The amount you pay is based on where the covered health care service is provided. |
| Outpatient:<br>Outpatient therapies:<br>Physical therapy.<br>Occupational therapy.<br>Manipulative Treatment.<br>Speech therapy.<br>Post-cochlear implant aural therapy.<br>Cognitive therapy.<br>For the above outpatient therapies:<br>Limits will be the same as, and combined with, those stated under Rehabilitation Services – Outpatient Therapy and Manipulative Treatment. | \$25 co-pay per visit. A deductible does not apply.                               |
| Visit limits do not apply to Autism Spectrum Disorder.  |   |
| <b>Hearing Aids</b>   |   |
| Limited to \$2,500 every year. Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.   | 20% co-insurance, after the medical deductible has been met.                      |
| <b>Home Health Care</b>   |   |
| Limited to 60 visits per year. One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.   | 20% co-insurance, after the medical deductible has been met.                      |
| For the administration of intravenous infusion, you must receive services from a provider we identify.  |   |

## Your Costs

| Covered Health Care Services   | Your cost if you use Network Benefits                        |
|--|--|
| <b>Hospice Care</b>  |  |
|  | 20% co-insurance, after the medical deductible has been met. |
| <b>Hospital - Inpatient Stay</b>   |  |
|  | 20% co-insurance, after the medical deductible has been met. |
| <b>Lab, X-Ray and Diagnostic - Outpatient</b>  |  |
| Lab Testing - Outpatient   | You pay nothing. A deductible does not apply.                |
| X-Ray and Other Diagnostic Testing - Outpatient                                      | You pay nothing. A deductible does not apply.                |
| <b>Major Diagnostic and Imaging - Outpatient</b>                                     |  |
|  | 20% co-insurance, after the medical deductible has been met. |
| <b>Mental Health Care and Substance - Related and Addictive Disorders Services</b>   |  |
| Inpatient:   | 20% co-insurance, after the medical deductible has been met. |
| Outpatient:  | \$50 co-pay per visit. A deductible does not apply.          |
| Partial Hospitalization/Intensive Outpatient Treatment:                              | 20% co-insurance, after the medical deductible has been met. |
| <b>Osteoporosis Treatment</b>  |  |
|  | 20% co-insurance, after the medical deductible has been met. |
|  | Prior Authorization is required for certain services.        |
| <b>Ostomy Supplies</b>   |  |
| Limited to \$2,500 per year.   | 20% co-insurance, after the medical deductible has been met. |
| <b>Pharmaceutical Products - Outpatient</b>  |  |
| This includes medications given at a doctor's office, or in a Covered Person's home. | 20% co-insurance, after the medical deductible has been met. |
| <b>Physician Fees for Surgical and Medical Services</b>                              |  |
|  | 20% co-insurance, after the medical deductible has been met. |

## Your Costs

### Covered Health Care Services

### Your cost if you use Network Benefits

#### Physician's Office Services - Sickness and Injury

\$25 co-pay per visit for a primary care physician office visit. A deductible does not apply.

\$50 co-pay per visit for a specialist office visit. A deductible does not apply.

Additional co-pays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

#### Pregnancy - Maternity Services

The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.

#### Prescription Drug Benefits

Prescription drug benefits are shown in the Prescription Drug benefit summary.

#### Preventive Care Services

Physician Office Services, Lab, X-Ray or other preventive tests. You pay nothing. A deductible does not apply.

Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a co-pay, co-insurance or deductible.

#### Prosthetic Devices

Limited to a single purchase of each type of prosthetic device every three years. Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.

20% co-insurance, after the medical deductible has been met.

#### Reconstructive Procedures

The amount you pay is based on where the covered health care service is provided.

## Your Costs

### Covered Health Care Services

### Your cost if you use Network Benefits

#### Rehabilitation Services - Outpatient Therapy and Manipulative Treatment

Limited to: \$25 co-pay per visit. A deductible does not apply.

20 visits of pulmonary rehabilitation therapy.

36 visits of cardiac rehabilitation therapy.

20 visits of physical therapy.

20 visits of occupational therapy.

20 visits of speech therapy.

30 visits of post-cochlear implant aural therapy.

20 visits of cognitive rehabilitation therapy.

20 visits of Manipulative Treatments.

Visit limits do not apply to Autism Spectrum Disorder.

#### Scopic Procedures - Outpatient Diagnostic and Therapeutic

Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy. 20% co-insurance, after the medical deductible has been met.

#### Skilled Nursing Facility / Inpatient Rehabilitation Facility Services

Limited to 60 days per year. 20% co-insurance, after the medical deductible has been met.

#### Surgery - Outpatient

20% co-insurance, after the medical deductible has been met.

#### Therapeutic Treatments - Outpatient

Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology. 20% co-insurance, after the medical deductible has been met.

#### Transplantation Services

Network Benefits must be received from a Designated Provider.

The amount you pay is based on where the covered health care service is provided.

Prior Authorization is required.

**Your Costs**

| Covered Health Care Services   | Your cost if you use Network Benefits                |
|--|--|
| <b>Urgent Care Center Services</b>   |  |
|  | \$100 co-pay per visit. A deductible does not apply. |
| Additional co-pays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery.   |  |
| <b>Virtual Visits</b>  |  |
| Benefits are available only when services are delivered through a Designated Virtual Visit Network Provider. You can find a Designated Virtual Visit Network Provider by contacting us at myuhc.com <sup>®</sup> or the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups. | \$10 co-pay per visit. A deductible does not apply.  |



## Services your plan does not cover (Exclusions)

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It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

### Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; adventure-based therapy, wilderness therapy, outdoor therapy or similar programs, art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Integrative Health (NCCIH) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

### Dental

Dental care (which includes dental X-rays, supplies and appliances and all related expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic Injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of tooth decay or cavities resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: removal, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement or the Health Resources and Services Administration (HRSA) requirement. This exclusion also does not apply to accident - related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

### Devices, Appliances and Prosthetics

Devices used as safety items or to help performance in sports-related activities. Orthotic appliances that straighten or reshape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. This exclusion does not apply to braces for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to help in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Oral appliances for snoring. Repair or replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.



## Services your plan does not cover (Exclusions)

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### Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their traits (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency Medical Condition and used while in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year. Certain Pharmaceutical Products that have not been prescribed by a Specialist. Certain Pharmaceutical Products that have not been prescribed by a Specialist.

### Experimental or Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

### Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care if you have diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care if you are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

### Gender Dysphoria

Cosmetic Procedures including the following: Abdominoplasty. Blepharoplasty. Breast enlargement, including augmentation mammoplasty and breast implants. Body contouring, such as lipoplasty. Brow lift. Calf implants. Cheek, chin, and nose implants. Injection of fillers or neurotoxins. Face lift, forehead lift, or neck tightening. Facial bone remodeling for facial feminizations. Hair removal. Hair transplantation. Lip augmentation. Lip reduction. Liposuction. Mastopexy. Pectoral implants for chest masculinization. Rhinoplasty. Skin resurfacing. Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam's Apple). Voice modification surgery. Voice lessons and voice therapy.

## Services your plan does not cover (Exclusions)

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### Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of DME or prosthetic devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies and Prosthetic Devices in Section 1 of the COC. This exception does not apply to supplies for the administration of medical food products.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks except when used with DME as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Prescribed or non-prescribed publicly available devices, software applications and/or monitors that can be used for non-medical purposes. Repair or replacement of DME or orthotics due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### Mental Health Care and Substance-Related and Addictive Disorders

Services performed in connection with conditions not classified in the current edition of the International Classification of Diseases section on Mental and Behavioral Disorders or Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and disruptive impulse control and conduct disorders, gambling disorder, and paraphilic disorders. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes. Tuition or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the Individuals with Disabilities Education Act. Outside of an assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Transitional Living services.

### Nutrition

Individual and group nutritional counseling including non-specific disease nutritional education such as general good eating habits, calorie control or dietary preferences. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement. This exclusion also does not apply to medical nutritional education services that are provided as part of treatment for a disease by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is a part of treatment.
- There is a lack of knowledge regarding the disease which requires the help of a trained health professional.

Food of any kind including modified food products such as low protein and low carbohydrate; enteral formula (including when administered using a pump), infant formula and donor breast milk. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements and electrolytes.

### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot and cold compresses; hot tubs; humidifiers; jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

## Services your plan does not cover (Exclusions)

### Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the first breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness or flexibility. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

### Procedures and Treatments

Removal of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical conditions that are provided to reduce potential risk factors, where improvement is not expected, including routine, long-term or maintenance/preventive treatment. Rehabilitation services for speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Habilitative services for maintenance/preventive treatment. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident or stroke. Physiological treatments and procedures that result in the same therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. The following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; and dental restorations. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for you because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary tobacco cessation programs. These are programs that usually include health care providers specializing in tobacco cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. *Helicobacter pylori* (H. pylori) serologic testing.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal address. Services provided at a Freestanding Facility or diagnostic Hospital-based Facility without an order written by a Physician or other provider. Services which are self-directed to a Freestanding Facility or diagnostic Hospital-based Facility. Services ordered by a Physician or other provider who is an employee or representative of a Freestanding Facility or diagnostic Hospital-based Facility, when that Physician or other provider has not been involved in your medical care prior to ordering the service, or is not involved in your medical care after the service is received. This exclusion does not apply to mammography.



## Services your plan does not cover (Exclusions)

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### Reproduction

Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. Gestational carrier (surrogate parenting), donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. In vitro fertilization regardless of the reason for treatment.

### Services Provided under Another Plan

Health care services for when other coverage is required by federal, state or local law to be bought or provided through other arrangements. Examples include coverage required by workers' compensation, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Services resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy. Health care services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health care services during active military duty.

### Transplants

Health care services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health care services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health care services for transplants involving permanent mechanical or animal organs. Transplant services that are not performed at a Designated Provider. This exclusion does not apply to cornea transplants.

### Travel

Health care services provided in a foreign country, unless required as Emergency Health Care Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Care Services received from a Designated Provider may be paid back as determined by us. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

### Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for sharp, sudden pain or for worsened long term pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care aides. Work hardening (treatment programs designed to return a person to work or to prepare a person for specific work).

### Vision and Hearing

Cost and fitting charge for eyeglasses and contact lenses. Implantable lenses used only to fix a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: You have craniofacial anomalies whose abnormal or absent ear canals prevent the use of a wearable hearing aid. You have hearing loss of sufficient severity that it would not be remedied enough by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time you are enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid when you meet the above coverage criteria, other than for malfunctions. Routine vision exams, including refractive exams to determine the need for vision correction.

## Services your plan does not cover (Exclusions)

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### All Other Exclusions

Health care services and supplies that do not meet the definition of a Covered Health Care Service. Covered Health Care Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Care Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, all forms of vaccinations and immunizations or treatments that are otherwise covered under the Policy when: required only for school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders. (This exclusion does not apply to services that are determined to be Medically Necessary). Conducted for purposes of medical research (This exclusion does not apply to Covered Health Care Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to get or maintain a license of any type. Health care services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply if you are a civilian injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health care services received after the date your coverage under the Policy ends. This applies to all health care services, even if the health care service is required to treat a medical condition that started before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health care services when you have no legal responsibility to pay, or when a charge would not ordinarily be made in the absence of coverage under the Policy. In the event an out-of-Network provider waives, does not pursue, or fails to collect co-payments, co-insurance and/or any deductible or other amount owed for a particular health care service, no Benefits are provided for the health care service when the co-payments, co-insurance and/or deductible are waived. Charges in excess of the Allowed Amount or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language interpretation services offered by or required to be provided by a Network or out-of-Network provider. Health care services related to a non-Covered Health Care Service: When a service is not a Covered Health Care Service, all services related to that non-Covered Health Care Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Care Services if the service treats complications that arise from the non-Covered Health Care Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

For Internal Use only:

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213-13517    0318\_rev04

Base/Value/Sep/Emb/33060/2018/INS

UnitedHealthcare Insurance Company does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

**Online:** [UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

**Mail:** Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online:** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

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

**Phone:** Toll-free 1-800-368-1019, 800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

**ATENCIÓN:** Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

**請注意：**如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

**XIN LƯU Ý:** Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

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# Benefit Summary

## Outpatient Prescription Drug Products

Florida Plan 125

Standard Drugs: 10/35/60

Your Co-payment and/or Co-insurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to [myuhc.com](http://myuhc.com)® or calling the Customer Care number on your ID card.

### Annual Drug Deductible

|                       |               |
|-----------------------|---------------|
| Individual Deductible | No Deductible |
| Family Deductible     | No Deductible |

### Out-of-Pocket Drug Limit

|                                |  |
|--------------------------------|--|
| Individual Out-of-Pocket Limit | See the Medical Benefit Summary for the total Individual Out-of-Pocket Limit that applies. |
| Family Out-of-Pocket Limit     | See the Medical Benefit Summary for the total Family Out-of-Pocket Limit that applies.     |

This summary of Benefits is intended only to highlight your Benefits for Outpatient Prescription Drug Products and should not be relied upon to determine coverage. Your plan may not cover all of your Outpatient Prescription Drug expenses. Please refer to your Outpatient Prescription Drug Rider and Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Outpatient Prescription Drug Rider or the Certificate of Coverage, the Outpatient Prescription Drug Rider and Certificate of Coverage shall prevail.

UnitedHealthcare Insurance Company



| Tier Level                              |   |  |
|---|---|--|
|   | Up to 31-day supply   | Up to 90-day supply  |
|   | Retail<br>Network Pharmacy or Preferred Specialty<br>Network Pharmacy | *Mail Order<br>Network Pharmacy or Preferred 90 Day Retail<br>Network Pharmacy |
| Tier 1<br>Prescription<br>Drug Products | \$10  | \$25   |
| Tier 2<br>Prescription<br>Drug Products | \$35  | \$87.50  |
| Tier 3<br>Prescription<br>Drug Products | \$60  | \$150  |

Benefit Plan Co-payment/Co-insurance - The amount you pay for Prescription Drug Products.

\* Only certain Prescription Drug Products are available through mail order; please visit [myuhc.com](http://myuhc.com)<sup>®</sup> or call Customer Care at the telephone number on the back of your ID card for more information. If you choose to opt out of Mail Order Network Pharmacy but do not inform us, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at the Retail Network Pharmacy.

## Other Important Information about your Outpatient Prescription Drug Benefits

For Prescription Drug Products at a retail Network Pharmacy, you are responsible for paying the lowest of the applicable Co-payment and/or Co-insurance, the Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product or the Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the applicable Co-payment and/or Co-insurance or the Prescription Drug Charge for that Prescription Drug Product. See the Co-payments and/or Co-insurance stated in the Benefit Information table for amounts.

For a single Co-payment and/or Co-insurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at [myuhc.com](http://myuhc.com)<sup>®</sup> or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, no Benefit will be paid for that Prescription Drug Product.

You may be required to fill the first Prescription Drug Product order and obtain 2 refills through a retail pharmacy before using a mail order Network Pharmacy.

If you require certain Maintenance Medications, we may direct you to the Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy to obtain those Maintenance Medications. If you choose not to obtain your Maintenance Medications from the Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy, you may opt-out of the Maintenance Medication Program by contacting us at [myuhc.com](http://myuhc.com)<sup>®</sup> or the telephone number on your ID card. If you choose to opt out when directed to a Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy but do not inform us, no Benefits will be paid for that Prescription Drug Product after the allowed number of fills at Retail Network Pharmacy.

Certain Preventive Care Medications maybe covered. You can get more information by contacting us at [myuhc.com](http://myuhc.com)<sup>®</sup> or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at [myuhc.com](http://myuhc.com)<sup>®</sup> or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

## PHARMACY EXCLUSIONS

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

### Exclusions

- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental treatments for specific diseases and/or dosage regimens determined by us to be experimental, investigational or unproven.
- Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drug Products for any condition, Injury, Sickness or Mental Illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in your Certificate. This includes all forms of vaccines/immunizations. This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
- Durable Medical Equipment, including insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging or repackagers of Prescription Drug Products.
- Medications used for cosmetic purposes.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Service.
- Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
- Prescription Drug Products when prescribed to treat infertility.
- Certain Prescription Drug Products for tobacco cessation.
- Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration (FDA) and requires a Prescription Order or Refill. Compounded drugs that contain a non-FDA approved bulk chemical. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.)
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless we have designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that we have determined are Therapeutically Equivalent to an over-the-counter drug or supplement. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain new Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
- Any oral non-sedating antihistamine or antihistamine-decongestant combination.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease and prescription medical food products, even when used for the treatment of Sickness or Injury. An exception to this exclusion may apply if coverage is provided in your Certificate for Enteral Formulas in Section 1 of the COC.
- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Prescription Drug Products designed to adjust sleep schedules, such as for jet lag or shift work.
- Prescription Drug Products when prescribed as sleep aids.

## PHARMACY EXCLUSIONS CONTINUED

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- A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain Prescription Drug Products that have not been prescribed by a Specialist.
- Outpatient Prescription Drug Products obtained from an Out-of-Network Pharmacy.
- A Prescription Drug Product that contains marijuana, including medical marijuana.
- Dental products, including but not limited to prescription fluoride topicals.
- A Prescription Drug Product with either an approved biosimilar or a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product. For the purpose of this exclusion a "biosimilar" is a biological Prescription Drug Product approved based on both of the following: it is highly similar to a reference product (a biological Prescription Drug Product) and it has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times during a calendar year and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Diagnostic kits and products.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
- Treatment for toenail Onychomycosis (toenail fungus).

FLMPKAA12518

Item#      Rev. Date

213-13551    0318\_rev01

R14-009/Sep/Advantage/33068/2018

UnitedHealthcare Insurance Company does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

**Online:** UHC\_Civil\_Rights@uhc.com

**Mail:** Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online:** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

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

**Phone:** Toll-free 1-800-368-1019, 800-537-7697 (TDD)

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We provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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Group Number: 00516368

# TOWN OF SURFSIDE

## ALL ELIGIBLE EMPLOYEES

Here you'll find information about your following employee benefit(s). Be sure to review the enclosed - it provides everything you need to sign up for your Guardian benefits.

### PLAN HIGHLIGHTS

- Dental
- Vision



# Welcome

Dear TOWN OF SURFSIDE Employee,

We're pleased to tell you that Guardian will be our coverage provider this year. We have chosen Guardian because of its competitive rates, excellent service reputation, and extensive plan designs.

We have worked hard to negotiate group rates that will be affordable for all employees. All coverage is paid through payroll deduction.

Yamileth Slate-McCloud

TOWN OF SURFSIDE

**Dental Benefit Summary**
**Group Number:** 00516368

**About Your Benefits:**

Taking care of your teeth can be expensive. That's why the right dental insurance is so important — it not only pays for preventive care that can keep you and your family healthy, but it also helps pay for more extensive, costly and often unexpected expenses — such as fillings, crowns and root canals. Plus, you save money and have the assurance that you are getting the right care when you use one of our contracted dentists. Guardian been providing outstanding dental plans to millions of Americans for more than 50 years. When you enroll with Guardian, you have access to one of the nation's largest dental networks offering significant discounts so you know there's always high-quality, affordable dental care close by. From preventive checkups and cleanings, to comprehensive oral care treatments, we have you covered.

**Option 1:** With your **DHMO** plan, you enjoy negotiated discounts from our network dentists. You pay a fixed copay for each covered service. Out-of-network visits are not covered.

**Option 2:** With your **PPO** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist.

| Your Dental Plan                              | Option 1: DHMO                 | Option 2: PPO         |                       |
|---|--------------------------------|-----------------------|-----------------------|
| <b>Your Network is</b>                        | Guardian                       | DentalGuard Preferred |                       |
| <b>Plan year deductible</b>                   |                                | <i>In-Network</i>     | <i>Out-of-Network</i> |
| Individual                                    | No deductible                  | \$50                  | \$50                  |
| Family limit                                  |                                | 3 per family          |                       |
| Waived for                                    |                                | Preventive            | Preventive            |
| <b>Charges covered for you (co-insurance)</b> | <i>Network only</i>            | <i>In-Network</i>     | <i>Out-of-Network</i> |
| Preventive Care                               | You pay a copay for each       | 100%                  | 100%                  |
| Basic Care                                    | covered procedure. See         | 90%                   | 80%                   |
| Major Care                                    | "Plan Details", for            | 60%                   | 50%                   |
| Orthodontia                                   | more information.              | 50%                   | 50%                   |
| <b>Annual Maximum Benefit</b>                 |                                | \$2000                |                       |
| <b>Maximum Rollover</b>                       | Maximum Rollover is not        | Yes                   |                       |
| Rollover Threshold                            | applicable for this plan type. | \$800                 |                       |
| Rollover Amount                               |                                | \$400                 |                       |
| Rollover In-network Amount                    |                                | \$600                 |                       |
| Rollover Account Limit                        |                                | \$1500                |                       |
| <b>Lifetime Orthodontia Maximum</b>           | Not Applicable                 | \$1500                |                       |
| <b>Office visit copay</b>                     | \$0                            | None                  |                       |
| <b>Dependent Age Limits</b>                   | 26 *                           | 26 *                  |                       |

\***Family coverage** for spouse and children if the child is dependent upon the employee for support and is: (i) living in the employee's household; or (ii) a full-time or part-time student.

## A Sample of Services Covered by Your Plan:

|                 |   | <b>Option 1: DHMO</b>                           | <b>Option 2: PPO</b>              |                        |
|-----------------|---|---|-----------------------------------|------------------------|
|                 |   | <i>You Pay</i>                                  | <i>Plan pays (on average)</i>     |                        |
| Preventive Care | Cleaning (prophylaxis)                                | Network only<br>\$0                             | In-network<br>100%                | Out-of-network<br>100% |
|                 | Frequency:  | 2 times in 12 months <sup>^</sup>               | 2 in 12 Months                    |                        |
|                 | Fluoride Treatments                                   | \$0   | 100%                              | 100%                   |
|                 | Limits:   | No Age Limits                                   | Under Age 19                      |                        |
|                 | Oral Exams  | \$0   | 100%                              | 100%                   |
|                 | Sealants (per tooth)                                  | \$0   | 100%                              | 100%                   |
| Basic Care      | X-rays  | \$0   | 100%                              | 100%                   |
|                 | Anesthesia*   | Restrictions Apply                              | 90%                               | 80%                    |
|                 | Fillings <sup>‡</sup>                                 | \$0   | 90%                               | 80%                    |
|                 | Perio Surgery   | \$200-380                                       | 90%                               | 80%                    |
|                 | Periodontal Maintenance                               | \$0   | 90%                               | 80%                    |
|                 | Frequency:  | 2 times in 12 months <sup>^</sup><br>(Standard) | Once Every 6 Months<br>(Standard) |                        |
|                 | Root Canal  | \$120-270                                       | 90%                               | 80%                    |
|                 | Scaling & Root Planing (per quadrant)                 | \$0   | 90%                               | 80%                    |
|                 | Simple Extractions                                    | \$0   | 90%                               | 80%                    |
| Major Care      | Surgical Extractions                                  | \$30-200  | 90%                               | 80%                    |
|                 | Bridges and Dentures                                  | \$381-575                                       | 60%                               | 50%                    |
|                 | Inlays, Onlays, Veneers**                             | \$250-370                                       | 60%                               | 50%                    |
|                 | Repair & Maintenance of<br>Crowns, Bridges & Dentures | \$0-160   | 60%                               | 50%                    |
| Orthodontia     | Single Crowns   | \$375   | 60%                               | 50%                    |
|                 | Orthodontia   | \$1,500-2,800                                   | 50%                               | 50%                    |
| Cosmetic Care   | Limits:   | Adults & Child(ren)                             | Child(ren)                        |                        |
|                 | Bleaching   | \$165   | Not Covered                       | Not Covered            |

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. \*\*For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filling material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be placed prior to the age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age; then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. The total number of cleanings and periodontal maintenance procedures are combined in a 12 month period. \*General Anesthesia – restrictions apply. ‡For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings. (^Additional cleanings are available for an additional co-pay).

*This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.*

### Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date..

### Find A Dentist:

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com)  
Click on "Find A Provider"; You will need to know your plan, which can be found on the first page of your dental benefit summary.

## EXCLUSIONS AND LIMITATIONS

- Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred Network PPO plans: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-I-DG2000 et al.
- This policy provides dental coverage only. This policy provides managed care dental benefits through a network of participating general dentists and specialty care dentists. Except for limited emergency services, benefits will be provided for services provided by the primary care dentist selected by the member. The member must pay the primary care dentist a patient charge/copayment for most covered services. No benefits will be paid for treatment by a specialist unless the patient is referred by his or her primary care dentist and the referral is approved under the policy. Only those services listed in the policy's schedule of benefits are covered. Certain services are subject to frequency or other periodic limitations. Where orthodontic benefits are specifically included, the policy provides for one course of comprehensive treatment per member. Unless specifically included, the Managed Dental Care policy does not provide orthodontic benefits if comprehensive orthodontic treatment or retention is in progress as of the member's effective date under the Managed Dental Care policy. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The applicable Managed Dental Care documents are the final arbiter of coverage. See your Certificate for complete specifics of all Exclusions and Limitations. All products, unless otherwise noted, are underwritten by The Guardian Life Insurance Company of America ("Guardian") or one of the following wholly-owned Guardian subsidiaries: Managed Dental Care (CA); First Commonwealth Insurance Company (IL); First Commonwealth Limited Health Services Corporation (IN); First Commonwealth Limited Health Services Corporation of Michigan (MI); First Commonwealth of Missouri, Inc. (MO) and Managed DentalGuard, Inc. (NJ, OH and TX). Any reference to a specific product type, including but not limited to "DHMO" or "Prepaid" is not intended to refer to a specific state license designation, but rather is merely intended to refer to a general product design. Such DHMO, or prepaid products, are licensed in the applicable jurisdiction. In addition, certain products are underwritten by Dominion Dental Services, Inc. (DC, DE, MD, PA and VA) and LIBERTY Dental Plan of Nevada, Inc. (NV). Please see the applicable policy forms for details. In the event of conflict between this brochure and the policy forms, the policy forms shall control.
- **PPO and or Indemnity Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000



# College Tuition Services

## Special reward for participants enrolled in the Dental plan

Your employer has worked with Guardian to make College Tuition Benefit services available to eligible members enrolled in a Dental plan. Welcome to the College Tuition Benefits Rewards program! You can now create your Rewards account and start accumulating your Tuition Rewards that can be used to pay up to one year's tuition at SAGE Scholar Consortium of colleges.

You can use your College Tuition Benefits Rewards at over 340 private colleges and universities across the nation. 80% of SAGE colleges have received an "America's Best" ranking by US News and World Reports. Here is how the service works

- You will receive 2,000 rewards for each year you have Guardian Dental Plan benefits
- Each Tuition Reward point equals a \$1 tuition reduction
- Tuition Rewards can be given to your relatives including children, nephews, nieces, and grandchildren

To learn more about the program and how to get started, go to: [www.Guardian.CollegeTuitionBenefit.com](http://www.Guardian.CollegeTuitionBenefit.com) to set up your account. If you have any questions, please feel free to visit the website or contact College Tuition Benefit directly at 215-839-0119.

## Register Today!

Guardian's Group Dental Insurance is underwritten by The Guardian Life Insurance Company of America (Guardian) or its subsidiaries. The Tuition Rewards program is provided by College Tuition Benefit. The Guardian Life Insurance Company of America (Guardian) does not provide any services related to this program. College Tuition Benefit is not a subsidiary or an affiliate of Guardian. #2014-15077 Exp. 12/16.

(Print and cut out ID Card)

College Tuition Benefits Rewards – ID Card

Register@

[www.Guardian.CollegeTuitionBenefit.com](http://www.Guardian.CollegeTuitionBenefit.com)

User ID: Is your Guardian Dental Plan Number that can be found on your Dental ID Card

Password: Guardian

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d

### The College Tuition Benefit

150 E. Swedesford Road, Suite 100

Wayne, PA 19087

Phone: (215) 839-0119

Fax: (215) 392-3255

# Dental Maximum Rollover<sup>®</sup>

## Save Your Unused Claims Dollars For When You Need Them Most

Guardian will roll over a portion of your unused annual maximum into your personal Maximum Rollover Account (MRA). If you reach your Plan Annual Maximum in future years, you can use money from your MRA. To qualify for an MRA, you must have a paid claim (not just a visit) and must not have exceeded the paid claims threshold during the benefit year. Your MRA may not exceed the MRA limit. You can view your annual MRA statement detailing your account and those of your dependents on [www.GuardianAnytime.com](http://www.GuardianAnytime.com).

*Please note that actual maximum limitations and thresholds vary by plan. Your plan may vary from the one used below as an example to illustrate how the Maximum Rollover functions.*

| Plan Annual Maximum*         | Threshold  | Maximum Rollover Amount  | In-Network Only Rollover Amount   | Maximum Rollover Account Limit   |
|------------------------------|--|--|---|--|
| \$2000                       | \$800  | \$400  | \$600   | \$1500   |
| Maximum claims reimbursement | Claims amount that determines rollover eligibility | Additional dollars added to Plan Annual Maximum for future years | Additional dollars added to Plan Annual Maximum for future years if only in-network providers were used during the benefit year | Plan Annual Maximum plus Maximum Rollover cannot exceed \$3,500 in total |

\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan.

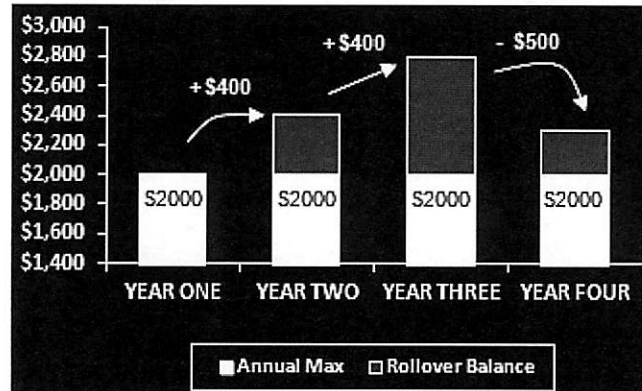
### Here's how the benefits work:

**YEAR ONE:** Jane starts with a \$2000 Plan Annual Maximum. She submits \$150 in dental claims. Since she did not reach the \$800 Threshold, she receives a \$400 rollover that will be applied to Year Two.

**YEAR TWO:** Jane now has an increased Plan Annual Maximum of \$2,400. This year, she submits \$50 in claims and receives an additional \$400 rollover added to her Plan Annual Maximum.

**YEAR THREE:** Jane now has an increased Plan Annual Maximum of \$2,800. This year, she submits \$2,500 in claims. All claims are paid due to the amount accumulated in her Maximum Rollover Account.

**YEAR FOUR:** Jane's Plan Annual Maximum is \$2,300 (\$2,000 Plan Annual Maximum + \$300 remaining in her Maximum Rollover Account).



For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

### NOTES:

You and your insured dependents maintain separate MRAs based on your own claim activity. Each MRA may not exceed the MRA limit.

Cases on either a calendar year or policy year accumulation basis qualify for the Maximum Rollover feature. For calendar year cases with an effective date in October, November or December, the Maximum Rollover feature starts as of the first full benefit year. For example, if a plan starts in November of 2013, the claim activity in 2014 will be used and applied to MRAs for use in 2015.

Under either benefit year set up (calendar year or policy year), Maximum Rollover for new entrants joining with 3 months or less remaining in the benefit year, will not begin until the start of the next full benefit year. Maximum Rollover is deferred for members who have coverage of Major services deferred. For these members, Maximum Rollover starts when coverage of Major services starts, or the start of the next benefit year if 3 months or less remain until the next benefit year. (Actual eligibility timeframe may vary. See your Plan Details for the most accurate information.)

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

Policy Form #GP-1-DG2000, et al.

| CDT Codes ++ | Covered Dental Services   | Patient Charges |
|--------------|---|-----------------|
| D0999        | Office visit during regular hours, general dentist only *   | \$0             |
|              | <b>Evaluations</b>  |                 |
| D0120        | Periodic oral examination – established patient   | 0               |
| D0140        | Limited oral evaluation – problem focused   | 0               |
| D0145        | Oral evaluation for a patient under three years of age and counseling with primary caregiver  | 0               |
| D0150        | Comprehensive oral evaluation – new or established patient  | 0               |
| D0170        | Re-evaluation – limited, problem focused (established patient, not post-operative visit)  | 0               |
| D0180        | Comprehensive periodontal evaluation – new or established patient   | 0               |
|              | <b>Radiographs/Diagnostic Imaging (Including Interpretation)</b>  |                 |
| D0210        | Intraoral – complete series (including bitewings)   | 0               |
| D0220        | Intraoral – periapical first film   | 0               |
| D0230        | Intraoral – periapical each additional film   | 0               |
| D0240        | Intraoral – occlusal film   | 0               |
| D0270        | Bitewing – single film  | 0               |
| D0272        | Bitewings – two films   | 0               |
| D0273        | Bitewings – three films   | 0               |
| D0274        | Bitewings – four films  | 0               |
| D0277        | Vertical bitewings – 7 to 8 films   | 0               |
| D0330        | Panoramic film  | 0               |
|              | <b>Tests and Examinations</b>   |                 |
| D0431        | Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures | 50              |
| D0460        | Pulp vitality tests   | 0               |
| D0470        | Diagnostic casts  | 0               |
|              | <b>Dental Prophylaxis</b>   |                 |
| D1110        | Prophylaxis – adult, for the first two services in any 12-month period + #  | 0               |
| D1120        | Prophylaxis – child, for the first two services in any 12-month period + #  | 0               |
| D1999        | Prophylaxis – adult or child, for each additional service in same 12-month period + #   | 60              |
|              | <b>Topical Fluoride Treatment (Office Procedure)</b>  |                 |
| D1203        | Topical application of fluoride (prophylaxis not included) – child, for the first two services in any 12-month period + =   | 0               |
| D1204        | Topical application of fluoride (prophylaxis not included) – adult, for the first two services in any 12-month period + =   | 0               |
| D1206        | Topical fluoride varnish; therapeutic application for moderate to high caries risk patients, for the first two services in any 12-month period + =                        | 0               |
| D2999        | Topical fluoride (adult or child), each additional service in the same 12-month period + =  | 20              |
|              | <b>Other Preventive Services</b>  |                 |
| D1310        | Nutritional counseling for control of dental disease  | 0               |
| D1330        | Oral hygiene instructions   | 0               |
| D1351        | Sealant – per tooth (molars) *  | 0               |
| D9999        | Sealant – per tooth (non-molars) *  | 35              |
|              | <b>Space Maintenance (Passive Appliances)</b>   |                 |
| D1510        | Space maintainer – fixed - unilateral   | 0               |
| D1515        | Space maintainer – fixed - bilateral  | 0               |
| D1525        | Space maintainer – removable - bilateral  | 0               |
| D1550        | Re-cementation of space maintainer  | 0               |
| D1555        | Removal of fixed space maintainer   | 0               |
|              | <b>Amalgam Restorations (Including Polishing)</b>   |                 |
| D2140        | Amalgam – one surface, primary or permanent   | 0               |
| D2150        | Amalgam – two surfaces, primary or permanent  | 0               |
| D2160        | Amalgam – three surfaces, primary or permanent  | 0               |
| D2161        | Amalgam – four or more surfaces, primary or permanent   | 0               |
|              | <b>Resin-Based Composite Restorations - Direct</b>  |                 |
| D2330        | Resin-based composite – one surface, anterior   | 0               |
| D2331        | Resin-based composite – two surfaces, anterior  | 0               |
| D2332        | Resin-based composite – three surfaces, anterior  | 0               |
| D2335        | Resin-based composite – four or more surfaces or involving incisal angle (anterior)   | 0               |
| D2390        | Resin-based composite crown, anterior   | 75              |
| D2391        | Resin-based composite – one surface, posterior  | 0               |
| D2392        | Resin-based composite – two surfaces, posterior   | 0               |
| D2393        | Resin-based composite – three surfaces, posterior   | 0               |
| D2394        | Resin-based composite – four or more surfaces, posterior  | 0               |
|              | <b>Inlay/Onlay Restorations **</b>  |                 |
| D2510        | Inlay – metallic – one surface **   | 265             |
| D2520        | Inlay – metallic – two surfaces **  | 320             |
| D2530        | Inlay – metallic – three or more surfaces **  | 350             |
| D2542        | Onlay – metallic – two surfaces **  | 350             |
| D2543        | Onlay – metallic – three surfaces **  | 360             |
| D2544        | Onlay – metallic – four or more surfaces **   | 370             |
| D2610        | Inlay – porcelain/ceramic – one surface   | 265             |
| D2620        | Inlay – porcelain/ceramic – two surfaces  | 320             |
| D2630        | Inlay – porcelain/ceramic – three or more surfaces  | 350             |
| D2642        | Onlay – porcelain/ceramic – two surfaces  | 350             |
| D2643        | Onlay – porcelain/ceramic – three surfaces  | 360             |
| D2644        | Onlay – porcelain/ceramic – four or more surfaces   | 370             |

| CDT Codes ++ | Covered Dental Services   | Patient Charges |
|--------------|---|-----------------|
|              | <b>Crowns – Single Restorations Only ^^</b>   |                 |
| D2740        | Crown – porcelain/ceramic substrate   | \$395           |
| D2750        | Crown – porcelain fused to high noble metal **  | 375             |
| D2751        | Crown – porcelain fused to predominantly base metal   | 375             |
| D2752        | Crown – porcelain fused to noble metal  | 375             |
| D2760        | Crown – ¾ cast high noble metal   | 365             |
| D2781        | Crown – ¾ cast predominantly base metal   | 365             |
| D2782        | Crown – ¾ cast noble metal  | 365             |
| D2783        | Crown – ¾ porcelain/ceramic   | 365             |
| D2790        | Crown – full cast high noble metal **   | 375             |
| D2791        | Crown – full cast predominantly base metal  | 375             |
| D2792        | Crown – full cast noble metal   | 375             |
| D2794        | Crown – titanium  | 375             |
|              | <b>Other Restorative Services</b>   |                 |
| D2910        | Recement inlay, onlay, or partial coverage restoration  | 0               |
| D2915        | Recement cast or prefabricated post and core  | 0               |
| D2920        | Recement crown  | 0               |
| D2930        | Prefabricated stainless steel crown – primary tooth   | 88              |
| D2931        | Prefabricated stainless steel crown – permanent tooth   | 88              |
| D2932        | Prefabricated resin crown   | 108             |
| D2933        | Prefabricated stainless steel crown with resin window   | 108             |
| D2934        | Prefabricated esthetic coated stainless steel crown – primary tooth   | 115             |
| D2940        | Sedative filling  | 0               |
| D2950        | Core buildup, including any pins  | 100             |
| D2951        | Pin retention – per tooth, in addition to restoration   | 18              |
| D2952        | Post and core in addition to crown, indirectly fabricated   | 155             |
| D2953        | Each additional indirectly fabricated post – same tooth   | 79              |
| D2954        | Prefabricated post and core in addition to crown  | 125             |
| D2957        | Each additional prefabricated post – same tooth   | 51              |
| D2960        | Labial veneer (resin laminate) – chairside  | 250             |
| D2970        | Temporary crown (fractured tooth)   | 86              |
| D2971        | Additional procedures to construct new crown under existing partial denture framework   | 125             |
|              | <b>Pulp Capping</b>   |                 |
| D3110        | Pulp cap – direct (excluding final restoration)   | 0               |
| D3120        | Pulp cap – indirect (excluding final restoration)   | 0               |
|              | <b>Pulpotomy</b>  |                 |
| D3220        | Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament | 0               |
| D3221        | Pulpal debridement, primary and permanent teeth   | 0               |
| D3222        | Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development   | 0               |
| D3230        | Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)   | 0               |
| D3240        | Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)  | 0               |
|              | <b>Endodontic Therapy (Including Treatment Plan, Clinical Procedures And Follow-up Care)</b>  |                 |
| D3310        | Root canal, anterior (excluding final restoration)  | 120             |
| D3320        | Root canal, bicuspid (excluding final restoration)  | 145             |
| D3330        | Root canal, molar (excluding final restoration)   | 270             |
| D3331        | Treatment of root canal obstruction; non-surgical access  | 0               |
| D3332        | Incomplete endodontic therapy; inoperable, unresorbable or fractured tooth  | 75              |
| D3333        | Internal root repair of perforation defects   | 116             |
|              | <b>Endodontic Retreatment</b>   |                 |
| D3346        | Retreatment of previous root canal therapy – anterior   | 375             |
| D3347        | Retreatment of previous root canal therapy – bicuspid   | 425             |
| D3348        | Retreatment of previous root canal therapy – molar  | 525             |
|              | <b>Apicoectomy/Periradicular Services</b>   |                 |
| D3410        | Apicoectomy/periradicular surgery – anterior  | 240             |
| D3421        | Apicoectomy/periradicular surgery – bicuspid (first root)   | 270             |
| D3425        | Apicoectomy/periradicular surgery – molar (first root)  | 320             |
| D3426        | Apicoectomy/periradicular surgery (each additional root)  | 116             |
| D3430        | Retrograde filling – per root   | 72              |
| D3950        | Canal preparation and fitting of prefomed dowel or post   | 20              |
|              | <b>Surgical Services (Including Usual Postoperative Care)</b>   |                 |
| D4210        | Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant  | 200             |
| D4211        | Gingivectomy or gingivoplasty – one to three contiguous teeth or bounded teeth spaces per quadrant  | 60              |
| D4240        | Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant                        | 240             |
| D4241        | Gingival flap procedure, including root planing – one to three contiguous teeth or bounded teeth spaces per quadrant                        | 144             |
| D4249        | Clinical crown lengthening – hard tissue  | 280             |
| D4260        | Osseous surgery (including flap entry and closure) – four or more contiguous teeth or bounded teeth spaces per quadrant                     | 380             |
| D4261        | Osseous surgery (including flap entry and closure) – one to three contiguous teeth or bounded teeth spaces per quadrant                     | 230             |
| D4268        | Surgical revision procedure, per tooth  | 0               |
| D4270        | Pedicle soft tissue graft procedure   | 350             |
| D4271        | Free soft tissue graft procedure (including donor site surgery)   | 363             |
| D4273        | Subepithelial connective tissue graft procedures, per tooth   | 399             |



| CDT Codes ++ | Covered Dental Services   | Patient Charges |
|--------------|---|-----------------|
|              | <b>Non-Surgical Periodontal Service</b>   |                 |
| D4341        | Periodontal scaling and root planing – four or more teeth per quadrant  | \$0             |
| D4342        | Periodontal scaling and root planing – one to three teeth per quadrant  | 0               |
| D4355        | Full mouth debridement to enable comprehensive evaluation and diagnosis   | 0               |
|              | <b>Other Periodontal Services</b>   |                 |
| D4910        | Periodontal maintenance, for the first two services in any 12-month period + #  | 0               |
| D4920        | Unscheduled dressing change (by someone other than treating dentist)  | 0               |
| D4999        | Periodontal maintenance, each additional service in same 12-month period + #  | 60              |
|              | <b>Complete Dentures (Including Routine Post-Delivery Care)</b>   |                 |
| D5110        | Complete denture – maxillary  | 452             |
| D5120        | Complete denture – mandibular   | 452             |
| D5130        | Immediate denture – maxillary   | 492             |
| D5140        | Immediate denture – mandibular  | 492             |
|              | <b>Partial Dentures (Including Routine Post-Delivery Care)</b>  |                 |
| D5211        | Maxillary partial denture – resin base (including any conventional clasps, rests and teeth)                                     | 381             |
| D5212        | Mandibular partial denture – resin base (including any conventional clasps, rests and teeth)                                    | 443             |
| D5213        | Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)  | 500             |
| D5214        | Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) | 500             |
| D5225        | Maxillary partial denture – flexible base (including any clasps, rests and teeth)   | 575             |
| D5226        | Mandibular partial denture – flexible base (including any clasps, rests and teeth)  | 575             |
|              | <b>Adjustments to Dentures</b>  |                 |
| D5410        | Adjust complete denture – maxillary   | 0               |
| D5411        | Adjust complete denture – mandibular  | 0               |
| D5421        | Adjust partial denture – maxillary  | 0               |
| D5422        | Adjust partial denture – mandibular   | 0               |
|              | <b>Repairs To Complete Dentures</b>   |                 |
| D5510        | Repair broken complete denture base   | 40              |
| D5520        | Replace missing or broken teeth – complete denture (each tooth)   | 36              |
|              | <b>Repairs To Partial Dentures</b>  |                 |
| D5610        | Repair resin denture base   | 44              |
| D5620        | Repair cast framework   | 80              |
| D5630        | Repair or replace broken clasp  | 56              |
| D5640        | Replace broken teeth – per tooth  | 36              |
| D5650        | Add tooth to existing partial denture   | 52              |
| D5660        | Add clasp to existing partial denture   | 64              |
| D5670        | Replace all teeth and acrylic on cast metal framework (maxillary)   | 196             |
| D5671        | Replace all teeth and acrylic on cast metal framework (mandibular)  | 196             |
|              | <b>Denture Rebase Procedures</b>  |                 |
| D5710        | Rebase complete maxillary denture   | 160             |
| D5711        | Rebase complete mandibular denture  | 160             |
| D5720        | Rebase maxillary partial denture  | 160             |
| D5721        | Rebase mandibular partial denture   | 160             |
|              | <b>Denture Reline Procedures</b>  |                 |
| D5730        | Reline complete maxillary denture (chairside)   | 88              |
| D5731        | Reline complete mandibular denture (chairside)  | 88              |
| D5740        | Reline maxillary partial denture (chairside)  | 88              |
| D5741        | Reline mandibular partial denture (chairside)   | 88              |
| D5750        | Reline complete maxillary denture (laboratory)  | 120             |
| D5751        | Reline complete mandibular denture (laboratory)   | 120             |
| D5760        | Reline maxillary partial denture (laboratory)   | 120             |
| D5761        | Reline mandibular partial denture (laboratory)  | 120             |
|              | <b>Interim Prosthesis</b>   |                 |
| D5820        | Interim partial denture (maxillary)   | 175             |
| D5821        | Interim partial denture (mandibular)  | 175             |
|              | <b>Other Removable Prosthetic Services</b>  |                 |
| D5850        | Tissue conditioning, maxillary  | 36              |
| D5851        | Tissue conditioning, mandibular   | 36              |
|              | <b>Fixed Partial Denture Pontics **</b>   |                 |
| D6210        | Pontic – cast high noble metal **   | 350             |
| D6211        | Pontic – cast predominantly base metal  | 350             |
| D6212        | Pontic – cast noble metal   | 350             |
| D6214        | Pontic – titanium   | 350             |
| D6240        | Pontic – porcelain fused to high noble metal **   | 350             |
| D6241        | Pontic – porcelain fused to predominantly base metal  | 350             |
| D6242        | Pontic – porcelain fused to noble metal   | 350             |
| D6245        | Pontic – porcelain/ceramic  | 360             |
|              | <b>Fixed Partial Denture Retainers – Inlays/Onlays **</b>   |                 |
| D6600        | Inlay – porcelain/ceramic – two surfaces  | 320             |
| D6601        | Inlay – porcelain/ceramic – three or more surfaces  | 350             |
| D6602        | Inlay – cast high noble metal, two surfaces   | 320             |
| D6603        | Inlay – cast high noble metal, three or more surfaces **  | 350             |
| D6604        | Inlay – cast predominantly base metal, two surfaces   | 320             |

| CDT Codes ++ | Covered Dental Services  | Patient Charges |
|--------------|--|-----------------|
|              | <b>Fixed Partial Denture Retainers – Inlays/Onlays ^^ (continued)</b>  |                 |
| D6605        | Inlay – cast predominantly base metal, three or more surfaces  | \$350           |
| D6606        | Inlay – cast noble metal, two surfaces   | 320             |
| D6607        | Inlay – cast noble metal, three or more surfaces   | 350             |
| D6608        | Onlay – porcelain/ceramic, two surfaces  | 350             |
| D6609        | Onlay – porcelain/ceramic, three or more surfaces  | 360             |
| D6610        | Onlay – cast high noble metal, two surfaces **   | 350             |
| D6611        | Onlay – cast high noble metal, three or more surfaces **   | 360             |
| D6612        | Onlay – cast predominantly base metal, two surfaces  | 350             |
| D6613        | Onlay – cast predominantly base metal, three or more surfaces  | 360             |
| D6614        | Onlay – cast noble metal, two surfaces   | 350             |
| D6615        | Onlay – cast noble metal, three or more surfaces   | 360             |
| D6624        | Inlay – titanium   | 320             |
| D6634        | Onlay – titanium   | 350             |
|              | <b>Fixed Partial Denture Retainers – Crowns ^^</b>   |                 |
| D6740        | Crown – porcelain/ceramic  | 395             |
| D6750        | Crown – porcelain fused to high noble metal **   | 375             |
| D6751        | Crown – porcelain fused to predominantly base metal  | 375             |
| D6752        | Crown – porcelain fused to noble metal   | 375             |
| D6780        | Crown – ¾ cast high noble metal **   | 365             |
| D6781        | Crown – ¾ cast predominantly base metal  | 365             |
| D6782        | Crown – ¾ cast noble metal   | 365             |
| D6783        | Crown – ¾ porcelain/ceramic  | 365             |
| D6790        | Crown – full cast high noble metal **  | 375             |
| D6791        | Crown – full cast predominantly base metal   | 375             |
| D6792        | Crown – full cast noble metal  | 375             |
| D6794        | Crown – titanium   | 375             |
|              | <b>Other Fixed Partial Denture Services</b>  |                 |
| D6930        | Recement fixed partial denture   | 36              |
| D6970        | Post and core in addition to fixed partial denture retainer, indirectly fabricated                                       | 155             |
| D6972        | Prefabricated post and core in addition to fixed partial denture retainer  | 125             |
| D6973        | Core build up for retainer, including any pins   | 100             |
| D6976        | Each additional cast post – same tooth   | 79              |
| D6977        | Each additional prefabricated post – same tooth  | 51              |
| D6999        | Multiple crown and bridge unit treatment plan – per unit, six or more units per treatment plan ^^                        | 125             |
|              | <b>Extractions</b>   |                 |
| D7111        | Extraction, coronal remnants – deciduous tooth   | 0               |
| D7140        | Extraction, erupted tooth or exposed root (elevation and/or forceps removal)   | 0               |
|              | <b>Surgical Extractions (Includes Local Anesthesia, Suturing, If Needed, And Routine Postoperative Care)</b>             |                 |
| D7210        | Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth | 30              |
| D7220        | Removal of impacted tooth – soft tissue  | 114             |
| D7230        | Removal of impacted tooth – partially bony   | 140             |
| D7240        | Removal of impacted tooth – completely bony  | 160             |
| D7241        | Removal of impacted tooth – completely bony, with unusual surgical complications   | 200             |
| D7250        | Surgical removal of residual tooth roots (cutting procedure)   | 35              |
| D7281        | Primary closure of a sinus perforation   | 250             |
|              | <b>Other Surgical Procedures</b>   |                 |
| D7280        | Surgical access of an unerupted tooth  | 250             |
| D7283        | Placement of device to facilitate eruption of impacted tooth   | 50              |
| D7285        | Biopsy of oral tissue – hard (bone, tooth)   | 60              |
| D7286        | Biopsy of oral tissue – soft   | 50              |
| D7288        | Brush biopsy – transepithelial sample collection   | 65              |
|              | <b>Alveoloplasty – Surgical Preparation Of Ridge For Dentures</b>  |                 |
| D7310        | Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant                         | 125             |
| D7311        | Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant                         | 65              |
| D7320        | Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant                     | 150             |
| D7321        | Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant                     | 105             |
|              | <b>Surgical Excision Of Intra-Osseous Lesions</b>  |                 |
| D7450        | Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm  | 180             |
| D7451        | Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm                                       | 289             |
|              | <b>Excision Of Bone Tissue</b>   |                 |
| D7471        | Removal of lateral exostosis (maxilla or mandible)   | 204             |
| D7472        | Removal of torus palatinus   | 283             |
| D7473        | Removal of torus mandibularis  | 283             |
|              | <b>Surgical Incision</b>   |                 |
| D7510        | Incision and drainage of abscess – intraoral soft tissue   | 25              |
| D7511        | Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)    | 30              |
|              | <b>Other Repair Procedures</b>   |                 |
| D7960        | Frenulectomy (frenectomy or frenotomy) – separate procedure  | 133             |
| D7963        | Frenuloplasty  | 163             |

| CDT Codes ++ | Covered Dental Services  | Patient Charges |
|--------------|--|-----------------|
|              | <b>Unclassified Treatment</b>  |                 |
| D9110        | Palliative (emergency) treatment of dental pain – minor procedure  | \$0             |
| D9120        | Fixed partial denture sectioning   | 15              |
| D9215        | Local anesthesia   | 0               |
| D9220        | Deep sedation/general anesthesia – first 30 minutes +++  | 195             |
| D9221        | Deep sedation/general anesthesia – each additional 15 minutes +++  | 75              |
| D9241        | Intravenous conscious sedation/analgesia – first 30 minutes +++  | 195             |
| D9242        | Intravenous conscious sedation/analgesia – each additional 15 minutes +++                                      | 75              |
|              | <b>Professional Consultation</b>   |                 |
| D9310        | Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment) | 0               |
|              | <b>Professional Visits</b>   |                 |
| D9430        | Office visit for observation (during regularly scheduled hours) – no other services performed                  | 0               |
| D9440        | Office visit – after regularly scheduled hours   | 50              |
| D9450        | Case presentation, detailed and extensive treatment planning   | 0               |
|              | <b>Miscellaneous Services</b>  |                 |
| D9951        | Occlusal adjustment – limited  | 10              |
| D9971        | Odontoplasty – one to two teeth  | 10              |
| D9972        | External bleaching – per arch  | 165             |
|              | Broken appointment   | 25              |

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- + The Patient Charges for codes D1110, D1120, D1203, D1204, D1206 and D4910 are limited to the first two services in any 12-month period. For each additional service in the same 12-month period, see codes D1999, D2999 and D4999 for the applicable Patient Charge.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan booklet and the Manual (including the Quality Management retrospective review). Other codes may be used to describe Covered Services.
- \* The Member will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is an "M". The Plan will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is a "G". The ID Card and Eligibility Report will indicate if the Office Visit Fee is \$5 or \$10.
- # Routine prophylaxis or periodontal maintenance procedure - a total of four services in any 12-month period. One of the covered periodontal maintenance procedures may be performed by a participating periodontal Specialist if done within three to six months following completion of approved, active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a participating periodontal Specialist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
- = Fluoride Treatment - a total of four services in any 12-month period.
- ^ Sealants are limited to permanent teeth up to the 16th birthday.
- \*\* If high noble metal is used, there will be an additional Patient Charge for the actual cost of the high noble metal.
- ^^ The Patient Charge for these services is per unit.
- +++ Procedure codes D9220, D9221, D9241 and D9242 are limited to a participating oral surgery Specialist. Additionally, these services are only covered in conjunction with other covered surgical services.

Underwritten by: (IL) - First Commonwealth Insurance Company, (MO) - First Commonwealth of Missouri, (IN) - First Commonwealth Limited Health Services Corporation, (MI) - First Commonwealth Inc., (CA) - Managed Dental Care, (TX) - Managed DentalGuard, Inc. (DHMO), (NJ) - Managed DentalGuard, Inc., (FL, NY) - The Guardian Life Insurance Company of America. All First Commonwealth, Managed DentalGuard, Inc., and Managed Dental Care entities referenced are wholly-owned subsidiaries of The Guardian Life Insurance Company of America. Limitations and exclusions apply. Plan documents are the final arbiter of coverage.

The Guardian Life Insurance Company of America, New York, NY 10004

2008-6567

# MANAGED DENTALGUARD ORTHODONTIC BENEFITS

## Managed DentalGuard Orthodontic Plan Schedule – Option W

| CDT Codes | Covered Services and Patient Charges  | Patient Charges | Orthodontics In Progress |
|-----------|---|-----------------|--------------------------|
|           | <b>Orthodontics</b>   |                 |                          |
| D8070     | Comprehensive orthodontic treatment of the transitional dentition **                            |                 |                          |
| D8080     | Comprehensive orthodontic treatment of the adolescent dentition **                              | Child: \$1500   | ***                      |
| D8090     | Comprehensive orthodontic treatment of the adult dentition **                                   | Adult: 2800     | ***                      |
| D8660     | Pre-orthodontic treatment visit (includes treatment plan, records, evaluation and consultation) | 250             | ***                      |
| D8670     | Periodic orthodontic treatment visit  | 0               | ***                      |
| D8680     | Orthodontic retention   | 400             | ***                      |
|           | Broken appointment  | 25              | ***                      |

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- \*\* Child orthodontics is limited to dependent children under age 19; adult orthodontics is limited to dependent children age 19 and above and employee or spouse. A Member's age is determined on the date of banding.
- \*\*\* Treatment in progress: Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded. Orthodontic treatment procedures which are listed on the Plan Schedule and were started but not completed prior to the Member's eligibility to receive benefits under this plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment at a patient charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. In this situation retention services would also be at 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. When comprehensive orthodontic treatment is started prior to the Member's eligibility to receive benefits under this plan, the Patient Charge for orthodontic retention is equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Orthodontic Takeover Treatment-in-Progress section.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan Booklet and the Manual.

### The Plan Covers:

- Orthodontic services as listed under Covered Dental Services and Patient Charges, limited to one (1) course of treatment per Member. We must preauthorize treatment, and it must be performed by a Participating Orthodontic Specialist Dentist.
- Up to twenty-four (24) months of comprehensive orthodontic treatment.
- Treatment plan and records, including initial records and any interim and final records.
- Comprehensive orthodontic treatment, including the fixed banding appliances and related visits only.
- Retention services following a course of comprehensive orthodontic treatment that was covered under this Plan.
- Orthodontic retention, including any and all necessary fixed and removable appliances and related visits.
- If a Member has orthodontic treatment associated with orthognathic surgery (a non-covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member will be responsible for additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialist Dentist's usual fee.

### This Plan Does Not Cover:

- Any procedure listed as an exclusion, in excess of Plan limitations, or as not covered under MDG.
- Orthodontic treatment performed by any dentist other than a Participating Orthodontic Specialist Dentist.
- Limited orthodontic treatment and interceptive (Phase I) treatment.
- Treatment beyond twenty-four (24) months. (The Member will be responsible for an additional charge for each additional month of treatment, based upon the Participating Orthodontic Specialist Dentist's contracted fee.)
- Except as described under treatment in progress – orthodontic treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontist Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment.
- Orthodontic services after a Member's coverage terminates.
- Any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets.
- Procedures, appliances or devices to (a) guide minor tooth movement or (b) to correct or control harmful habits.
- Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.
- Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.
- Extractions performed solely to facilitate orthodontic treatment.
- Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.
- If a Member transfers to another Participating Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member will be responsible for any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

Managed DentalGuard is underwritten by Managed Dental Care in CA; First Commonwealth in IL, MO, MI and IN; Guardian in FL and NY, and Managed DentalGuard, Inc. in NJ and TX. Managed Dental Care, First Commonwealth and Managed DentalGuard, Inc. are wholly owned subsidiaries of The Guardian Life Insurance Company of America.

# **MANAGED DENTALGUARD**

## **CA, CO, FL, IL, IN, MI, MO, NJ, NY, and OH**

### **FINE PRINT**

**(For MDG Plans U10G, U11G, U20G, U21G, U30G, U31G, U40G, U41G, U50G, U51G, U60G, U61G, U10M, U11M, U20M, U21M, U30M, U31M, U40M, U41M, U50M, U51M, U60M, and U61M)**

Managed DentalGuard (Guardian, First Commonwealth, Managed Dental Care, Managed DentalGuard, MDG) (Us; We) combines broad dental coverage with a number of cost-saving features for you and your family. Many procedures are covered at no cost to you. There are no claim forms to complete, no deductibles and no yearly maximums.

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#### **Emergency Dental Services (Applicable in CA, CO, FL, NJ and OH only)**

The MDG network also provides for emergency dental services 24 hours a day, 7 days a week, to all Members. A Member should contact his or her selected Primary Care Dentist (PCD), who will arrange for such care.

A Member may require emergency dental services when he or she is unable to obtain services from his or her PCD. The Member should contact his or her PCD for a referral to another Dentist or contact Us for an authorization to obtain services from another Dentist. The Member must submit to Us: (a) the bill incurred as a result of the emergency; (b) evidence of payment; and (c) a brief explanation of the emergency. This should be done within 60 days or as soon as reasonably possible. We will reimburse the Member for the cost of covered emergency dental services, less the applicable Patient Charge(s).

When emergency dental services are provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by Us, coverage is limited to the benefit for palliative treatment (code D9110) only.

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#### **Emergency Dental Services (Applicable in IL, IN, MI, and MO only)**

Emergency Dental Services means only covered, bona fide emergency services which are reasonably necessary to relieve the sudden onset of severe pain, fever, swelling serious bleeding or severe discomfort, or to prevent the imminent loss of teeth. Services related to the initial emergency condition but not required specifically to relieve pain, discomfort, bleeding or swelling or to prevent imminent tooth loss, including services performed at the emergency visit and services performed at subsequent visits, are not considered emergency dental services.

A Member should contact his or her PCD who will arrange for Emergency Dental Services. All PCDs are required to have arrangements for Emergency Dental Services 24 hours a day, 7 days a week.

A Member may require Emergency Dental Services when he or she is unable to obtain services from his or her PCD. The Member should contact his or her PCD for a referral to another dentist or contact First Commonwealth's Member Services Department for an authorization to obtain services from another dentist. The Member must submit to First Commonwealth: (a) the bill incurred as a result of the emergency; (b) evidence of payment; and (c) a brief explanation of the emergency. This should be done within 30 days or as soon as reasonably possible. First Commonwealth will reimburse the Member for the cost of Emergency Dental Services, less the applicable Patient Charge(s).

When Emergency Dental Services are provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by First Commonwealth, coverage is limited to the benefit for palliative treatment (code D9110) only.

Follow-up care, if needed, should be provided by the Member's PCD.

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#### **Emergency Dental Services (Applicable in NY only)**

We provide for Emergency Dental Services 24 hours a day, 7 days a week, to all Members. A Member should contact his or her selected and assigned PCD, who will make arrangements for such care. If the Member is unable to reach his or her PCD in an emergency during normal business hours, he or she must contact our Member Services Department for instructions. If the Member is not able to reach his or her PCD in an emergency after normal business hours, the Member may seek Emergency Dental Services from any dentist. Then, within 2 business days, he or she should call Guardian to advise of the emergency claim. The Member must submit to Guardian: (a) the bill incurred as a result of the emergency; (b) evidence of payment; (c) a brief explanation of the

emergency; and (d) a description of the attempt to reach his or her PCD. This must be done within 90 days, or as soon as is reasonably possible. Guardian will reimburse the Member for 50% of the cost of the Emergency Dental Services.

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#### **General Guidelines For Alternative Procedures**

There may be a number of accepted methods of treating a specific dental condition. When a Member selects an alternative procedure over the service recommended by the PCD, the Member must pay the difference between the PCD's usual charges for the recommended service and the alternative procedure. He or she will also have to pay the applicable Patient Charge for the recommended service.

When the Member selects a posterior composite restoration as an alternative procedure to a recommended amalgam restoration, the alternative procedure policy does not apply.

When the Member selects an extraction as an alternative procedure to root canal therapy, the alternative procedure does not apply.

When the PCD recommends a crown, the alternative procedure policy does not apply, regardless of the type of crown placed. The type of crown includes, but is not limited to: (a) a full metal crown; (b) a porcelain fused to metal crown; or (c) a porcelain crown. The Member must pay the applicable Patient Charge for the crown actually placed.

The Plan provides for the use of noble, high noble and base metals for inlays, onlays, crowns, and fixed bridges. When high noble metal is used, the Member will pay an additional amount for the actual cost of the high noble metal. In addition, the Member will pay the usual Patient Charge for the inlay, onlay, crown or fixed bridge. The total Patient Charges for the high noble metal may not exceed the actual lab bill for the service.

In all cases when there is more than one course of treatment available, a full disclosure of all the options must be given to the Member before treatment begins. The PCD should present the Member with the treatment plan in writing before treatment begins, to assure that there is no confusion over what he or she must pay.

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#### **General Guidelines For Alternative Treatment By The PCD**

There may be a number of accepted methods for treating a specific dental condition. In all cases where there are more than one course of treatment available, a full disclosure of all the options must be given to the Member before treatment begins. The PCD should present the Member with a written treatment plan, including treatment costs, before treatment begins, to minimize the potential for confusion over what the Member should pay, and to fully document informed consent.

- If any of the recommended alternate services are selected by the Member and not covered under the Plan, then the Member must pay the PCD's usual charge for the recommended alternate service.
- If any treatment is specifically not recommended by the PCD (i.e., the PCD determines it is not an appropriate service for the condition being treated), then the PCD is not obliged to provide that treatment even if it is a covered service under the Plan.

Members can request and receive a second opinion by contacting Member Services in the event they have questions regarding the recommendations of the PCD or Participating Specialty Care Dentist.

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#### **Crowns, Bridges and Dentures**

A crown is a covered service when it is recommended by a PCD. The replacement of a crown or bridge is not covered within 5 years of the original placement under the Plan. The replacement of a partial or complete denture is covered only if the existing denture cannot be made satisfactory by relining, rebase or repair. Construction of new dentures may not exceed one each in any 5-year period from the date of previous placement under the Plan. Immediate dentures are not subject to the 5-year limitation.

The benefit for complete dentures includes all usual post-delivery care including adjustments for 6 months after insertion. The benefit for immediate dentures: (a) includes limited follow-up care only for 6 months; and (b) does not include required future permanent rebasing or relining procedures or a complete new denture.

Porcelain crowns and/or porcelain fused to metal crowns are covered on anterior, bicuspid and molar teeth when recommended by the PCD.

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#### **Multiple Crown and Bridge Unit Treatment Fee**

When a Member's treatment plan includes six (6) or more covered units of crown and/or bridge to restore teeth or replace missing teeth, the Member will be responsible for the Patient Charge for each unit of crown or bridge, plus an additional charge per unit as shown in the Covered Dental Services and Patient Charges section.

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**Pediatric Specialty Services**

If, during a PCD visit, a Member under age eight (8) is unmanageable, the PCD may refer the Member to a Participating Pediatric Specialty Care Dentist for the current treatment plan only. Following completion of the approved pediatric treatment plan, the Member must return to the PCD for further services. If necessary, We must first authorize subsequent referrals to the Participating Specialty Care Dentist. Any services performed by a Pediatric Specialty Care Dentist after the Member's eighth (8<sup>th</sup>) birthday will not be covered, and the Member will be responsible for the Pediatric Specialty Care Dentist's usual fees.

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**Second Opinion Consultation (Not applicable in CA):**

A Member may wish to consult another Dentist for a second opinion regarding services recommended or performed by: (a) his or her PCD; or (b) a Participating Specialty Care Dentist through an authorized referral. To have a second opinion consultation covered by Us, the Member must call or write Member Services for prior authorization. We only cover a second opinion consultation when the recommended services are otherwise covered under the Plan.

A Member Services Representative will help the Member identify a Participating Dentist to perform the second opinion consultation. The Member may request a second opinion with a Non-Participating General Dentist or Specialty Care Dentist. The Member Services Representative will arrange for any available records or radiographs and the necessary second opinion form to be sent to the consulting Dentist. The second opinion consultation shall have the applicable Patient Charge for code D9310.

Third opinions are not covered unless requested by Us. If a third opinion is requested by the Member, the Member is responsible for the payment. Exceptions will be considered on an individual basis, and must be approved in writing by Us.

The Plan's benefit for a second opinion consultation is limited to \$50.00. If a Participating Dentist is the consultant dentist, the Member is responsible for the applicable Patient Charge for code D9310. If a Non-Participating Dentist is the consultant dentist, the Member must pay the applicable Patient Charge for code D9310 and any portion of the Non-Participating Dentist's fee over \$50.00.

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**Second Opinion Consultation (Applicable in CA only):**

A Member may wish to consult another Dentist for a second opinion regarding services recommended or performed by: (a) his or her PCD; or (b) a Participating Specialty Care Dentist through an authorized referral. To have a second opinion consultation covered by Us, the Member must call or write Member Services for prior authorization. We only cover a second opinion consultation when the recommended services are otherwise covered under the Plan.

Plan will review and approve second opinions if there are questions regarding the following;

- The reasonableness or necessity of a recommended surgical procedure.
- Diagnosis or plan of care, including once care has been initiated.
- Treatment in progress.

Authorization or denial will be provided in an expeditious manner. The Member will be notified in writing if the second opinion is denied and reason for denial will be included. The Member will have the right to file a grievance with the Plan.

A Member Services Representative will help the Member identify a Participating Dentist to perform the second opinion consultation. The Member may request a second opinion with a Non-Participating General Dentist or Specialty Care Dentist. The Member Services Representative will arrange for any available records or radiographs and the necessary second opinion form to be sent to the consulting dentist. Authorizations for second opinions are valid for sixty (60) days from the date of approval. Once the second opinion consultation is completed and the Second Opinion Form is returned to the Member Services Representative, you and your dentist will receive a copy of the findings and recommendations.

You may appeal a denial for a second opinion to:

Managed Dental Care (MDC)  
Grievance Committee  
21255 Burbank Boulevard Suite 120  
Woodland Hills, CA 91367

The appeal will be reviewed through the Plan's grievance process on the basis of the necessity of the treatment and/or specialty procedure being recommended. Appeals are reviewed on the basis of all available dental records and the input of the referring dentist. All appeals for the necessity of a second opinion are reviewed by a dentist having appropriate clinical background, as determined by MDC's Dental Director. Second opinions that have not received prior authorization and are for non-covered services are excluded.

MDC has a written policy describing the timeline for second opinions and how we administer the second opinion program. You may request a complete copy of MDC's written policy by contacting the Member Services Department at 800-273-3330, or by mail at P.O. Box 4391, Woodland Hills, CA 91367.

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#### **Noble and High Noble Metals**

The Plan provides for the use of noble metals for inlays, onlays, crowns, and fixed bridges. When high noble metal (including "gold") is used, the Member will be responsible for the Patient Charge for the inlay, onlay, crown, or fixed bridge, plus an additional charge equal to the actual laboratory cost of the high noble metal.

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#### **General Anesthesia / IV Sedation**

General anesthesia / IV sedation – General anesthesia or IV sedation is limited to services provided by a Participating Oral Surgery Specialty Care Dentist. Not all Participating Oral Surgery Specialty Care Dentists offer these services. The Member is responsible to identify and receive services from a Participating Oral Surgery Specialty Care Dentist willing to provide general anesthesia or IV sedation.

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#### **Office Visit Charges**

Office visit Patient Charges that are the Member's responsibility after the employer's Group Plan has been in effect for three (3) full years, will be paid to the PCD by Us.

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#### **Orthodontic Treatment**

The Plan covers orthodontic services as listed under Covered Dental Services and Patient Charges section. Coverage is limited to one course of treatment per Member. We must preauthorize treatment, and treatment must be performed by a Participating Orthodontic Specialty Care Dentist.

The Plan covers, up to, twenty-four (24) months of comprehensive orthodontic treatment. If treatment beyond twenty-four (24) months is necessary, the Member will be responsible for each additional month of treatment, based upon the Participating Orthodontic Specialty Care Dentist's contracted fee.

Except as described under the Treatment in Progress – Orthodontic Treatment and Treatment in Progress – Takeover Benefit for Orthodontic Treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontic Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment. The Member is responsible for all payments to the Participating Orthodontic Specialty Care Dentist for services after the termination date. Retention services are covered at the Patient Charge shown in the Covered Dental Services and Patient Charges section only following a course of comprehensive orthodontic treatment started and completed under this Plan. (This paragraph is not applicable in MI).

If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontic Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment. The Member is responsible for all payments to the Participating Orthodontic Specialty Care Dentist for services after the termination date. (This paragraph is applicable in MI only).

If a Member transfers to another Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member must pay any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

The benefit for the treatment plan and records includes initial records and any interim and final records. The benefit for comprehensive orthodontic treatment covers the fixed banding appliances and related visits only. The Member must pay for any additional fixed or removable appliances. The benefit for orthodontic retention is limited to twelve (12) months and covers any and all necessary fixed and removable appliances and related visits. Retention services are covered only following a course of comprehensive orthodontic treatment covered under the Plan. Limited orthodontic treatment and interceptive (Phase I) treatment are not covered. (This paragraph is not applicable in MI).

The benefit for the treatment plan and records includes initial records and any interim and final records. The benefit for comprehensive orthodontic treatment covers the fixed banding appliances and related visits only. Additional fixed or removable appliances will be the Member's responsibility. The benefit for orthodontic retention is limited to twelve (12) months and covers any and all necessary fixed and removable appliances and related visits. Retention services are covered at the Patient Charge shown in the Covered Dental Services and Patient Charges section only following a course of comprehensive orthodontic treatment covered under the Plan. Limited orthodontic treatment and interceptive (Phase I) treatment are not covered. (This paragraph is applicable in MI only).

The Plan does not cover any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets. The Member must pay any additional costs for the use of optional materials.



If a Member has orthodontic treatment associated with orthognathic surgery (a Non-Covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member must pay any additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialty Care Dentist's usual fee.

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**Treatment in Progress (Applicable in CA, CO, FL, NJ, NY and OH only):**

A Member may choose to have a Participating Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges Section; and (2) was started but not completed prior to the Member's eligibility to receive benefits under this Plan. The Member is responsible to identify, and transfer to, a Participating Dentist willing to complete the procedure at the Patient Charge described in this section.

- Restorative Treatment – Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient. Inlays, onlays, crowns, fixed bridges, or dentures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan, have a Patient Charge equal to 85% of the Participating General Dentist's usual fee. (There is no additional charge for high noble metal.)
  - Endodontic Treatment – Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed. Endodontic procedures which are shown in the Covered Dental Services and Patient Charges section that were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating General or Specialty Care Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of Participating Dentist's usual fee.
  - Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded. Comprehensive orthodontic treatment procedures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment, including retention, at a Patient Charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Treatment in Progress – Takeover Benefit for Orthodontic Treatment (Orthodontic Takeover Treatment-in-Progress) section.
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**Treatment in Progress (Applicable in IL, IN and MO only):**

A Member may choose to have a Participating Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges Section; and (2) was started but not completed prior to the Member's eligibility to receive benefits under this Plan. The Member is responsible to identify, and transfer to, a Participating Dentist willing to complete the procedure at the Patient Charge described in this section.

- Restorative Treatment – Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient. Inlays, onlays, crowns, fixed bridges, or dentures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan, may be covered if the Member identifies a Participating Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of the Participating Dentist's usual fee. (There is no additional charge for high noble metal.)
  - Endodontic Treatment – Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed. Endodontic procedures which are shown in the Covered Dental Services and Patient Charges section that were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of Participating Dentist's usual fee.
  - Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded. Comprehensive orthodontic treatment procedures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment, including retention, at a Patient Charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Treatment in Progress – Takeover Benefit for Orthodontic Treatment section.
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**Treatment in Progress (Applicable in MI only):**

A Member may choose to have a Participating General Dentist or Specialty Care Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges Section; and (2) was started by a Non-Participating Dentist but not completed prior to the Member's eligibility to receive benefits under this Plan. We will assist the Member in identifying and transferring to a Participating General Dentist or Specialty Care Dentist willing to complete the procedure at the Patient Charge shown in the Covered Dental Services and Patient Charges section.

This provision includes:

- Restorative Treatment – Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient.
- Endodontic Treatment – Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed.
- Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded.

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**Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment (Not Applicable in MI):**

The Treatment-in-Progress - Takeover Benefit for Orthodontic Treatment (Orthodontic Takeover Treatment-In-Progress) provides a Member who qualifies, as explained below, a benefit to continue comprehensive orthodontic treatment that was started under another dental HMO plan with the current treating Orthodontist, after this Plan becomes effective.

A Member may be eligible for the Treatment-in-Progress - Takeover Benefit for Orthodontic Treatment only if:

- The Member was covered by another dental HMO plan just prior to the effective date of this Plan and had started comprehensive orthodontic treatment (D8070, D8080, or D8090) with a Participating Network Orthodontist under the prior dental HMO plan;
- The Member has such orthodontic treatment in progress at the time this Plan becomes effective;
- The Member continues such orthodontic treatment with the treating Orthodontist;
- The Member's payment responsibility for the comprehensive orthodontic treatment in progress has increased because the treating Orthodontist raised fees due to the termination of the prior dental HMO plan; and
- A Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment Form, completed by the treating Orthodontist, is submitted to Us within 6 months of the effective date of this Plan.

The benefit amount will be calculated based on: (i) the number of remaining months of comprehensive orthodontic treatment; and (ii) the amount by which the Member's payment responsibility has increased as a result of the treating Orthodontist's raised fees, up to a maximum benefit of \$500 per Member.

The Member will be responsible to have the treating Orthodontist complete a Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment Form and submit it to Us. The Member has 6 months from the effective date of this Plan to have the Form submitted to Us in order to be eligible for the Treatment-in-Progress - Takeover Benefit for Orthodontic Treatment. We will determine the Member's additional payment responsibility and prorate the months of comprehensive orthodontic treatment that remain. The Member will be paid quarterly until the benefit has been paid or until the Member completes treatment, whichever comes first. The benefit will cease if the Member's coverage under this Plan is terminated.

This benefit is only available to Members that were covered under the prior dental HMO dental plan and are in comprehensive orthodontic treatment with a Participating Network Orthodontist when this Plan becomes effective with Us. It will not apply if the comprehensive orthodontic treatment was started when the Member was covered under a PPO or Indemnity plan; or where no prior coverage existed; or if the Member transfers to another Orthodontist. This benefit applies to Members of new Plans only. It does not apply to Members of existing Plans. And it does not apply to persons who become newly eligible under the Group after the effective date of this Plan.

The benefit is only available to Members in comprehensive orthodontic treatment (D8070, D8080, or D8090). It does not apply to any other orthodontic services. Additionally, we will only cover up to a total 24 months of comprehensive orthodontic treatment.

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**Continuity of Care Benefit for Orthodontic Treatment in Progress with a Non-Participating Provider (Applicable in MI only):**

Continuity of Care Benefit for Orthodontic Treatment with a Non-Participating Provider provides a Member who qualifies, as explained below, a continuity of care benefit.

A Member may qualify for the Continuity of Care Benefit for Orthodontic Treatment in Progress with a Non-Participating Provider only if all of the following conditions are met:

- The Member was covered by another dental HMO plan just prior to the effective date of this Plan;

- The Member had started comprehensive orthodontic treatment (D8070, D8080 or D8090) under the prior plan with an Orthodontist who participated in that plan's network but who does not participate in the Plan network;
- The Member has such orthodontic treatment in progress at the time this Plan becomes effective;
- The Member elects to continue comprehensive orthodontic treatment with the treating Non-Participating Orthodontist;
- The Member's payment responsibility for the such orthodontic treatment has increased because the treating Non-Participating Orthodontist raised fees due to the termination of the prior dental HMO plan; and
- Continuity of Care Benefit for Orthodontic Treatment in Progress with a Non-Participating Provider Form, completed by the treating Non-Participating Orthodontist is submitted to Us within 6 months of the effective date of this Plan.

The benefit amount will be calculated based on: (i) the number of remaining months of comprehensive orthodontic treatment; and (ii) the amount by which the Member's payment responsibility has increased as a result of the treating Orthodontist's raised fees, up to a maximum benefit of \$500 per Member.

We will determine the Member's additional payment responsibility and prorate the months of comprehensive orthodontic treatment that remain. The benefit will be paid quarterly to the treating Orthodontist until the benefit has been paid or until the Member completes treatment, whichever comes first. The benefit will cease if the Member's coverage under this Plan is terminated.

This benefit does not apply to any services other than comprehensive orthodontic treatment (D8070, D8080 or D8090). It will not apply if the comprehensive orthodontic treatment was started when the Member was covered under a PPO or Indemnity plan; or where no prior coverage existed; or if the Member transfers to another Orthodontist. This benefit applies to Members of new Plans only. It does not apply to Members of existing Plans. And it does not apply to persons who become newly eligible under the Group after the effective date of this plan.

#### **Limitations**

NOTE: Time limitations for a service are determined from the date that service was last rendered under this plan.

The codes below in parentheses refer to the CDT Codes as shown in the Covered Dental Services and Patient Charges section.

We don't pay benefits in excess of any of the following limitations:

1. Routine cleaning (prophylaxis: D1110, D1120, D1999) or periodontal maintenance procedure (D4910, D4999) – a total of four (4) services in any twelve (12) month period. One (1) of the covered periodontal maintenance procedures may be performed by a Participating Periodontal Specialty Care Dentist if done within three (3) to six (6) months following completion of approved active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a Participating Periodontal Specialty Care Dentist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
2. Fluoride treatment (D1203, D1204, D1206, D2999) – four (4) in any twelve (12) month period.
3. Adjunctive pre-diagnostic tests that aid in detection of mucosal abnormalities including pre-malignant and malignant lesions, not to include cytology or biopsy procedures (D0431) – limited to one (1) in any two (2) year period on or after the 40<sup>th</sup> birthday.
4. Full mouth x-rays – one (1) set in any three (3) year period.
5. Bitewing x-rays – two (2) sets in any twelve (12) month period.
6. Panoramic x-rays – one (1) set in any three (3) year period.
7. Sealants – limited to permanent teeth, up to the 16<sup>th</sup> birthday – one (1) per tooth in any three (3) year period.
8. Gingival flap procedure (D4240, D4241) or osseous surgery (D4260, D4261) – a total of one (1) service per quadrant or area in any three (3) year period.
9. Periodontal soft tissue graft procedures (D4270, D4271) or subepithelial connective tissue graft procedure (D4273) – a total of one (1) service per area in any three (3) year period.
10. Periodontal scaling and root planing (D4341, D4342) – one (1) service per quadrant or area in any twelve (12) month period.
11. Emergency dental services when more than fifty (50) miles from the PCD's office – limited to a \$50.00 reimbursement per incident. (Not applicable in NY and MI).
11. Emergency dental services when more than fifty (50) miles from the PCD's office – limited to a \$50.00 reimbursement per incident, after payment of any patient charge which may apply. (Applicable in NY only).
12. Emergency dental services when provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by MDG – limited to the benefit for palliative treatment (code D9110) only. (Not applicable in NY).
12. Emergency dental services when provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by MDG – limited to fifty percent (50%) of the cost for Emergency Dental Services. (Applicable in NY only).
13. Reline of a complete or partial denture – (one) 1 per denture in any twelve (12) month period.
14. Rebase of a complete or partial denture – (one) 1 per denture in any twelve (12) month period.
15. Second Opinion Consultation – When approved by Us, a second opinion consultation will be reimbursed up to fifty dollars (\$50.00) per treatment plan. (Not applicable in CA).

15. Second Opinion Consultation – When approved by Us, a second opinion consultation will be reimbursed up to fifty dollars (\$50.00) per treatment plan. The office visit Patient Charge will apply. (Applicable in CA only).

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#### **Exclusions**

We won't pay for:

1. Any condition for which benefits of any nature are recovered or found to be recoverable, whether by adjudication or settlement, under any Worker's Compensation or Occupational Disease Law, even though the Member fails to claim his or her rights to such benefit.
2. Dental services performed in a hospital, surgical center, or related hospital fees.
3. Any treatment of congenital and/or developmental malformations. This exclusion will not apply to an otherwise covered service involving (a) congenitally missing or (b) supernumerary teeth. (Not applicable in FL, MO, NY or NJ).
3. Any treatment of congenital and/or developmental malformations. This exclusion will not apply to an otherwise covered service involving (a) the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities of a newborn child; (b) congenitally missing; or (c) supernumerary teeth. (Applicable in MO only).
4. Any histopathological examination or other laboratory charges.
5. Removal of tumors, cysts, neoplasms or foreign bodies that are not of tooth origin.
6. Any oral surgery requiring the setting of a fracture or dislocation.
7. Placement of osseous (bone) grafts.
8. Dispensing of drugs not normally supplied in a dental office for treatment of dental diseases.
9. Any treatment or appliances requested, recommended or performed: (a) which in the opinion of the Participating Dentist is not necessary for maintaining or improving the Member's dental health, or (b) which is solely for cosmetic purposes. (Not applicable in NY).
9. Any treatment or appliances requested, recommended or performed which is solely for cosmetic purposes. Excluded services do not include: (i) reconstructive surgery that is incidental to or follows surgery resulting from trauma, infections or other diseases of the involved part; (ii) reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect; (iii) care or treatment due to accidental injury to sound natural teeth within twelve (12) months of the accident; and (iv) care or treatment necessary due to congenital disease or anomaly. (Applicable in NY only).
10. Precision attachments, stress breakers, magnetic retention or overdenture attachments.
11. The use of: (a) intramuscular sedation, (b) oral sedation, or (c) inhalation sedation, including but not limited to nitrous oxide.
12. Any procedure or treatment method: (a) which does not meet professionally recognized standards of dental practice or (b) which is considered to be experimental in nature. (Not applicable in NY).
12. Any procedure or treatment method: (a) which does not meet Medically Necessary Services; or (b) which is considered to be experimental in nature. This does not apply if coverage is recommended by a utilization review agent. (Applicable in NY only).
13. Replacement of lost, missing, or stolen appliances or prosthesis or the fabrication of a spare appliance or prosthesis.
14. Replacement or repair of prosthetic appliances damaged due to the neglect of the Member. (Not applicable in FL).
15. Any Member request for: (a) specialist services or treatment which can be routinely provided by the PCD, or (b) treatment by a Specialist without a referral by the PCD and approval from Us.
16. Treatment provided by any public program, or paid for or sponsored by any government body, unless We are legally required to provide benefits.
17. Any restoration, service, appliance or prosthetic device used solely to: (a) alter vertical dimension; (b) replace tooth structure lost due to attrition or abrasion; or (c) splint or stabilize teeth for periodontal reasons; (d) realign teeth.
18. Any service, appliance, device or modality intended to treat disturbances of the temporomandibular joint (TMJ). (Not applicable in NY).
18. Any service, appliance, device or modality intended to treat disturbances of the temporomandibular joint (TMJ), that are incidental to or result from a medical condition. (Applicable in NY only).
19. Dental services, other than covered Emergency Dental Services, which were performed by any Dentist other than the Member's assigned PCD, unless We had provided written authorization.
20. Cephalometric x-rays, except when performed as part of the orthodontic treatment plan and records for a covered course of comprehensive orthodontic treatment.
21. Treatment which requires the services of a Prosthodontist.
22. Treatment which requires the services of a Pediatric Specialty Care Dentist, after the Member's 8<sup>th</sup> birthday.
23. Consultations for non-covered services.
24. Any procedure not specifically listed in the Covered Dental Services and Patient Charges section.
25. Any service or procedure: (a) associated with the placement, prosthodontic restoration or maintenance of a dental implant; and (b) any incremental charges to other covered services as a result of the presence of a dental implant.
26. Inlays, onlays, crowns or fixed bridges or dentures started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Restorative Treatment. (Inlays, onlays, crowns or fixed bridges are considered to be (a) started when the tooth or teeth are prepared, and (b) completed when the final restoration is permanently cemented. Dentures are considered to be (a) started when the impressions are taken, and (b) completed when the denture is delivered to the Member.) (Not applicable in MI).
26. Inlays, onlays, crowns or fixed bridges or dentures started by a Non-Participating Dentist, but not completed prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress. (Inlays, onlays

crowns or fixed bridges are considered to be: (a) started when the tooth or teeth are prepared, and (b) completed when the final restoration is permanently cemented. Dentures are considered to be: (a) started when the impressions are taken, and (b) completed when the denture is delivered to the Member.) (Applicable in MI only).

27. Root canal treatment started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Endodontic Treatment. (Root canal treatment is considered to be: (a) started when the pulp chamber is opened, and (b) completed when the permanent root canal filling material is placed.) (Not applicable in MI and NJ).

27. Root canal treatment started by a Non-Participating Dentist, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress. (Root canal treatment is considered to be: (a) started when the pulp chamber is opened, and (b) completed when the permanent root canal filling material is placed.) (Applicable in MI only).

27. Root canal treatment started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Endodontic Treatment. (Root canal treatment is: (a) started when the pulp chamber is opened, and (b) completed when the permanent root canal filling material is placed.) (Applicable in NJ only).

28. Orthodontic treatment started prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Orthodontic Treatment - Orthodontic Treatment and Treatment in Progress – Takeover Benefit for Orthodontic Treatment. (Orthodontic treatment is considered to be started when the teeth are banded.) (Not applicable in MI and NY).

28. Orthodontic treatment started by a Non-Participating Dentist prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress. (Orthodontic treatment is considered to be started when the teeth are banded.) (Applicable in MI only).

28. Orthodontic treatment started prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Orthodontic Treatment and Treatment in Progress – Takeover Benefit for Orthodontic Treatment. (Orthodontic treatment is started when the teeth are banded.) (Applicable in NY only).

29. Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist. (Inlays, onlays, crowns, and fixed bridges are considered to be started when the tooth or teeth are prepared. Dentures are considered to be started when the impressions are taken.) This exclusion will not apply to services that are started and which were covered, under the Plan as Emergency Dental Services. (Not applicable in MI and NY).

29. Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist while the Member is covered under this Plan. (Inlays, onlays, crowns and fixed bridges are considered to be started when the tooth or teeth are prepared. Dentures are considered to be started when the impressions are taken.) This exclusion will not apply to services that are started and which are covered under the Plan as Emergency Dental Services. (Applicable in MI only).

29. Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist. (Inlays, onlays, crowns, and fixed bridges are started when the tooth or teeth are prepared. Dentures are started when the impressions are taken.) This exclusion will not apply to services that are started and which were covered, under the Plan as Emergency Dental Services. (Applicable in NY only).

30. Root canal treatment started by a Non-Participating Dentist. (Root canal treatment is considered to be started when the pulp chamber is opened.) This exclusion will not apply to services that were started and which were covered, under the Plan as Emergency Dental Services. (Not applicable in MI).

30. Root canal treatment started by a Non-Participating Dentist while the Member is covered under this Plan. Root canal treatment is considered to be started when the pulp chamber is opened.) This exclusion will not apply to services that were started and which are covered under the Plan as Emergency Dental Services. (Applicable in MI only).

31. Orthodontic treatment started by a Non-Participating Dentist while the Member is covered under this plan. (Orthodontic treatment is considered to be started when the teeth are banded.)

32. Extractions performed solely to facilitate orthodontic treatment.

33. Extractions of impacted teeth with no radiographic evidence of pathology. The removal of impacted teeth is not covered if performed for prophylactic reasons.

34. Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.

35. Clinical crown lengthening (D4249) performed in the presence of periodontal disease on the same tooth.

36. Procedures performed to facilitate Non-Covered Services, including but not limited to: (a) root canal therapy to facilitate overdentures, hemisection or root amputation, and (b) osseous surgery to facilitate either guided tissue regeneration or an osseous graft.

37. Procedures, appliances or devices: (a) guide minor tooth movement or (b) to correct or control harmful habits.

38. Any endodontic, periodontal, crown or bridge abutment procedure or appliance requested, recommended or performed for a tooth or teeth with a guarded, questionable or poor prognosis.

39. Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.

40. Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.

Current Dental Terminology (c) American Dental Association

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**Vision Benefit Summary**

**Group Number:** 00516368

**About Your Benefits:**

Eye care is a vital component of a healthy lifestyle. With vision insurance, having regular exams and purchasing contacts or glasses is simple and affordable. The coverage is inexpensive, yet the benefits can be significant! Guardian provides rich, flexible plans that allow you to safeguard your health while saving you money. Review your plan options and see why vision insurance may be a great benefit for you.

Significant out-of-pocket savings available with your **Full Feature** plan by visiting one of Davis Vision's network locations including retail centers such as Wal-Mart®, JCPenney®, Sears®, Target®, Sam's Club®, Pearle®, and Visionworks®.

| <b>Your Vision Plan</b>  | <b>Full Feature - Designer</b>   |                       |
|--|--|-----------------------|
| <b>Your Network is</b>   | Davis Vision   |                       |
| <b>Copay</b>   |  |                       |
| Exams Copay  | \$ 10  |                       |
| Materials Copay (waived for non-formulary elective contact lenses) | \$ 25  |                       |
| <b>Sample of Covered Services</b>                                  | <i>You pay (after copay if applicable):</i>  |                       |
|  | <i>In-network</i>  | <i>Out-of-network</i> |
| Eye Exams  | \$0  | Amount over \$50      |
| Single Vision Lenses   | \$0  | Amount over \$48      |
| Lined Bifocal Lenses   | \$0  | Amount over \$67      |
| Lined Trifocal Lenses  | \$0  | Amount over \$86      |
| Lenticular Lenses  | \$0  | Amount over \$126     |
| Frames   | 80% of amount over \$130*2   | Amount over \$48      |
| Contact Lenses (Elective and conventional)                         | 85% of amount over \$130*  | Amount over \$105     |
| Contact Lenses (Planned replacement and disposable)                | 85% of amount over \$130*  | Amount over \$105     |
| Contact Lenses (Medically Necessary)                               | \$0  | Amount over \$210     |
| Cosmetic Extras  | Avg. 40-60% off retail price   | No discounts          |
| Glasses (Additional pair of frames and lenses)                     | Courtesy discount from most providers  | No discounts          |
| Laser Correction Surgery Discount                                  | Up to 25% off the usual charge or 5% off promotional price                                 | No discounts          |
| <b>Service Frequencies</b>   |  |                       |
| Exams  | Every calendar year  |                       |
| Lenses (for glasses or contact lenses)††                           | Every calendar year  |                       |
| Frames   | Every two calendar years   |                       |
| Network discounts (glasses and contact lens professional service)  | Applies to first purchase & courtesy discount from most providers on subsequent purchases. |                       |
| <b>Dependent Age Limits</b>  | 26   |                       |

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com) and click on "Find a Provider"

*This is only a partial list of vision services. Your certificate of benefits will show exactly what is covered and excluded.*

**Davis**

- ††Benefit includes coverage for glasses or contact lenses, not both.
- Family coverage for spouse and children if the child is dependent upon the employee for support and is: (i) living in the employee's household; or (ii) a full-time or part-time student.

Benefit information illustrated within this material reflects the plan covered by Guardian as of 08/30/2017

TOWN OF SURFSIDE ALL ELIGIBLE EMPLOYEES Benefit Summary

The Guardian Life Insurance Company of America, 7 Hanover Square, New York, NY 10004



- Contact lenses from Davis Vision's Collection are available at most private practice locations with Full Feature and Materials Only plans. Contacts from the collection are covered in full including fitting and evaluation, in excess of the plan's materials copay. Elective contacts that are not part of the Collection are covered up to the plan's elective contact lens allowance and the materials copay is waived.
- \*Due to lower prices available at Wal-mart and Sam's Club locations, discounts do not apply. Members will pay 100% of the amount over their allowance.
- For Davis Vision, complete eyeglasses must be purchased at one time from one provider. For example, if a member purchases only lenses, he or she cannot purchase frames later in the same benefit period. The member is not eligible for new vision materials until the next benefit period. Only charges for an initial purchase can be used toward the material allowance. Any unused balance remaining after the initial purchase cannot be banked for future use.
- <sup>2</sup>Extra \$50 at Visionworks stores

*This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.*

## Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date.

## EXCLUSIONS AND LIMITATIONS

*Important Information:* This policy provides vision care limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. Coverage is limited to those charges that are necessary for a routine vision examination. Co-pays apply. The plan does not pay for: orthoptics or vision training and any associated supplemental testing; medical or surgical treatment of the eye; and eye examination or corrective eyewear required by an employer as a condition of employment; replacement of lenses and frames that are furnished under this plan, which are lost or broken (except at normal intervals when services are otherwise available or a warranty exists). The plan limits benefits for blended lenses, oversized lenses, photochromic lenses, tinted lenses, progressive multifocal lenses, coated or laminated lenses, a frame that exceeds plan allowance, cosmetic lenses; U-V protected lenses and optional cosmetic processes.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract #GP-I-DAVIS-05-VIS et al.

### Laser Correction Surgery:

Up to 25% off for vision laser surgery.

Laser surgery is not an insured benefit. The surgery is available at a discounted fee. The covered person must pay the entire discounted fee. In addition, the laser surgery discount may not be available in all states.





The Guardian Life Insurance Company of America

Enrollment/Change Form

Page 1 of 4

Plan Administrator: Yamileth Slate-McCloud

Guardian Life, P.O. Box 14319,  
Lexington, KY 40512

Please print clearly and mark carefully.

|  |                                    |                           |
|--|------------------------------------|---------------------------|
| Employer Name: <b>TOWN OF SURFSIDE</b>   | Group Plan Number: <b>00516368</b> | Benefits Effective: _____ |
| PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Re-Enrollment <input type="checkbox"/> Add Employee/Dependents <input type="checkbox"/> Drop/Refuse Coverage <input type="checkbox"/> Information Change<br><input type="checkbox"/> Increase Amount <input type="checkbox"/> Family Status Change |                                    |                           |

|              |                 |                      |   |
|--------------|-----------------|----------------------|---|
| Class: _____ | Division: _____ | Subtotal Code: _____ | (Please obtain this from your Employer) |
|--------------|-----------------|----------------------|---|

|   |  |   |              |
|---|--|---|--------------|
| <b>About You:</b><br>First, MI, Last Name: _____              |  | Social Security Number<br>____ - ____ - ____        |              |
| Address<br>_____<br>_____<br>_____                            | City<br>_____  | State<br>_____                                      | Zip<br>_____ |
| Gender: <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth (mm-dd-yy): ____ - ____ - ____   | Phone: ( ) - ____ - ____                            |              |
| Email Address: _____  | Are you married or do you have a spouse? <input type="checkbox"/> Yes <input type="checkbox"/> No  | Date of marriage/union: ____ - ____ - ____          |              |
|   | Do you have children or other dependents? <input type="checkbox"/> Yes <input type="checkbox"/> No | Placement date of adopted child: ____ - ____ - ____ |              |

|  |  |                              |                  |
|--|--|------------------------------|------------------|
| <b>About Your Job:</b>   |  | Hours worked per week: _____ | Job Title: _____ |
| Work Status:<br><input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation | Date of full time hire: ____ - ____ - ____ |                              |                  |

**About Your Family:** Please include the names of the dependents you wish to enroll for coverage. A dependent is a person that you, as a taxpayer, claim; who relies on you for financial support; and for whom you qualify for a dependency tax exception. Dependency tax exemptions are subject to IRS rules and regulations. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.

|  |  |   |  |   |
|--|--|---|--|---|
| Spouse (First, MI, Last Name)<br>_____<br>_____<br>_____ |  | Gender<br><input type="checkbox"/> M <input type="checkbox"/> F | Social Security Number<br>____ - ____ - ____<br><br>Date of Birth (mm-dd-yyyy)<br>____ - ____ - ____ |   |
| Address/City/State/Zip:<br>_____<br>_____<br>_____       |  |   |  |   |
| Phone: ( ) - ____ - ____                                 |  |   |  |   |
| Child/Dependent 1:<br>_____<br>_____<br>_____            | <input type="checkbox"/> Add <input type="checkbox"/> Drop | Gender<br><input type="checkbox"/> M <input type="checkbox"/> F | Social Security Number<br>____ - ____ - ____<br><br>Date of Birth (mm-dd-yyyy)<br>____ - ____ - ____ | Status (check all that apply)<br><input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled<br><input type="checkbox"/> Non standard dependent |
| Address/City/State/Zip:<br>_____<br>_____<br>_____       |  |   |  |   |
| Phone: ( ) - ____ - ____                                 |  |   |  |   |
| Child/Dependent 2:<br>_____<br>_____<br>_____            | <input type="checkbox"/> Add <input type="checkbox"/> Drop | Gender<br><input type="checkbox"/> M <input type="checkbox"/> F | Social Security Number<br>____ - ____ - ____<br><br>Date of Birth (mm-dd-yyyy)<br>____ - ____ - ____ | Status (check all that apply)<br><input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled<br><input type="checkbox"/> Non standard dependent |
| Address/City/State/Zip:<br>_____<br>_____<br>_____       |  |   |  |   |
| Phone: ( ) - ____ - ____                                 |  |   |  |   |

|   |  |   |  |   |
|---|--|---|--|---|
| Child/Dependent 3:<br><br>Address/City/State/Zip:<br><br>Phone: (   ) - | <input type="checkbox"/> Add <input type="checkbox"/> Drop | Gender<br><input type="checkbox"/> M <input type="checkbox"/> F | Social Security Number<br>_____ - _____ - _____<br><br>Date of Birth (mm-dd-yyyy)<br>_____ - _____ - _____ | Status (check all that apply)<br><input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled<br><input type="checkbox"/> Non standard dependent |
| Child/Dependent 4:<br><br>Address/City/State/Zip:<br><br>Phone: (   ) - | <input type="checkbox"/> Add <input type="checkbox"/> Drop | Gender<br><input type="checkbox"/> M <input type="checkbox"/> F | Social Security Number<br>_____ - _____ - _____<br><br>Date of Birth (mm-dd-yyyy)<br>_____ - _____ - _____ | Status (check all that apply)<br><input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled<br><input type="checkbox"/> Non standard dependent |

|   |  |
|---|--|
| <b>Drop Coverage:</b><br><input type="checkbox"/> Drop Employee <input type="checkbox"/> Drop Dependents<br>The date of withdrawal cannot be prior to the date this form is completed and signed.<br>Last Day of Coverage: _____ - _____ - _____<br><input type="checkbox"/> Termination of Employment <input type="checkbox"/> Retirement<br>Last Day Worked: _____ - _____ - _____<br><input type="checkbox"/> Other Event: _____<br>Date of Event: _____ - _____ - _____   | <b>Coverage Being Dropped:</b><br><input type="checkbox"/> Dental <input type="checkbox"/> Employee <input type="checkbox"/> Spouse <input type="checkbox"/> Child(ren)<br><input type="checkbox"/> Vision <input type="checkbox"/> Employee <input type="checkbox"/> Spouse <input type="checkbox"/> Child(ren) |
| <b>Loss Of Other Coverage:</b><br>I and/or my dependents were previously covered under <u>another insurance plan</u> . Loss of coverage was due to:<br><input type="checkbox"/> Termination of Employment: _____ - _____ - _____<br><input type="checkbox"/> Divorce _____ - _____ - _____<br><input type="checkbox"/> Death of Spouse _____ - _____ - _____<br><input type="checkbox"/> Termination/Expiration of Coverage _____ - _____ - _____<br><b>Coverage Lost</b> <input type="checkbox"/> Dental <input type="checkbox"/> Vision | I have been offered the above coverage(s) and wish to drop enrollment for the following reasons:<br><input type="checkbox"/> Covered under another insurance plan<br><input type="checkbox"/> Other _____<br>(additional information may be required)  |

|  |                          |                          |                           |                                   |
|--|--------------------------|--------------------------|---------------------------|-----------------------------------|
| <b>Dental Coverage:</b> You must be enrolled to cover your dependents. Check only one box.   |                          |                          |                           |                                   |
|  | Employee Only            | EE & Spouse              | EE & Dependent/Child(ren) | EE, Spouse & Dependent/Child(ren) |
| Option 1: DHMO   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>          |
| Option 2: PPO  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>          |
| • If Managed Dental Care is elected, you must have a Primary Care Dentist (PCD). Please designate your PCD(s) by listing dental office location number(s) for each person. Please visit <a href="http://guardianlife.com">guardianlife.com</a> for a list of providers. If you do not select a PCD, one will be assigned for you.                        |                          |                          |                           |                                   |
| Employee _____   | Spouse _____             | Child(ren) _____         |                           |                                   |
| <input type="checkbox"/> I do not want this coverage. If you do not want this Dental Coverage, please mark all that apply:<br><input type="checkbox"/> I am covered under another Dental plan<br><input type="checkbox"/> My spouse is covered under another Dental plan<br><input type="checkbox"/> My dependents are covered under another Dental plan |                          |                          |                           |                                   |

|  |                          |                          |                           |                                   |
|--|--------------------------|--------------------------|---------------------------|-----------------------------------|
| <b>Vision Coverage:</b> You must be enrolled to cover your dependents. Check only one box.   |                          |                          |                           |                                   |
|  | Employee Only            | EE & Spouse              | EE & Dependent/Child(ren) | EE, Spouse & Dependent/Child(ren) |
| Full Feature - Designer  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>          |
| <input type="checkbox"/> I do not want this coverage. If you do not want this Vision Coverage, please mark all that apply:<br><input type="checkbox"/> I am covered under another Vision plan<br><input type="checkbox"/> My spouse is covered under another Vision plan<br><input type="checkbox"/> My dependents are covered under another Vision plan |                          |                          |                           |                                   |

**Signature**

- An employee's decision to elect Vision or not elect Vision must be retained until the next plan's Open Enrollment period. If the employee elects not to enroll in vision coverage, they are not eligible to enroll until the plan's next Open Enrollment period.
- I understand that my dependent(s) cannot be enrolled for a coverage if I am not enrolled for that coverage.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- If coverage is waived and you later decide to enroll, late entrant penalties may apply. You may also have to provide, at your own expense, proof of each person's insurability. Guardian or its designee has the right to reject your request.
- Plan design limitations and exclusions may apply. For complete details of coverage, please refer to your benefit booklet. State limitations may apply.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.
- I attest that the information provided above is true and correct to the best of my knowledge.

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.

The state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.

The laws of New York require the following statement appear: If you are not a resident of New York this statement does not apply to you: 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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (Does not apply to Life Insurance.)

SIGNATURE OF EMPLOYEE X \_\_\_\_\_

DATE \_\_\_\_\_

Enrollment Kit 00516368, 0001, EN



# Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

## ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

|                                |   |
|--------------------------------|---|
| <b>Eligibility Requirement</b> | You must be actively working a minimum of 30 hours per week to be eligible for coverage.                          |
| <b>Premium Payment</b>         | The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance. |

## BENEFITS

|   |   |
|---|---|
| <b>Life Insurance Benefit Amount</b>                                  | For You: An amount equal to 1 times your annual salary, but in no event less than \$1,000 or more than \$175,000<br><br>In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan. |
| <b>Accidental Death &amp; Dismemberment (AD&amp;D) Benefit Amount</b> | For You: The Principal Sum amount is equal to the amount of your life insurance benefit.  |

## FEATURES

|   |  |
|---|--|
| <b>Living Care/ Accelerated Death Benefit</b> | 50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$87,500.   |
| <b>Waiver of Premium</b>                      | If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.  |
| <b>Additional AD&amp;D Benefits</b>           | In addition to basic AD&D benefits, you are protected by the following benefits:<br><div style="display: flex; justify-content: space-between;"> <span>- Child Education</span> <span>- Seat Belt</span> <span>- Airbag</span> </div> <div style="display: flex; justify-content: space-between;"> <span>- Common Carrier</span> <span>- Paralysis</span> </div> |
| <b>Conversion</b>                             | If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.  |

## SERVICES

|                                 |  |
|---------------------------------|--|
| <b>Travel Assistance</b>        | The Travel Assistance program is an added benefit that provides assistance for your travels over 100 miles away from home or outside the country.  |
| <b>Hearing Discount Program</b> | The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.  |
| <b>Will Prep</b>                | We work with Willing® to offer employees discounted online will preparation tools. In just a few clicks you can complete a customized plan to protect your family and property (valid in all 50 states). To get started visit <a href="http://www.willing.com/mutualofomaha">www.willing.com/mutualofomaha</a> |

## AGE REDUCTIONS AND EXCLUSIONS

Insurance benefits and guarantee issue amounts are subject to age reductions:

- At age 70, amounts reduce to 50%

Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

Please contact your employer if you have questions prior to enrolling.

# › Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you may have the right to continue this insurance under the Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
  - At age 70, amounts reduce to 50%
- Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.







# Voluntary Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

## ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

|  |   |
|--|---|
| <b>Eligibility Requirement</b>           | You must be actively working a minimum of 30 hours per week to be eligible for coverage.  |
| <b>Dependent Eligibility Requirement</b> | To be eligible for coverage, your dependents must be able to perform normal activities, and not be confined (at home, in a hospital, or in any other care facility), and any child(ren) must be under age 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself. |
| <b>Premium Payment</b>                   | The premiums for this insurance are paid in full by you.  |

## COVERAGE GUIDELINES

|                 | Minimum  | Guarantee Issue                            | Maximum   |
|-----------------|----------|--|---|
| <b>For You</b>  | \$20,000 | 5 times annual salary, up to \$60,000      | \$60,000, in increments of \$20,000, but no more than 5 times annual salary |
| <b>Spouse</b>   | \$10,000 | 100% of employee's benefit, up to \$20,000 | 100% of employee's benefit, up to \$50,000                                  |
| <b>Children</b> | \$10,000 | 100% of employee's benefit up to \$10,000  | 100% of employee's benefit, up to \$10,000                                  |

Subject to any reductions shown below. Guarantee Issue is available to new hires. Amounts over the Guarantee Issue will require a health application/evidence of insurability. For late entrants, all amounts will require a health application/evidence of insurability.

## BENEFITS

|   |  |
|---|--|
| <b>Life Insurance Benefit Amount</b>                                  | <p>Within the coverage guidelines defined above, you select the amount of life insurance coverage you want.</p> <p>This plan includes the option to select coverage for your spouse and dependent children. Children include those, up to age 26.</p> <p>In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.</p> |
| <b>Accidental Death &amp; Dismemberment (AD&amp;D) Benefit Amount</b> | <p>For you: The Principal Sum amount is equal to the amount of life insurance benefit.</p> <p>AD&amp;D coverage is available if you are injured or die as a result of an accident, and the injury or death is independent of sickness and all other causes. The benefit amount depends on the type of loss incurred, and is either all or a portion of the Principal Sum.</p>  |

## FEATURES

|   |   |
|---|---|
| <b>Living Care/ Accelerated Death Benefit</b> | 50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$30,000.  |
| <b>Waiver of Premium</b>                      | If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.   |
| <b>Additional AD&amp;D Benefits</b>           | <p>In addition to basic AD&amp;D benefits, you are protected by the following benefits:</p> <ul style="list-style-type: none"> <li>- Child Education</li> <li>- Seat Belt</li> <li>- Airbag</li> <li>- Common Carrier</li> <li>- Paralysis</li> </ul>                       |
| <b>Portability</b>                            | Allows you to continue this insurance program for yourself and your dependents should you leave your employer for any reason, without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage. |
| <b>Conversion</b>                             | If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.                           |

## SERVICES

### Hearing Discount Program

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit [www.amplifonusa.com/mutualofomaha](http://www.amplifonusa.com/mutualofomaha) to learn more.

### Will Prep

We work with Willing® to offer employees discounted online will preparation tools. In just a few clicks you can complete a customized plan to protect your family and property (valid in all 50 states). To get started visit [www.willing.com/mutualofomaha](http://www.willing.com/mutualofomaha)

## AGE REDUCTIONS AND EXCLUSIONS

Insurance benefits and guarantee issue amounts are subject to age reductions:

- At age 70, amounts reduce to 65%
- At age 75, amounts reduce to 45%
- At age 80, amounts reduce to 30%
- At age 85, amounts reduce to 20%
- At age 90, amounts reduce to 15%

Spouse coverage terminates when you reach age 70.

Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.

Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

Please contact your employer if you have questions prior to enrolling.

# Voluntary Term Life and AD&D Coverage Selection and Premium Calculation

Please note that the premium amounts presented below may vary slightly from the amounts provided on your enrollment form, due to rounding.

**To select your benefit amount and calculate your premium, do the following:**

- 1) Locate the benefit amount you want from the top row of the employee premium table. Refer to the Coverage Guidelines section for minimums and maximums, if needed.
- 2) Enter the benefit and premium amounts into their respective areas in the Voluntary Life and AD&D section of your enrollment form.

| EMPLOYEE PREMIUM TABLE<br>(26 PAYROLL DEDUCTIONS PER YEAR) |          |  |          |  |          |
|--|----------|--|----------|--|----------|
|  | \$20,000 |  | \$40,000 |  | \$60,000 |
|  | \$3.88   |  | \$7.75   |  | \$11.63  |

Follow the method described above to select a benefit amount and calculate premiums for optional dependent spouse and/or child(ren) coverage. Your spouse's benefit amount must be in an increment of \$10,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.

| SPOUSE PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR) |          |  |        |  |          |  |          |  |          |
|---|----------|--|--------|--|----------|--|----------|--|----------|
|   | \$10,000 |  | 20,000 |  | \$30,000 |  | \$40,000 |  | \$50,000 |
|   | \$1.94   |  | \$3.88 |  | \$5.82   |  | \$7.75   |  | \$9.69   |

| ALL CHILDREN PREMIUM TABLE<br>(26 PAYROLL DEDUCTIONS PER YEAR)* |          |
|---|----------|
|   | \$10,000 |
|   | \$0.46   |

\*Regardless of how many children you have, they are included in the "All Children" premium amounts listed in the table above.



# > Frequently Asked Questions

## Who is eligible for this insurance?

- You must be actively working (performing all normal duties of your job) at least 30 hours per week.
- Your dependent(s) must be performing normal activities and not be confined (at home or in a hospital/care facility) and any child(ren) must be under age 26.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you or your insured spouse may have the right to continue this insurance under the Portability or Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
  - At age 70, amounts reduce to 65%
  - At age 75, amounts reduce to 45%
  - At age 80, amounts reduce to 30%
  - At age 85, amounts reduce to 20%
  - At age 90, amounts reduce to 15%
- Spouse coverage terminates when you reach age 70.
- Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.
- Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Availability of benefits is subject to final acceptance and approval of the group application by the underwriting company. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.





# Short-Term Disability Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

## ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

|                         |   |
|-------------------------|---|
| Eligibility Requirement | You must be actively working a minimum of 30 hours per week to be eligible for coverage.                          |
| Premium Payment         | The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance. |

## BENEFITS

|                             |   |
|-----------------------------|---|
| Elimination Period          | If you become disabled, there is an elimination period before benefits are payable. Your benefits begin: <ul style="list-style-type: none"><li>• On the 15th day of your disabling injury.</li><li>• On the 15th day of your disabling illness.</li></ul> |
| Weekly Benefit              | Your benefit is equivalent to 66% of your before-tax weekly earnings, not to exceed the plan's maximum weekly benefit amount less other income sources.   |
| Maximum Benefit Period      | Up to 24 weeks  |
| Maximum Weekly Benefit      | \$1,000   |
| Minimum Weekly Benefit      | None  |
| Partial Disability Benefits | If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits, which will help supplement your income until you are able to return to work full-time.  |

## DEFINITIONS

|                               |   |
|-------------------------------|---|
| Definition of Disability      | Disability and disabled mean that because of an injury or illness, a significant change in your mental or functional abilities has occurred, for which you are prevented from performing at least one of the material duties of your regular job and are unable to generate current earnings which exceed 99% of your weekly earnings from your regular job. You can be totally or partially disabled during the elimination period.  |
| Definition of Weekly Earnings | Weekly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 52. Weekly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per week during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, weekly earnings is the hourly rate of pay multiplied by the average number of hours worked. |

## FEATURES

|                                   |   |
|-----------------------------------|---|
| Vocational Rehabilitation Benefit | If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%. |
|-----------------------------------|---|

## SERVICES

|                          |   |
|--------------------------|---|
| Hearing Discount Program | The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more. |
|--------------------------|---|

# > Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

## Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, paid family leave, salary continuance/sick leave, settlements on payments received and no-fault benefits.

## Does this plan cover me if I become disabled due to an injury at work?

No, your STD insurance only provides benefits for off-the-job coverage for disabilities due to injury or sickness.

## Are there any limitations or exclusions?

The benefits payable are subject to the following:

- A pre-existing condition limitation does not apply.
- Benefits are not payable for any disability or loss that:
  - Results from an act of declared or undeclared war or armed aggression
  - Results from participation in a riot or commission of or attempt to commit a felony
  - Arises out of or in the course of employment with the policyholder for benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier
  - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
  - Occurs while incarcerated or imprisoned for any period exceeding 31 days
  - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.







# Long-Term Disability Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

| <b>ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES</b> |   |
|--|---|
| <b>Eligibility Requirement</b>                     | You must be actively working a minimum of 30 hours per week to be eligible for coverage.  |
| <b>Premium Payment</b>                             | The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.   |
| <b>BENEFITS</b>                                    |   |
| <b>Elimination Period</b>                          | Your benefits begin on the later of 180 calendar days after the onset of your disabling injury or illness or the date your short term disability ends.  |
| <b>Monthly Benefit</b>                             | Your benefit is equivalent to 60% of your before-tax monthly earnings, not to exceed the plan's maximum monthly benefit amount less other income sources.<br><br>The premium for your long-term disability coverage is waived while you are receiving benefits.   |
| <b>Maximum Monthly Benefit</b>                     | \$7,000   |
| <b>Minimum Monthly Benefit</b>                     | \$50  |
| <b>Maximum Benefit Period</b>                      | If you become disabled prior to age 62, benefits are payable to age 65, your Social Security Normal Retirement Age or 3.5 years, whichever is longest. At age 62 (and older), the benefit period will be based on a reduced duration schedule.  |
| <b>Partial Disability Benefits</b>                 | If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits.   |
| <b>DEFINITIONS</b>                                 |   |
| <b>Own Occupation</b>                              | 2 Years   |
| <b>Own Occupation Earnings Test</b>                | 99%   |
| <b>Definition of Monthly Earnings</b>              | Monthly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 12. Monthly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, monthly earnings is the hourly rate of pay multiplied by the average number of hours worked. |
| <b>FEATURES</b>                                    |   |
| <b>Vocational Rehabilitation Benefit</b>           | If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.   |
| <b>Survivor Benefit</b>                            | If you pass away while receiving disability benefits, a lump sum equal to 3 times your monthly benefit will be paid to your eligible survivor.  |
| <b>SERVICES</b>                                    |   |
| <b>Employee Assistance Program (EAP)</b>           | The EAP program provides you and your loved ones access to trained professionals and resources for assistance with personal and workplace issues.   |
| <b>Hearing Discount Program</b>                    | The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.   |

# > Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

## Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, salary continuance/sick leave, settlements on payments received and no-fault benefits.

## Does this plan cover me if I become disabled due to an injury at work?

Yes, your LTD insurance provides benefits for both on-the-job and off-the-job coverage for disabilities due to injury or sickness.

## Are there any limitations or exclusions?

The benefits payable are subject to the following:

- Disabilities related to alcohol and drug abuse are only payable for up to 24 months while insured under the policy.
- Disabilities related to mental disorders are only payable for up to 24 months while insured under the policy.
- Disabilities related to specific conditions are only payable for up to 24 months while insured under the policy.
- Your plan is subject to a pre-existing condition limitation. A pre-existing condition is one for which you have received medical treatment, consultation, care or services including diagnostic measures, or if you were prescribed or took prescription medications in the predetermined time frame prior to your effective date of coverage. The pre-existing condition under this plan is 3/12 which means any condition that you receive medical attention for in the 3 months prior to your effective date of coverage that results in a disability during the first 12 months of coverage, would not be covered.
- Benefits are not payable for any disability or loss that:
  - Results from an act of declared or undeclared war or armed aggression
  - Results from participation in a riot or commission of or attempt to commit a felony
  - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
  - Results from alcohol and drug abuse and/or substance abuse, except as noted above
  - Results from a mental disorder, except as noted above
  - Is caused by alcohol and drug abuse and/or substance abuse, while not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction
  - Occurs while incarcerated or imprisoned for any period exceeding 31 days
  - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.





# Worldwide Travel Assistance

TRAVEL ASSISTANCE TRAVELS WITH YOU



Experiencing an emergency while traveling can be especially difficult. Knowing who to call for medical problems, currency exchange issues or lost luggage is critical. Take comfort in knowing that Travel Assistance\* travels with you worldwide, offering access to a network of professionals who can help you with local medical referrals or provide other emergency assistance services in foreign locations.

## ENJOY YOUR TRIP – WE’LL BE THERE IF YOU NEED US

Travel Assistance can help you avoid unexpected bumps in the road anywhere in the world. For you, your spouse and dependent children on any single trip, up to 120 days in length, more than 100 miles from home.

### PRE-TRIP ASSISTANCE\*\*

Minimize travel hassles by calling us pre-departure for:

- Information regarding passport, visa or other required documentation for foreign travel
- Travel, health advisories and inoculation requirements for foreign countries
- Domestic and international weather forecasts
- Daily foreign currency exchange rates
- Consulate and embassy locations

### IMMEDIATE ATTENTION FOR EMERGENCIES WHILE TRAVELING

While traveling more than 100 miles from home you may access Travel Assistance services 24/7 by calling the toll-free number for immediate help from a travel assistance professional.

## EMERGENCY TRAVEL SUPPORT SERVICES

- Telephonic translation and interpreter services – 24/7 access to telephone translation services
- Locating legal services – referrals for local attorney or consular offices and help maintain business and family communications until legal counsel is retained (includes coordination of financial assistance for bonds/bail)
- Baggage – assistance with lost, stolen or delayed baggage while traveling on a common carrier
- Emergency payment and cash – assistance with advance of funds for medical expenses or other travel emergencies by coordinating with your credit card company, bank, employer, or other sources of credit; includes arrangements for emergency cash from a friend, family member, business or credit card
- Emergency messages – assistance with recording and retrieving messages between you, your family and/or business associates at any time
- Document replacement – coordination of credit card, airline ticket or other documentation replacement
- Vehicle return – if evacuation or repatriation is necessary, return your unattended vehicle to the car rental company

\*Brought to you by Mutual of Omaha. Services provided by AXA Assistance USA (AXA)

\*\*Available at any time, not subject to 100 mile travel radius

MUGC9734



## WORLDWIDE TRAVEL ASSISTANCE

Services available for business and personal travel.

For inquiries within the  
U.S. call toll free:

1-800-856-9947

Outside the U.S.  
call collect:

(312) 935-3658

**Page 710**



## WORLDWIDE TRAVEL ASSISTANCE

Services available for business and personal travel.

For inquiries within the  
U.S. call toll free:

1-800-856-9947

Outside the U.S.  
call collect:

(312) 935-3658



## MEDICAL ASSISTANCE

- Locating medical providers and referrals
- Communication on your medical status with family, physicians, employer, travel company and consulate
- Emergency evacuation if adequate medical facilities are not available, including payment of covered expenses
- Transportation home for further treatment – in the event of death, assist in the return of mortal remains
- Transportation arrangements for the visit of a family member or friend if your hospitalization is more than seven calendar days
- Return home for dependent children if your hospitalization is more than seven calendar days
- Assistance with lodging arrangements if convalescence is needed prior to, or after, medical treatment
- Coordination with your health insurance carrier during a medical emergency
- Assistance obtaining prescription drugs or other necessary personal medical items

## IDENTITY THEFT

Your Travel Assistance benefit automatically includes Identity Theft Assistance, coordinated at no additional cost. Whether at home or traveling, this benefit provides education, prevention and recovery information to help you protect your identity.

## EDUCATION AND PREVENTION

- Comprehensive ID theft assistance guide
- Tips to defend against ID theft

## RECOVERY INFORMATION

- Information regarding the steps to recover from credit card and check fraud
- Guidelines if your Social Security number is compromised
- Instructions for lost or stolen passport
- Contact list for financial institutions, credit bureaus and check companies

Travel assistance services are independently offered and administered by AXA Assistance USA, Inc. (AXA). Insurance benefits provided as part of Travel Assistance underwritten by a third party. AXA is not affiliated in any way with Mutual of Omaha Companies. There may be times when circumstances beyond AXA Assistance USA's control hinder its endeavors to provide services. AXA Assistance USA will make all reasonable efforts to help you resolve the emergency situation.

## ASSISTANCE

If you need help with an ID theft issue, case managers are available 24 hours a day, seven days a week and can be reached by calling the same toll-free number used to contact AXA: 800-856-9947.

## TRAVEL ASSISTANCE PLAN LIMITATIONS

AXA will not pay emergency evacuation, medically necessary repatriation, repatriation of remains or other expenses incurred while traveling within 100 miles of participant's place of residence, or for any one of the following reasons:

- A single trip lasts more than 120 days in length
- Traveling against the advice of a physician
- Traveling for medical treatment
- Pregnancy and childbirth (exception: complications of pregnancy)

Expenses for emergency evacuation, medically necessary repatriation, repatriation of remains, return of dependent children, family or friend transportation arrangement and vehicle return are limited to \$200,000 per person per event.

All additional costs would be the responsibility of the member. This includes medical costs which are the responsibility of the person receiving medical services. Services must be authorized and arranged by AXA Assistance USA, Inc. designated personnel to be eligible for this program. No reimbursement claims for out-of-pocket expenses will be accepted.

Carry this card with you  
when you travel

Brought to you by Mutual of Omaha.  
Services provided by AXA Assistance USA

Carry this card with you  
when you travel

Brought to you by Mutual of Omaha.  
Services provided by AXA Assistance USA



# › Identity Theft Assistance

AN ESSENTIAL SERVICE FOR YOUR PROTECTION



Each year millions of Americans become victims of identity theft. Information that personally identifies you, such as your name, Social Security number or credit card numbers can be stolen and used to commit fraud or other crimes.

Identity Theft Assistance, provided by AXA Assistance, helps you and your dependents understand the risks of identity theft, learn how to prevent it, and most importantly, assist you if your information is compromised.

ID Theft Assistance is available as part of your overall Travel Assistance package offered by your employer. Services include:

## **AWARENESS AND EDUCATION**

We help you understand the growing threat of identity theft by:

- › Promoting awareness of identity theft
- › Answering your questions about identity theft and how to recognize if you've become a victim
- › Educating you on how to avoid having your identity stolen

## **RECOVERY ASSISTANCE**

If your identity is compromised, the most important thing to do is **respond quickly**. We assist you by:

- › Connecting you to the fraud departments at your bank(s) and credit card companies
- › Facilitating access to credit bureaus and obtaining a complimentary credit report
- › Guiding you in contacting federal government and local law enforcement agencies and filing reports and complaints

**Access ID Theft  
Assistance services  
by calling AXA  
Assistance toll-free  
at (800) 856-9947.**

Brought to you by Mutual of Omaha Insurance Company. Travel Assistance Services provided by AXA Assistance USA © AXA Assistance USA, Inc. All Rights Reserved. AXA Assistance is a trade name of AXA Assistance USA, Inc. Reproduction or use of AXA Assistance USA, Inc.'s trade names, logos, brands, proprietary images or marks or those of its parent or affiliates are expressly prohibited without prior written permission.

Travel Assistance Services are independently offered and administered by AXA Assistance USA, Inc. (AXA). Insurance benefits provided as part of Travel Assistance underwritten by a third party. Mutual of Omaha does not warrant or guarantee, or make any representation as to the quality of the services provided by AXA, or any provider to whom a referral is made by AXA. There may be times when circumstances beyond AXA Assistance USA's control hinder its endeavors to provide services. AXA Assistance USA will, however, make all reasonable efforts to provide such services and help you resolve the emergency situation.



## > Will Preparation

SERVICES PROVIDED BY WILLING

Creating a will is an important investment in your future. It specifies how you want your possessions to be distributed after you die.

Whether you're single, married, have children or are a grandparent, your will should be tailored for your life situation.

You have access to affordable, online will preparation services provided by Willing.

### EASY, AFFORDABLE AND SECURE

Willing uses bank-level security to keep your information safe and secure. In just 10 minutes, you can create a personalized will.

#### *Here's how it works:*

- Log on to [www.willing.com/mutualofomaha](http://www.willing.com/mutualofomaha)
- Answer simple multiple choice questions on your computer or smartphone
- Download and print any document instantly
- At time of checkout, enter Mutual55 to receive your affordable Will Preparation package
- Update your information with any major life change, i.e., marriage, divorce, birth of a child
- Plan includes Last Will & Testament, Living Will, Power of Attorney, and Revocable Living Trust or Transfer of Death Deed at an affordable price



Create your will at  
[www.willing.com/mutualofomaha](http://www.willing.com/mutualofomaha)

Will preparation and estate planning services are independently offered by Bequest, Inc. (Willing) and are subject to their terms of service and privacy policy. Willing is an online service that provides legal forms and legal information. Willing is not a law firm and is not a substitute for an attorney's advice. United of Omaha Insurance Life Company and Companion Life Insurance Company (United and Companion) are authorized to provide marketing services. United, Companion and Willing are independent, unaffiliated companies. United and Companion do not provide, are not responsible for and do not guarantee the accuracy, adequacy or results of any service or documents provided by Willing.



## › Basic Enhanced Employee Assistance Program



Life's not always easy.  
Sometimes a personal or  
professional issue can get  
in the way of maintaining a  
healthy, productive life.



Your Employee Assistance Program (EAP) can be the answer for you and your family.

Mutual of Omaha's EAP assists employees and their eligible dependents with personal or job-related concerns, including:

- › Emotional well-being
- › Family and relationships
- › Legal and financial matters
- › Healthy lifestyles
- › Work and life transitions

### EAP BENEFITS

- Unlimited telephone access to EAP professionals 24 hours a day, seven days a week
- Telephone assistance and referral
- Service for employees and eligible dependents
- Robust network of licensed mental health professionals
- Three face-to-face sessions\* with a counselor (per household per calendar year)

\*Face-to-face visits can also be used toward legal consultations

\*California Residents: Knox-Keene Statute limits no more than three face-to-face sessions per six-month period per person.

- Legal assistance and financial services
  - Online will preparation
  - Legal library & online forms
  - Telephonic financial consultation
- Resources for:
  - Financial tools & resources
  - Substance abuse and other addictions
  - Dependent and elder care assistance & referral services
- Access to a library of educational articles, handouts and resources via [mutualofomaha.com/eap](http://mutualofomaha.com/eap)

### WHAT TO EXPECT

You can trust your EAP professional to assess your needs and handle your concerns in a confidential, respectful manner. Our goal is to collaborate with you and find solutions that are responsive to your needs.

Your EAP benefits are provided through your employer. There is **no cost** to you for utilizing EAP services. If additional services are needed, your EAP will help locate appropriate resources in your area.

**Don't delay if you need help. Visit**

**[mutualofomaha.com/eap](http://mutualofomaha.com/eap) or call 800-316-2796**

**for confidential consultation and resource services.**

Benefits that  
**work**

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Home office: 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Mutual of Omaha Insurance Company is licensed nationwide. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Companion Life Insurance Company, Hauppauge, NY 11788-2937, is licensed in New York. Each underwriting company is solely responsible for its own contractual and financial obligations. Some exclusions or limitations may apply.

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING UNITEDHEALTHCARE TO PROVIDE EMPLOYEE HEALTH INSURANCE, GUARDIAN TO PROVIDE DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA TO PROVIDE LIFE AND DISABILITY INSURANCE, AND ASURE SOFTWARE FOR FLEXIBLE SPENDING ARRANGEMENT BENEFIT SERVICES AND COBRA ADMINISTRATION, TO TOWN EMPLOYEES FOR FISCAL YEAR 2019/2020; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH UNITED HEALTHCARE AND OTHER PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Surfside (the “Town”) continues to work with Adams Benefit (“Adams Benefit”) as its insurance agent of record for employee health, disability, life, dental and other related benefit programs; and

**WHEREAS,** Adams Benefit obtained various proposals from health insurance and benefit providers and programs for the upcoming fiscal year and provided those proposals to staff; and

**WHEREAS,** based upon the information provided by Adams Benefit and Town staffs’ recommendation on the most beneficial plans available, the Town Commission wishes to continue with and renew (i) Unitedheathcare for employee health insurance, (ii) continue with Guardian for dental and vision insurance, (iii) continue with Mutual of Omaha for life and disability insurance, and (iv) continue with Asure Software for flexible spending arrangement benefit services and COBRA administration, all as set forth in the Commission Communication memorandum presented with this resolution; and

**WHEREAS,** the Town Commission further wishes to authorize the Town Manager to execute any necessary agreements with Unitedhealthcare and other providers for the insurance services; and

**WHEREAS,** the Town Commission finds that the insurance providers and programs selected and this Resolution are in the best interest and welfare of the employees of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval of Insurance Providers; Authorization to Town Manager.**

The Town Commission wishes to continue with and renew (i) Unitedhealthcare for employee health insurance, (ii) continue with Guardian for dental and vision insurance, (iii) continue with Mutual of Omaha for life and disability insurance, and (iv) continue with Asure Software for flexible spending arrangement benefit services and COBRA administration, for Fiscal Year 2019/2020 and all as set forth in the Commission Communication memorandum presented with this resolution. The Town Commission authorizes the Town Manager to enter into any necessary agreements with Unitedhealthcare and other insurance providers for employee health insurance and other benefit programs, in accordance with the terms and conditions as set forth in the Commission Communication and subject to the approval of the Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager and/or the Human Resources Director are authorized to take all action necessary to implement the purposes of this Resolution and the insurance programs detailed in the Commission Communication presented with this Resolution.

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

PASSED AND ADOPTED this 10th day of September, 2019.

Motion by \_\_\_\_\_.

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC,  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



# MEMORANDUM

ITEM NO. 5E

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Vice Mayor Daniel Gielchinsky and Lillian M. Arango, Esq.

**Date:** September 10, 2019

**Subject:** **Resolution Authorizing and Directing the Town to Join in the Filing of a Brief at the Florida Supreme Court Supporting the Placement on the Ballot of the Initiative Petition Entitled "Prohibits Possession Of Defined Assault Weapons".**

As you may be aware, the organization, Ban Assault Weapons Now ("BAWN"), has proposed a constitutional amendment that would prohibit the possession of assault weapons in Florida. A copy of the proposed constitutional amendment is attached.

On July 26, 2019, the Attorney General filed in the Florida Supreme Court a request for an advisory opinion seeking to invalidate the ballot question, claiming that the ballot language is misleading and defective. Many municipalities and interested parties do not agree, and find that the language is sufficiently clear and is not misleading. It is anticipated that a number of interested groups will file briefs in opposition to the Attorney General's position, including many local municipalities that are impacted by assault weapons.

The City of Weston is taking the lead on this matter in order to ensure that the voices of the local governments who are closest to the people are heard on this matter. The City of Weston Commission voted to file a brief in the Florida Supreme Court in support of the ballot language (Note without having taken a position as to the merits of the ballot question and reserving such to the voters). The Town Attorney, and specifically, Jamie Cole, who have and are serving as lead counsel in the so far successful lawsuit to invalidate the firearm preemption statute penalties, have agreed to draft and file the brief for a flat fee of \$25,000, to be divided equally by all of the local governments that participate. The Town Attorney expects to have several local governments participate in filing a brief, which would result in the cost for each local government to be reduced and not to exceed \$3,000.00.

Commission direction: The Town Attorney is seeking direction on the adoption of the Resolution which would authorize and direct the Town to join in the filing of a brief at the Florida Supreme Court supporting the placement on the ballot of the initiative petition entitled "Prohibits Possession of Defined Assault Weapons."

Reviewed by

Prepared by

**TOWN OF SURFSIDE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN TO JOIN IN THE FILING OF A BRIEF AT THE FLORIDA SUPREME COURT SUPPORTING THE PLACEMENT ON THE BALLOT OF THE INITIATIVE PETITION ENTITLED “PROHIBITS POSSESSION OF DEFINED ASSAULT WEAPONS”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the sponsoring political committee Ban Assault Weapons NOW has proposed an amendment to the Constitution of the State of Florida that would prohibit the possession of semiautomatic rifles and shotguns capable of holding more than ten rounds of ammunition at once, either in fixed or detachable magazine, with certain exceptions (“Proposed Constitutional Amendment”); and

**WHEREAS**, the sponsoring political committee Ban Assault Weapons NOW has met the registration, petition form submission and signature criteria set forth in section 15.21, Florida Statutes; and

**WHEREAS**, on June 26, 2019, the Attorney General of the State of Florida requested an advisory opinion from the Florida Supreme Court as to the validity of the initiative petition; and

**WHEREAS**, the Attorney General requested the opportunity to present argument in opposition to placement of the Proposed Constitutional Amendment on a ballot; and

**WHEREAS**, the Attorney General argued that the title and summary of the Proposed Constitutional Amendment should not be submitted to Florida voters because the title and summary fail to inform voters of the chief purpose of the proposed amendment and are affirmatively misleading; and

**WHEREAS**, the Town Commission and its members respectfully disagree with the Attorney General and believe that the title and summary do inform the voters of the chief purpose of the Proposed Constitutional Amendment and are not misleading; and

**WHEREAS**, the Town Commission and its members support the placement of the Proposed Constitutional Amendment on a ballot so that the citizens of Florida have the opportunity to vote for or against the Proposed Constitutional Amendment, but do not take any position as to whether the Proposed Constitutional Amendment should be adopted; and

**WHEREAS**, on July 29, 2019, the Florida Supreme Court opened Case No. SC19-1266 in response to the Attorney General's request for advisory opinion; and

**WHEREAS**, then Town of Surfside has authorized and directed its Town Attorney, Weiss Serota Helfman Cole & Bierman (the "Firm"), to file in Case No. SC19-1266 a brief supporting the placement of the Proposed Constitutional Amendment on a ballot; and

**WHEREAS**, the Town of Surfside encourages other local governments to join in the filing of the brief; and

**WHEREAS**, the Firm has been retained for a flat fee of \$25,000 to draft and file the brief; and

**WHEREAS**, each local government who joins in filing the brief will pay their respective share of the \$25,000 flat fee, provided that enough local governments participate so that each local government's cost does not exceed \$3,000; and

**WHEREAS**, the Town is an interested person to Case No. SC19-1266; and



**WHEREAS**, the Town desires to join in the brief supporting the placement of the Proposed Constitutional Amendment on the ballot and to invite other local governments to participate.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** The Town Commission hereby authorizes and directs the Town to join in the filing of a brief at the Florida Supreme Court in Case No. SC19-1266 supporting the placement of the Proposed Constitutional Amendment on the ballot.

**Section 3:** The Firm is hereby retained to represent the Town in this litigation. The Town agrees to pay its respective share of the \$25,000, provided that enough local governments participate so that the Town’s total cost does not exceed \$3,000. The Town also acknowledges that the Firm will be representing other local governments in this lawsuit and waives any conflicts related to such representation. In addition, the Town agrees that its joinder in the group of local governments filing the brief shall not, in and of itself, create a conflict of interest for the Firm.

**Section 4:** The Town Commission invites and urges other local to join the brief and to coordinate their efforts with the Town.

**Section 5:** The Town Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County.

**Section 6:** That the appropriate Town Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 7:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen \_\_\_\_\_

Commissioner Michael Karukin \_\_\_\_\_

Commissioner Tina Paul \_\_\_\_\_

Vice Mayor Daniel Gielchinsky \_\_\_\_\_

Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

## CONSTITUTIONAL AMENDMENT FULL TEXT

**Ballot Title:**

Prohibits possession of defined assault weapons

**Ballot Summary:**

Prohibits possession of assault weapons, defined as semiautomatic rifles and shotguns capable of holding more than 10 rounds of ammunition at once, either in fixed or detachable magazine, or any other ammunition-feeding device. Possession of handguns is not prohibited. Exempts military and law enforcement personnel in their official duties. Exempts and requires registration of assault weapons lawfully possessed prior to this provision's effective date. Creates criminal penalties for violations of this amendment.

**Article and Section Being Created or Amended:**

Article I, Section 8

**Full Text of the Proposed Amendment:**

ARTICLE I, SECTION 8. Right to Bear Arms.—

(a) The right of the people to keep and bear arms in defense of themselves and of the lawful authority of the state shall not be infringed, except that the manner of bearing arms may be regulated by law.

(b) There shall be a mandatory period of three days, excluding weekends and legal holidays, between the purchase and delivery at retail of any handgun. For the purposes of this section, "purchase" means the transfer of money or other valuable consideration to the retailer, and "handgun" means a firearm capable of being carried and used by one hand, such as a pistol or revolver. Holders of a concealed weapon permit as prescribed in Florida law shall not be subject to the provisions of this paragraph.

(c) The legislature shall enact legislation implementing subsection (b) of this section, effective no later than December 31, 1991, which shall provide that anyone violating the provisions of subsection (b) shall be guilty of a felony.

(d) This restriction shall not apply to a trade in of another handgun.

(e) The possession of an assault weapon, as that term is defined in this subsection, is prohibited in Florida except as provided in this subsection. This subsection shall be construed in conformity with the Second Amendment to the United States Constitution as interpreted by the United States Supreme Court.

1) Definitions – a) Assault Weapons - For purposes of this subsection, any semiautomatic rifle or shotgun capable of holding more than ten (10) rounds of ammunition at once, either in a fixed or detachable magazine, or any other ammunition-feeding device. This subsection does not apply to handguns.

**Initiative Information**

**Date Approved** 01/11/2019

**Serial Number** 19-01

**Sponsor Name:** Ban Assault Weapons Now

**Sponsor Address:** 6619 South Dixie Highway #148, Miami, FL 33143

## CONSTITUTIONAL AMENDMENT FULL TEXT

b) Semiautomatic - For purposes of this subsection, any weapon which fires a single projectile or a number of ball shots through a rifled or smooth bore for each single function of the trigger without further manual action required.

c) Ammunition-feeding device - For purposes of this subsection, any magazine, belt, drum, feed strip, or similar device for a firearm.

2) Limitations – a) This subsection shall not apply to military or law enforcement use, or use by federal personnel, in conduct of their duties, or to an assault weapon being imported for sale and delivery to a federal, state or local governmental agency for use by employees of such agencies to perform official duties

b) This subsection does not apply to any firearm that is not semiautomatic, as defined in this subsection.

c) This subsection does not apply to handguns, as defined in Article I, Section 8(b), Florida Constitution.

d) If a person had lawful possession of an assault weapon prior to the effective date of this subsection, the person's possession of that assault weapon is not unlawful (1) during the first year after the effective date of this subsection, or (2) after the person has registered with the Florida Department of Law Enforcement or a successor agency, within one year of the effective date of this subsection, by providing a sworn or attested statement, that the weapon was lawfully in his or her possession prior to the effective date of this subsection and by identifying the weapon by make, model, and serial number. The agency must provide and the person must retain proof of registration in order for possession to remain lawful under this subsection. Registration records shall be available on a permanent basis to local, state and federal law enforcement agencies for valid law enforcement purposes but shall otherwise be confidential.

3) Criminal Penalties - Violation of this subsection is a third-degree felony. The legislature may designate greater, but not lesser, penalties for violations.

4) Self-executing - This provision shall be self-executing except where legislative action is authorized in subsection (3) to designate a more severe penalty for violation of this subsection. No legislative or administrative action may conflict with, diminish or delay the requirements of this subsection.

5) Severability - The provisions of this subsection are severable. If any clause, sentence, paragraph, section or subsection of this measure, or an application thereof, is adjudged invalid by any court of competent jurisdiction, other provisions shall continue to be in effect to the fullest extent possible.

6) Effective date - The effective date of this amendment shall be thirty days after its passage by the voters.

### Initiative Information

**Date Approved** 01/11/2019

**Serial Number** 19-01

**Sponsor Name:** Ban Assault Weapons Now

**Sponsor Address:** 6619 South Dixie Highway #148, Miami, FL 33143



# MEMORANDUM

ITEM NO. 5F

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** September 10, 2019

**Subject:** Approval of Temporary Use Agreement between the Town of Surfside and Miami Dade College for use of the School of Justice. Driving Range

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The Town of Surfside Police Department is requesting approval of a three-month driving range agreement with the Miami Dade College School of Justice to facilitate our 18th Annual Citizen Police Academy and future department training. By initiating the agreement our department will be authorized to utilize the College's driving range course for the Citizen Police Academy to demonstrate the proper operation of an emergency vehicle and educate attendees on liability issues that relate to the operation of a police vehicle.

There is an estimated budgeted cost of four hundred dollars associated with this portion of the Citizen Police Academy that includes three hours use of the driving track, skid vehicle, and one instructor. The Town of Surfside Police Department will provide one additional instructor.

The Police Vehicle Operation course has been part of all previous Citizen Police Academies and has had tremendous feedback from all participants. We look forward to having the ability to continue providing this course as part of our curriculum and further promote understanding of Law Enforcement.

Staff request a motion to approve a Resolution authorizing the Agreement between the Town of Surfside and the Miami Dade College.

Prepared by: Chief Julio Yero

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING AN  
AGREEMENT FOR TEMPORARY USE OF MIAMI-DADE  
COLLEGE FACILITIES; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Police Department (the “Department”) offers an annual Citizens Police Academy (the “Academy”) enabling participants to gain a better understanding of police policies, procedures, responsibilities, personnel demands, and laws that guide their decision making; and

**WHEREAS**, the Department wishes to conduct a portion of the Academy at Miami-Dade College’s School of Justice Driving Range; and

**WHEREAS**, the Town wishes to enter into an Agreement for Temporary Use of Miami-Dade College Facilities (the “Agreement”) in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that approving the Agreement is in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.     Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A.”

**Section 3.     Authorization.** That the Town Manager is hereby authorized to further negotiate and execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

**Section 4.     Implementation.** That the Town Manager and/or designee are authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5.     Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of September, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen \_\_\_\_\_

Commissioner Michael Karukin \_\_\_\_\_

Commissioner Tina Paul \_\_\_\_\_

Vice Mayor Daniel Gielchinsky \_\_\_\_\_

Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch

Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC

Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

# Miami Dade College

☐North Campus 11380 NW 27<sup>th</sup> Ave Miami, FL 33167    ☐Kendall Campus 11011 SW 104 Street Miami, FL 33176    ☐Wolfson Campus 300 NE 2<sup>nd</sup> Ave Miami, FL 33132    ☐Medical Campus 950 NW 20<sup>th</sup> Street Miami, FL 33127    ☐Homestead Campus 500 College Terrace Homestead, FL 33030    ☐InterAmerican 627 SW 27 Ave Miami, FL 33135    ☐Hialeah Campus 1780 W 49<sup>th</sup> Street Hialeah, FL 33012    ☐West Campus 3800 NW 115 Ave Doral, FL 33178    ☐Tower Theatre 1508 SW 8th St Miami, FL 33135    ☐Koube Center 2705 SW 3rd St Miami, FL 33135

## ***AGREEMENT FOR TEMPORARY USE OF MIAMI DADE COLLEGE FACILITIES***

This Agreement for Temporary Use of Miami Dade College Facilities (“Agreement”) is made and entered into on the date last signed below and between The District Board of Trustees of Miami Dade College, Florida, a public educational institution and political subdivision of the State of Florida, (“COLLEGE”), and Town of Surfside Police Department, (“USER”), for the use of facilities under control of the COLLEGE, and described herein.

### **1. RESERVATION INFORMATION (“Reservation”)**

Facility Name/Location: School of Justice Driving Range (“College Facility”)

Event Name: Student Training

Description of Event: Vehicle Operations student training (“USER Event”)

USER Event Start and end date: 10/1/2019 12/31/2019

USER Event Start and end time: As needed As needed

**ALL USERS BE ADVISED THAT MIAMI DADE COLLEGE DOES NOT PROVIDE ACCESS TO FACILITIES TO ORGANIZATIONS OVER EXTENDED PERIODS OF TIME. USE OF COLLEGE FACILITIES ARE ON A TEMPORARY BASIS ONLY.**

2. **Fees for the use of College Facility:** The USER agrees to pay the COLLEGE the amount of \$ 107.00 per hour for track use, \$30.00per hour/per vehicle for skid cars (“College Facility Use Fee”), plus all applicable Florida sales tax of \$ Exempt, for a total amount of \$ To be determined by actual use for the rights granted under this Agreement, regardless of whether the USER utilizes the Campus Facilities for the entire time permitted. Payment(s) shall be made pursuant to the following payment schedule:

| Payment Due Date | Payment Amount          |
|------------------|-------------------------|
| Monthly          | To be determined by use |
| Date.            | Amount.                 |
| Date.            | Amount.                 |
| Date.            | Amount.                 |
| TOTAL:           | To be determined        |

All payments must be made by check, cashier’s check, money order or electronic wire transfer payable to “Miami Dade College”. **All payments will be delivered to the Campus Administration’s Office no later than date set forth in the payment schedule above.** All payments are non-refundable unless provided for in this Agreement. The calculation of final charges shall be completed by the COLLEGE at the end of the USER’s Event and any additional charges shall be paid by the USER within five (5) business days from the receipt of the COLLEGE’s invoice to the USER detailing the additional charges. Before the COLLEGE will remove the assessment of sales taxes, USER must provide the COLLEGE a current copy of certificate confirming tax exemption.



In the event any payment by the USER to the COLLEGE is returned for any reason, USER will responsible for any charges, including fines, assessed the COLLEGE. Reservation will be suspended pending USER's payment of all outstanding amounts, including all additional charges and fines. Any USER who fails to make any payments as set forth herein will authorize the COLLEGE to cancel the Reservation and immediately terminate this Agreement. USER will not be granted the use of any College Facility until all outstanding amounts are paid in full.

**3. General Terms and Conditions** – USER agrees to comply with the following terms and conditions and further agrees to require, as applicable, each of its employees, agents, contractors, volunteers, guests, participants (collectively referred together with USER as “USER MEMBER”) to comply with same.

- a. Activities will not be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless specifically authorized herein.
- b. USER accepts the Premises in “**AS IS**” condition. In the event the USER finds it necessary to remove or change any equipment, USER will request in writing such alteration to the Campus Representative for approval. The Campus Representative will approve or deny the alternation in writing. Any approved alteration shall be made by the USER, unless otherwise required by the Campus Representative, at the USER's sole expense and shall be returned to its original condition and appearance at the conclusion of the USER's Event.
- c. USER MEMBERS are responsible for the proper use and care of any COLLEGE property, including, but not limited to, the College Facility. USER agrees that it will not use tape to affix items to the walls, or drive or permit to be driven, nails, hooks, tacks or screws into any part of the College Facility, building or equipment contained therein and will not make nor allow to be made any alterations of any kind to the Premises, building or equipment contained therein.
- d. Animals are not permitted at any College property, except service animals, limited by Federal law as a dog or miniature horse adequately trained to do work or perform tasks for the benefit of an individual with a qualifying disability, are permitted.
- e. All COLLEGE areas are smoke-free, and smoking and/or use of any tobacco product, including, but not limited to, cigarettes, cigars, and pipes, as well as the use of electronic cigarettes is strictly prohibited. USER will be charged for the cost of cleaning or eliminating smoke odors or stains caused by any USER MEMBER.
- f. Possession and/or use of any illegal substances is strictly prohibited on all College properties.
- g. Sale, possession or consumption of alcoholic beverages by any USER MEMBER on any College property is prohibited, unless specifically authorized herein.
- h. The use of scooters (including electric and non-electric), skateboards, skates, rollerblades, bicycles, hoverboards, other recreational equipment or vehicles, and gambling devices is not permitted on COLLEGE property unless specifically authorized in this Agreement.
- i. USER will be liable for the repair and/or replacement cost of any COLLEGE property, including, but not limited to, the COLLEGE Facility, which is damaged, destroyed or lost, resulting from USER Event and related activities.
- j. USER MEMBERS must obtain any and all licenses or permits required by law or ordinance, including structural permits for tents, plumbing permits (if using portable restroom facilities), electrical permits (for tent lights, electrical outlets, etc.), and all other necessary permits that apply to the USER's Event. USER MEMBERS must provide all licenses and permits for internal review/approval by the COLLEGE's Building Official no less than three (3) business days prior to the USER's Event.
- k. USER MEMBERS must remove all equipment from the College Facility and clean-up and restore the College Facility to its original conditions and at its sole expense, immediately following the conclusion of the USER's Event. Failing to satisfactorily clean-up and restore the College Facility, in the COLLEGE's sole and absolute discretion, will subject the USER to a clean-up fee. COLLEGE assumes no liability for the USER MEMBER's equipment or materials which are left on the College's property following the USER's Event will be deemed abandoned and the COLLEGE may elect to store or dispose of same and the USER will be charged for any costs or fees incurred by the COLLEGE as a result.
- l. Food may only be served by COLLEGE-approved caterers and at approved locations. USER must notify and obtain approval from the COLLEGE in advance of any special food preparation needs or requirements, including the use of fryers, grills, or open flame cooking. Food service shall be for

- onsite consumption only and USER MEMBERS shall not promote or sell foods to persons outside of USER's Event.
- m. COLLEGE equipment shall not be taken or removed from the COLLEGE under any circumstances. USER is responsible for any missing equipment.
  - n. COLLEGE retains all concession rights and USER MEMBERS may not engage in selling of any items except programs, unless otherwise authorized herein.
  - o. USER, for itself and on behalf of the artist or promoter of the Program, represents and warrants to COLLEGE that all copyrighted or trademarked programming to be presented has been duly licensed or authorized by the owners of all respective intellectual property or their representatives. USER shall obtain, at its own expense, any licenses, and pay any royalties which USER may owe for the sale or distribution of copyrighted or trademarked material at any activities contemplated under this Agreement. USER hereby indemnifies and holds COLLEGE harmless from and against any and all claims, losses or expenses that may arise in connection with this provision.
  - p. Filming and Photography:
    - i. USER agrees that no filming or photography ("Recordings") of students, faculty, or staff will be done without specific written releases from such persons. USER represents and warrants that it has or will obtain all required releases and agrees to indemnify COLLEGE against any resulting claims, damages, and attorney's fees if it fails to obtain said written releases. Without limiting the foregoing, USER further acknowledges, warrants and represents that no person filmed or photographed, as contemplated herein, shall be filmed or photographed wearing COLLEGE branding depicting the name, logos, marks, trademarks and/or likeness of COLLEGE unless otherwise authorized in writing by COLLEGE.
    - ii. COLLEGE agrees to provide USER with a limited, non-exclusive license to use the photographic images of COLLEGE Property ("COLLEGE IP") solely for the limited purpose of the filming expressly identified under this Agreement, subject to the subsection below and provided that the product of any such filming does not include COLLEGE branding depicting the name, logos, marks, trademarks and/or likeness of COLLEGE (including, but not limited to, any COLLEGE branding depicting the name, logos, marks, trademarks and/or likeness of COLLEGE on any clothing or other items worn by individuals, if any, or on any other objects filmed as part of the filming contemplated herein). USER agrees that all right, title, and interest in and to the COLLEGE IP is and shall remain the sole and exclusive property of COLLEGE and that USER shall acquire no rights therein by reason of this Agreement other than this limited non-exclusive license. USER further agrees that it shall not portray or use the COLLEGE IP in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate the COLLEGE IP with content related to tobacco, alcohol, illegal or legal drugs, drug paraphernalia, or sexually explicit material. USER will not sell, display or otherwise use the COLLEGE IP in any manner except for the limited purpose stated herein. Additionally, USER acknowledges, agrees and understands that this Agreement does not confer upon USER any rights to use the name, logos, marks and/or likeness of COLLEGE unless otherwise authorized in writing by COLLEGE.
    - iii. USER acknowledges that many of the sculptures or other works of art located throughout the COLLEGE are on loan to COLLEGE and understands that COLLEGE may not hold or own any copyrights related thereto. USER agrees to obtain the advance written consent of the individual artist and/or copyright holder prior to filming, taping, recording or photographing any work of art exhibited at the COLLEGE. USER agrees to release, indemnify, and hold harmless COLLEGE from and against any third-party claim relating to the unauthorized use, filming, taping, recording or photographing of any work of art located or displayed at the COLLEGE.
  - q. USER shall arrange for all deliveries of any equipment or materials for USER Event to be delivered on the date, time and location designated by the Campus Representative.
  - r. USER MEMBERS shall not use or store or permit to be stored in or on any part of the COLLEGE's property any substance or thing prohibited by any law or ordinance, or by standard insurance policies or fire insurance companies operating in the State of Florida.

- s. In accordance with the Jeanne Clery Disclosure of Campus Security Police and Campus Crime Statistics Act, 20 U.S.C. §1092(f), as amended from time to time (the “Clery Act”), the USER shall immediately notify the COLLEGE’s Campus Public Safety Office in the event of an alleged crime or public safety emergency at the COLLEGE Facility during the term of the USER’s Event.
4. **COLLEGE Rights and Responsibilities:**
  - a. COLLEGE shall furnish light, heat and water by means of the appliances already installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure in furnishing any of the same caused by anything beyond the control of COLLEGE shall not be chargeable to the COLLEGE.
  - b. COLLEGE shall not be responsible for any damage, accidents or injury that may happen to the USER, USER MEMBERS, any and all other participants and/or property from any cause whatsoever arising out of or resulting from USER EVENT during the period covered by this Agreement.
  - c. COLLEGE activities have first priority. COLLEGE reserves the right to alter USER Event by notifying as soon as practicable, but not later than forty-eight (48) hours prior to the start of USER Event.
  - d. COLLEGE may request an advance security and/or damage deposit of 25% of the total amount due up to \$1,000 on the day the USER Event is confirmed. This deposit shall be either a check, cashier’s check, money order, electronic wire transfer or bond made payable to “Miami Dade College.” The deposit will be applied towards the total amount due in the event a cancellation is made by the USER. If there is no cancellation, the deposit will be returned after all financial obligations have been fulfilled.
5. **Service or Sale of Alcohol:** The possession, service, sale, consumption and distribution of alcohol on COLLEGE property is strictly governed by all appropriate state and federal laws, local county ordinances, and COLLEGE’s policies and procedures regarding alcoholic beverages. The possession, sale, consumption of any alcoholic beverage on COLLEGE property is subject to COLLEGE’s prior approval, in its sole and absolute discretion. USER must disclose the desire to bring alcohol to the COLLEGE Facility when requesting a reservation. ANY REQUEST TO HAVE ALCOHOL ON COLLEGE PROPERTY MADE WITHIN THREE (3) WEEKS OF USER’S EVENT MAY NOT RECEIVE TIMELY APPROVAL. USER must provide the COLLEGE with a valid copy of all licenses, permits, and required insurance, including host liquor liability, no less than twenty-four (24) hours before the USER’s Event. Alcohol must be served by a licensed bartender and must provide evidence of current and valid Florida TIPS Training. Alcohol service must end one (1) hour prior to the scheduled end of the USER’s Event. Alcoholic beverages may not be used in USER’s marketing, as prizes or awards, or any publicity. Responsible consumption of alcohol shall be encouraged. Any activities that encourage drinking, drinking contests, or alcoholic intoxication, and the advertisement of any such activities are strictly prohibited. No individual under the legal drinking age (minimum of 21 years of age) may possess, serve, sell, consume or distribute alcohol on any COLLEGE property. Service of any alcohol on any COLLEGE property to individuals under the legal drinking age of 21 years is strictly prohibited. COLLEGE may require USER to provide, at its sole expense, additional licensed security and/or law enforcement officers. COLLEGE retains the right to remove, or require USER to remove, any persons from COLLEGE property it determines, in its sole discretion, is intoxicated.
6. **Parking:** USER shall notify the Campus Representative should there be a need for parking for USER MEMBERS in connection with the USER Event. COLLEGE shall designate parking location(s) for USER MEMBERS. COLLEGE reserves the right to limit the amount of allotted parking spaces and type(s) of vehicle(s) permitted to park on its properties. All USER MEMBERS must comply with all COLLEGE parking rules and regulations. Unless otherwise approved by the Campus Representative, there shall be no parking overnight, on the grass, sidewalks, fire zones, handicapped spaces (without valid, state-issued placards), walkways, or in any manner which blocks or impedes any ramps, fire hydrants, or entrances or exits. Any vehicles found in violation of any of these rules may be cited, immobilized, or towed at the vehicle owner’s sole expense.
7. **Insurance:**
  - a. No later than three (3) business days’ before USER’s Event, USER shall provide COLLEGE’s Risk Management Department with an original Certificate of Insurance as evidence of the insurance required below. The Certificate of Insurance must include a description of the Agreement and be signed by an authorized representative of the insurer(s), licensed in the State of Florida. The Certificate of Insurance must be approved by the COLLEGE’s Director, Risk Management, prior to the commencement of any activities contemplated under this Agreement.
  - b. USER agrees to maintain, and require and ensure that its vendors, contractors, subcontractors, agents, representatives maintain, the following insurance throughout term of this Agreement:

- i. General Liability Insurance, including contractual liability and products and completed operations coverage, with minimum limits of liability of \$1 million per occurrence and \$1 million in the aggregate, with policy endorsed to name “The District Board of Trustees of Miami Dade College, Florida” as an Additional Insured.
    - ii. Workers compensation insurance at the statutory limits and employer’s liability of \$1,000,000.00 each accident/disease-each employee & policy limit, for its protection and the protection of COLLEGE.
    - iii. If alcohol is being served, USER, or its caterer or bartender must provide evidence of Host Liquor Liability Insurance. If alcohol is being sold by USER or any USER MEMBER, including a caterer or bartender, they must provide evidence of Liquor Liability Insurance. Said Liquor Liability coverage shall have include minimum limits of liability and additional insured endorsement requirements as stated above.
  - c. All insurers providing coverage shall have and maintain a minimum A.M. Best’s rating of A as to management and Class VII as to financial size. The Certificate(s) of Insurance will indicate that there will be no cancellation without thirty (30) days prior written notice to the COLLEGE’s Director of Risk Management. USER shall be in default of this Agreement for failure to maintain the insurance required herein, and the COLLEGE may immediately suspend or cancel the Reservation and terminate the Agreement.
  - d. Any insurance provided by the COLLEGE shall be excess of and not contributing with the insurance provided by or on behalf of USER or USER MEMBERS. Compliance with the insurance requirements above shall not limit USER’s liability, its officer’s agents, employees, contractors, subcontractors or suppliers to the COLLEGE or others.
  - e. **Public Entities:** In the event USER is a self-insured public entity (“PUBLIC ENTITY USER”) with a general and automobile liability risk management program, including the administration of general and automobile liability claims, settlement of claims, a loss control program and trust fund pursuant to Florida law. PUBLIC ENTITY USER agrees to maintain in full force and effect and throughout the Use Period, at PUBLIC ENTITY USER’s sole cost and expense, the insurance program pursuant to Florida law. PUBLIC ENTITY USER shall provide COLLEGE’s Director of Risk Management with proof of self-insurance no less than three (3) business days prior to the commencement of USER Event.
8. **No Joint Venture:** This Agreement does not authorize USER to do business under the name of “The District Board of Trustees of Miami Dade College, Florida”, the “Miami Dade College”, any of the COLLEGE’s departments, programs, or events, or any name of similar thereto (“COLLEGE Entities”), or to enter into any contracts or agreements of any type in the name of, or on behalf of any of the COLLEGE Entities. USER is not empowered to state or imply, neither directly nor indirectly, that USER or its activities, other than pursuant to the limited license permitted herein, if any, are supported, endorsed or sponsored by the COLLEGE Entities and upon the direction of the COLLEGE shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint ventures agents nor shall any similar relationship be deemed to exist between them.
  9. **Conflict of Interest:** USER represents that it has no employee who has, or whose relative has, a relationship with COLLEGE, in a manner that will violate the Code of Ethics for Public Officers and Employees, including, but not limited to, Florida Statute, Sections 112.313(3) and (7), and Florida Statute, Section 112.3185(6), thereof, by reason of USER entering into this Agreement.
  10. **Assignment:** USER shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of COLLEGE.
  11. **Indemnification:** USER, shall indemnify and hold harmless The District Board of Trustees of Miami Dade College, Florida, The Miami Dade College Foundation, Inc., and their trustees, officers, employees, agents, contractors, and instrumentalities (“COLLEGE Indemnitees”) from any and all liability, losses or damages, including attorney’s fees and costs of defense, which COLLEGE Indemnities may incur as a result of claims, demands, suits, or causes of actions or proceedings of any kind or nature, arising out of, relating to or resulting from the negligence or misconduct in the performance of this Agreement by USER, USER MEMBERS, or their officers, employees, agents, contractors or instrumentalities servants, partners, principals or subcontractors (“USER Indemnitors”). USER Indemnitors shall pay all claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the COLLEGE Indemnitees, upon the written request of the COLLEGE Indemnitees, including appellate proceedings, and shall pay all cost, judgments, and attorney’s fees which may issue thereon.

12. **Force Majure:** Neither Party hereto shall be responsible for a failure to perform its obligations hereunder due to events directly affecting or impacting USER Event beyond either Parties' reasonable control including, without limitation, acts of God, natural disasters, government regulations, acts of war, acts of terror, strikes or other labor disputes, severe weather, earthquakes, fires, floods, riots civil disorder, failure of power or utilities, government acts, curtailment of transportation facilities preventing or unreasonably delaying USER Event attendees, exhibitors, or guests from appearing at USER Event, or other similar cause beyond the control of either Party making it inadvisable or illegal to hold USER Event.
13. **Default:** If either Party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that Party shall be in default. Upon the occurrence of a default hereunder which is not cured within seven (7) days after receipt of notice of default either in writing or via e-mail, the non-defaulting Party, in addition to all remedies available to it by law, may immediately, upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If USER is the defaulting party, all deposits, payments, advances, or other compensation paid by USER to COLLEGE shall be forfeited and become the property of COLLEGE. In no event shall COLLEGE be liable to USER for any consequential, incidental, special and/or indirect damages or losses (in contract or tort), including, but not limited to, any lost revenues or savings in connection with this Agreement and/or any breach and/or default by COLLEGE hereunder.
14. **Cancellation:** COLLEGE reserves the right, in the exercise of its sole discretion, to rescind and cancel this Agreement and take any other lawful action at any time when, in its sole opinion, the purpose or purposes for which it is used or intended to be used, shall be obnoxious or inimical to the COLLEGE's best interests, including, but not limited to those which endanger the health or safety of any person or are anticipated to cause damage to any property, COLLEGE's image or reputation; anything herein contained notwithstanding.
15. **Notice:** All notices required or permitted under this Agreement shall be in writing, reference this Agreement and be deemed given when: (i) delivered personally; (ii) sent by confirmed facsimile or email (iii) five (5) days after having been sent by registered mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications, including notices and billing, shall be sent to the addresses set forth below:

| USER   | COLLEGE   |
|--|---|
| Town Of Surfside Police Department   | Fermin Vazquez. Senior Director Campus Administration.  |
|  | with copies to:   |
| Julio Yero, Chief of Police<br>9293 Harding Avenue, Surfside Fl. 33154<br>305-861-4862 | Javier A. Ley-Soto, Esq.<br>College Legal Counsel<br>Miami Dade College<br>Office of Legal Affairs<br>300 N.E. 2 <sup>nd</sup> Avenue, Room 1453<br>Miami, FL 33132 |

16. **Governing Law-Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Proper venue shall lie solely in Miami-Dade County, Florida.
17. **Prevailing Party Fees and Costs:** In the event of any legal proceedings arising, directly or indirectly, out of or related to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees, collection fees and costs for each such proceeding, trial and for all levels of appeal.
18. **Waiver of Jury Trial:** THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS AGREEMENT. BOTH OF THE PARTIES (I) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGE THAT EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.
19. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible



under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

20. **Certification:** USER certifies that it possesses the legal authority to enter into this Agreement authorizing the person(s) identified as the official representatives(s) of USER, to act in connection with the Agreement, and to provide such additional information as may be required from time to time by the COLLEGE.
21. **Taxes:** USER acknowledges sole responsibility for the payment of all applicable federal, state, and local taxes and fees of whatever nature that are associated with the use of COLLEGE Property. USER must provide the COLLEGE a current copy of certificate confirming tax exemption before the COLLEGE will remove the assessment of sales taxes.
22. **Entire Agreement; Amendments:** This Agreement represents the entire Agreement between the Parties and supersedes any prior Agreement or representations between the Parties with regard to the subject. This Agreement may not be modified orally, by supplement, modification, waiver, change, extension, discharge or amendment, unless by a written document signed by a duly authorized representative of each Party.
23. **Survival:** Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.
24. **Severability of Provisions:** In the event any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or as the result of the adoption of an ordinance, statute or regulation, that holding or adoption will not affect the validity and enforceability of the remainder of this Agreement, which will remain in full force and effect in accordance with its terms.
25. **Addendums:** Any addendums to this Agreement shall be identified below, attached to and made a part of this Agreement.
  - a. Addendum "A" Modification of Payment Requirements
  - b. Addendum Title.
  - c. Addendum Title.
  - d. Addendum Title.
  - e. Addendum Title.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below:

**THE DISTRICT BOARD OF TRUSTEES OF  
MIAMI DADE COLLEGE, FLORIDA**

\_\_\_\_\_  
COLLEGE Authorized Signer  
Print Name: Malou C. Harrison  
Title: Campus President  
Date: \_\_\_\_\_

**USER: Town of Surfside Police Department**

\_\_\_\_\_  
USER Authorized Signer  
Print Name: Julio Yero  
Title: Chief of Police  
Date: \_\_\_\_\_

**ADDENDUM A TO  
AGREEMENT FOR TEMPORARY USE OF  
MIAMI DADE COLLEGE FACILITIES**

**MODIFICATION OF PAYMENT REQUIREMENTS**

**Authority:**

MDC Procedure 3908 requires final payment for the use of the College's facilities and grounds to be received at least 48 hours in advance of the event unless agreed upon in writing and in advance.

**DECISION:**

Section 2. **Fees for the use of College Facility** of the Agreement for the Temporary Use of Miami Dade College Facilities is hereby deleted and replaced as follows:

- 2. Fees for the use of College Facility:** The USER agrees to pay the COLLEGE the daily amount of \$ \$107.00 per hour for track use, \$30.00 per hour/per vehicle for skid cars ("College Facility Use Fee"), plus all applicable Florida sales tax of \$ 0.00, for a total daily amount of \$ To be determined for the rights granted under this Agreement. Payment(s) shall be made pursuant to the following payment terms and schedule:
- a. The College Facility is reserved for USER on the following day(s):  
10/01/2019 – 12/31/2019 as needed.
  - b. In the event USER is unable to use the College Facility on any reserved day, due to no fault by the USER, including, but not limited to, weather conditions ("Cancellation"), the COLLEGE and USER will agree to either reschedule for another date and/or time, or the COLLEGE will not assess Total Daily Amount for the Cancellation.
  - c. COLLEGE shall submit an invoice to the USER following the month of usage to include all fees assessed for the respective month. For example, the COLLEGE will send USER an invoice in February reflecting fees assessed for the month of January.
  - d. USER shall submit payment to the COLLEGE within thirty (30) days of the date of the invoice, and as otherwise provided for herein.

All payments must be made by check, cashier's check, money order or electronic wire transfer payable to "Miami Dade College". **All payments will be delivered to the Campus Administration's Office no later than thirty (30) days from the date of the invoice as noted above.** All payments are non-refundable unless provided for in this Agreement. The calculation of final charges shall be completed by the COLLEGE at the end of the USER's Event and any additional charges shall be paid by the USER within thirty (30) days from the date of the COLLEGE's final invoice to the USER detailing the final charges. Before the COLLEGE will remove the assessment of sales taxes, USER must provide the COLLEGE a current copy of certificate confirming tax exemption.

In the event any payment by the USER to the COLLEGE is returned for any reason, USER will responsible for any charges, including fines, assessed the COLLEGE. Reservation will be suspended pending USER's payment of all outstanding amounts, including all additional charges and fines. Any USER who fails to make any payments as set forth herein will authorize the COLLEGE to cancel the Reservation and immediately terminate this Agreement. USER will not be granted the use of any College Facility until all outstanding amounts are paid in full.

This is the end of this Amendment.



**ADDENDUM B**  
**TO AGREEMENT FOR**  
**TEMPORARY USE OF MIAMI-DADE COLLEGE FACILITIES**

**THIS ADDENDUM B TO AGREEMENT** (“Addendum”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the “Town” or “User”) and **MIAMI-DADE COLLEGE**, a public educational institution and political subdivision of the State of Florida (the “College”).

**WITNESSETH:**

**WHEREAS**, the Town and College wish to enter into that certain Agreement, and this Addendum, for the purpose of authorizing the Town’s temporary use of the College’s School of Justice Driving Range (the “College Facility”) for the Town’s Police Citizen’s Academy vehicle operations student training (the “User Event”) (hereinafter, the “Agreement”); and

**WHEREAS**, the Town and College desire to add to and amend certain provisions of the Agreement as hereinafter provided.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and College desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
5. **Paragraph 11 of Agreement.** Paragraph 11 of the Agreement is replaced in its entirety as follows:

**11. Indemnification:**

(a) Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by laws, USER shall indemnify and hold harmless The District Board of Trustees of Miami Dade College,

Florida, The Miami Dade College Foundation, Inc., and their trustees, officers, employees, agents, contractors, and instrumentalities (“COLLEGE Indemnitees”) from any and all liability, losses or damages, including attorney’s fees and costs of defenses, which COLLEGE Indemnities may incur as a result of claims, demands, suits, or causes of actions or proceedings of any kind of nature, arising out of, relating to or resulting from the negligence or misconduct in the performance of this Agreement by USER, USER MEMBERS, or their officers, employees, agents, contractors or instrumentalities, servants, partners, principals, or subcontractors (“USER Indemnitors”). USER Indemnitors shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COLLEGE Indemnitees, upon the written request of the COLLEGE Indemnitees, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

(b) Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by laws, COLLEGE shall protect, defend, indemnify, save and hold harmless the USER, all departments, agencies, boards and commissions, its officers, agents, servants and employees (the “USER Indemnitees”), from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of the Agreement and any negligent act or omission of the College, The District Board of Trustees of Miami Dade College, Florida, The Miami Dade College Foundation, Inc., and their trustees, officers, employees, agents, contractors, and instrumentalities, the College’s agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the USER as a result of any claim, demands, and/or causes of action.

(c) Nothing in this indemnification or the Agreement is intended to act as a waiver of either party’s sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

6. **Paragraph 13 of Agreement.** Paragraph 13 of the Agreement is replaced in its entirety as follows:

13. **Default:** If either Party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that Party shall be in default. Upon the

occurrence of a default hereunder which is not cured within seven (7) days after receipt of notice of default either in writing or via e-mail, the non-defaulting Party, in addition to all remedies available to it by law, may immediately, upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If USER is the defaulting party, all deposits, payments, advances, or other compensation paid by USER to COLLEGE shall be forfeited and become the property of COLLEGE. In no event shall either party be liable to the other for any consequential, incidental, special and/or indirect damages or losses (in contract or tort), including, but not limited to, any lost revenues or savings in connection with this Agreement and/or any breach and/or default by either party hereunder.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**  
**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

|  |   |
|--|---|
| <p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>  | <p><b>TOWN OF SURFSIDE, FLORIDA</b>, a Florida municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>   |
| <p><b>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</b></p> <p>_____</p> <p>Town Attorney</p>         |   |
| <p><b>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</b></p> <p>_____</p> <p>College Legal Counsel</p> | <p><b>THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA</b>, a public educational institution and political subdivision of the State of Florida</p> <p>By: _____</p> <p>Name: Malou C. Harrison</p> <p>Title: Campus President</p> <p>Date: _____</p> |
|  |   |



**Town of Surfside  
September 10, 2019**

**7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**RESOLUTION COVER MEMORANDUM**

**Agenda #:** 5G  
**Date:** September 10, 2019  
**From:** Daniel Dietch, Mayor  
**Subject:** Single-Use Plastic Bag Preemption Urging Resolution

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**Objective:** To urge the Florida Legislature to repeal Sections 403.708, 403.7033, and 500.90, Florida Statutes and reject any other statutes that inhibit a local government's ability to regulate single-use plastic bags and request the support of Governor Ron DeSantis in those efforts. In addition, support the City of Coral Gables and continue our stewardship efforts to safeguard our environment.

**Consideration:** The Town has taken significant actions to safeguard the health, safety, and welfare of our community through responsible actions to limit the use of certain products that adversely impact our natural environment. In furtherance of this policy priority, that Town has monitored the State's action since 2010 when the Florida Department of Environmental Protection submitted the "Retail Bags Report to the Legislature." Since that time, the Florida Legislature has not taken any action other than preemption to further address the issue and such inaction perpetuates the use of plastic bags and exacerbates their adverse effect upon the environment.

On December 10, 2013, the Town passed Resolution 13-2214 urging the Florida Legislature to either repeal Section 403.7033, Florida Statutes to allow local governments to regulate the use of plastic shopping bags by business establishments or in the alternative take action to responsibly manage the use of plastic bags. Since that time, the Town passed Ordinance No. 15 – 1630 prohibiting the sale or use of Expanded Polystyrene (Styrofoam) food service articles and Resolution No. 18-1676 creating Section 31-11 of the Town Code prohibiting the distribution, sale or use of plastic straws, which was subsequently amended through Resolution No. 18-1690. Most recently, the Town adopted and is in the process of considering the repeal of Ordinance No. 2019-1698, which amends Section 34-11 of the Town Code to prohibit the distribution, sale or use of single-use plastics, including single use plastics (bags). However, at the August 13, 2019 Town Commission meeting, in consideration of recent legal challenges and applicable state legislation, the Town Commission directed staff to prepare a Notice of Intent to Repeal Ordinance No. 2019-1698 and the repeal of Ordinance No. 2019-169 passed on First Reading on August 26, 2019.

In light of the recent Third District Court of Appeal decision in the Florida Retail Federation, Inc., et al., vs. The City of Coral Gables, Florida case, this action to supports Coral Cables and all other Florida municipalities seeking to enact sensible regulations to protect the environment and to support Home Rule.

**Recommendation:** To: 1) approve the attached Resolution urging the Florida Legislature to repeal Sections 403.708, 403.7033, and 500.90, Florida Statutes and reject any other statutes that inhibit a local government's ability to regulate single-use plastic bags and request the support of Governor Ron DeSantis in those efforts; 2) direct the Town Attorney to file an amicus brief to the Florida Supreme Court in support of Coral Gables should the City decide to appeal the Third District Court of Appeal decision; and 3) direct the Administration to implement the proposed education and outreach program it planned as part of the passage of Ordinance No. 2019-1698.

## **RESOLUTION NO. 2019 -**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE FLORIDA LEGISLATURE TO REPEAL SECTIONS 403.708, 403.7033 AND 500.90, FLORIDA STATUTES, AND REJECT ANY OTHER STATUTES THAT INHIBIT A LOCAL GOVERNMENT'S ABILITY TO REGULATE EXPANDED POLYSTYRENE OR SINGLE-USE PLASTIC BAGS; AND REQUESTING THE SUPPORT OF GOVERNOR RON DESANTIS IN THOSE EFFORTS.**

**WHEREAS**, acknowledging the significant harmful effects of expanded polystyrene on the environment and finding the regulation of expanded polystyrene necessary for the preservation of our environment and the public health, safety, and welfare of the Town of Surfside's ("Town") residents and visitors, in 2015, the Town began the process of regulating this product; and

**WHEREAS**, the significant negative impact that plastic bags and polystyrene have on the environment and the health, safety, and welfare of the Town's residents and properties prompted the Town to adopt Ordinance No. 2015-1639 on March 10, 2015 (codified in Section 34-9 of the Town Code) prohibiting the sale or use of expanded polystyrene food service articles by Town contractors and special event permittees; and

**WHEREAS**, on November 10, 2015, the Town further adopted Ordinance No. 2015-1639 (codified in Section 34-10 of the Town Code) prohibiting the sale or use of expanded polystyrene food services articles by food service providers and stores, with exceptions; and

**WHEREAS**, expanded polystyrene, a petroleum by-product commonly known as Styrofoam, is neither readily recyclable nor biodegradable and can take thousands of years to degrade in the environment. Products made from expanded polystyrene have little value, are not accepted in single stream recycling facilities, and cause serious harm and death to wildlife; and

**WHEREAS**, like polystyrene, single-use plastic bags are detrimental because they do not fully degrade and create the potential for death of land and marine animals through entanglement and ingestion. The expansive usage of single-use shopping bags and their typical disposal rates create an impediment to the Town's waste reduction and recycling goals, cause unsightly litter in the Town's streets, parks, public places, beaches and waterways, and have a significant adverse impact on coastal waters and marine animals; and

**WHEREAS**, on July 9, 2019, to address significant environmental concerns related to single-use plastics, and consistent with the Home Rule powers guaranteed to the Town by the Miami-Dade Home Rule Charter and the Florida Constitution, the Town

Commission adopted Ordinance No. 2019-1698 amending Section 34-11 of the Town Code to provide a prohibition on the distribution, sale, or use of single-use plastics, including single-use plastic bags; and

**WHEREAS**, Ordinance No. 2019-1698 provided for a robust public outreach and educational campaign to engage and educate residents and local businesses on the effects of Ordinance 2019-1698, thereby delaying enforcement of the Ordinance and allowing residents and businesses sufficient time to transition away from use of single-use plastics; and

**WHEREAS**, on July 15, 2019, the Town received a demand letter from the Florida Retail Federation and the Florida Restaurant and Hotel Lodging Association, providing notice pursuant to Section 57.112, Florida Statutes, and stating that the Town's Ordinance No. 2019-1698 regulating plastic bags is unlawful as the regulation of plastic bags is expressly preempted to the State under Section 403.7033, Florida Statutes. In addition, the Federation requested repeal of the Ordinance within 60 days in order to avoid potential attorney fees, costs and damages in the event of a successful challenge to Ordinance No. 2019-1698; and

**WHEREAS**, due to legal challenges and newly enacted Section 57.112, Florida Statutes, potentially subjecting the Town to attorneys fees, costs and damages in connection with Ordinance No. 2019-1698 regulating single use plastic bags, the Town Commission on August 13, 2019 directed that a Notice of Repeal of Ordinance No. 2019-1698 be published and that the Town take the necessary steps to repeal the Ordinance; and

**WHEREAS**, on August 14, 2019, the Third District Court of Appeals (Case No.:3D17-562) entered an order in the case titled *Florida Retail Federation, Inc. and Super Progreso, Inc. v. City of Coral Gables*, ruling that the trial court erred in concluding that the three statutes are unconstitutional and reversed the lower court's ruling, and finding that Sections 403.708(9) and 403.7033, Florida Statutes, relating to plastic bags and packaging constitutional and preempted to the State, and further upholding the constitutionality of Section 550.90, FS and finding that the regulation of polystyrene products is preempted to the State; and

**WHEREAS**, on August 26, 2019, the Town adopted Ordinance No. 2019-\_\_\_\_ on first reading repealing Ordinance No. 2019-1698 regulating single-use plastics; and

**WHEREAS**, despite the appellate court's ruling, the Town remains wholly committed to protecting the environment and Home Rule, and urges the Florida Legislature to eliminate and repeal Sections 403.708, 403.7033, and 500.90, Florida Statutes, and any other preemption statutes that inhibit a local government's ability to regulate expanded polystyrene and/or plastic bags; and

**WHEREAS**, the Town also requests the support of Governor Ron DeSantis, who has demonstrated respect for both the environment and Home Rule through his recent veto

of HB 771, wherein the Legislature attempted to preempt local regulations on single-use plastic straws; and

**WHEREAS**, in his letter to Secretary of State, Laurel M. Lee, withholding his approval and vetoing HB 771, Governor DeSantis said “A number of Florida municipalities, including Sanibel, Ft. Meyers Beach and Miami Beach, have enacted ordinances prohibiting single-use plastic straws. These measures have not, as far as I can tell, frustrated any state policy or harmed the state’s interest. In fact, the Florida Department of Environmental Protection has encouraged Florida residents, schools and businesses to reduce plastic straw use. Under these circumstances, the State should simply allow local communities to address this issue through the political process. Citizens who oppose plastic straw ordinances can seek recourse by electing people who share their views;” and

**WHEREAS**, the local regulation of expanded polystyrene and plastic bags is as important and necessary as the regulation of plastic straws and the Town respectfully requests Governor DeSantis to support Home Rule and local efforts to regulate expanded polystyrene and single-use plastic bags.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA.**

**SECTION 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** That the Town Commission hereby urges the Florida Legislature to repeal and reject sections 403.708, 403.7033, and 500.90, Florida Statutes, and any other statutes that inhibit a local government’s ability to regulate expanded polystyrene and/or single use plastic bags.

**SECTION 3.** That the Town Commission hereby requests Governor Ron DeSantis’ support in the efforts to support Home Rule and local efforts to regulate expanded polystyrene and single-use plastic bags.

**SECTION 4.** That the Town Commission hereby authorizes the Town Mayor to write directly to Governor DeSantis on behalf of the Town Commission to request his assistance in these efforts and take all appropriate action to implement the purposes of this Resolution.

**SECTION 5.** That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10<sup>th</sup> day of September, 2019.

Moved By: \_\_\_\_\_

Second By: \_\_\_\_\_



**FINAL VOTE ON ADOPTION**

|                               |       |
|-------------------------------|-------|
| Commissioner Barry Cohen      | _____ |
| Commissioner Michael Karukin  | _____ |
| Commissioner Tina Paul        | _____ |
| Vice Mayor Daniel Gielchinsky | _____ |
| Mayor Daniel Dietch           | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



## MEMORANDUM

ITEM NO. 9A

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** September 10, 2019  
**Subject:** Stormwater Master Plan Discussion

At the August 13, 2019 Town Commission meeting the Administration was directed to return with this initiative as a discussion item.

Based on a recommendation from the Sustainability and Resiliency Committee, Calvin, Giordano & Associates (CGA) as the Town's vetted and approved engineering firm is qualified to prepare a complete Stormwater Master Plan (Plan). This Plan will include evaluation of the Town's stormwater management practices, existing drainage facilities, future stormwater improvement projects, funding sources, capital improvements projects, and regulatory policies. The Plan will also document the previously completed stormwater improvement projects and will address priority flooding and water quality concerns. The recently completed Abbott Drainage study, as recommend by the Sustainability and Resiliency Committee and discussed at the June 11, 2019 Town Commission meeting, will be incorporated into this Plan.

In 2008, the Town had authorized CGA to provide professional engineering services for Surfside Drainage Improvements through purchase order #100009 (CGA Proposal #07-1552). The project was funded by two (2) FDEP grants. Per the grant applications and approvals, the primary objective of the project was to reduce the Total Maximum Daily Loads (TMDL's) by 90%. The secondary objectives of the project were as follows:

- 1) Prepare a drainage report for the regulatory agencies identifying the water quality and discharge quantity improvements.
- 2) Prepare a Hydrologic and Hydraulic model to support water quality/quantity improvements that were needed to satisfy regulatory agencies requirements.
- 3) Prepare an exhibit showing existing/proposed conveyance systems and proposed drainage improvements including pump stations, drainage wells, and outfalls.
- 4) Prepare construction plans and specifications for drainage improvements including three pump stations and nine drainage wells.

The construction of proposed drainage improvements was completed in 2013. The said project provided significant drainage improvements for the Town, but it did not include any of the following key components of a master drainage study:

- Development of guidelines for future drainage improvements
- Identification of future drainage improvement projects
- Identification of goals for drainage levels of service
- Evaluation for sea level rise

Accordingly, it is appropriate and necessary for the Town to authorize a Plan as soon as possible to include the following elements:

- Updated hydrologic and hydraulic (H&H) model of existing conditions
- H&H model of future conditions with identified future improvements,
- Town's vulnerability for sea level rise prediction,
- Evaluation for existing drainage level of services
- Guidelines for future level of services,
- Project funding sources,
- Evaluation of current regulatory requirements, and
- Various supporting exhibits

A Town of Surfside Stormwater Master Plan would cost between \$150,000 and \$200,000 and would be funded from the Stormwater Utility Trust Fund (an Enterprise Fund). This is an unbudgeted FY2019 item.

Services to be performed by CGA and will require minimal Town Staff assistance.

Seeking Town Commission approval to return with a work authorization for this Stormwater Master Plan and a budget amendment.

Reviewed by



Prepared by





**Town of Surfside  
Town Commission Meeting**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9B  
**Date:** August 28, 2019  
**From:** Commissioner Tina Paul  
**Subject:** FPL Undergrounding

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**Objective** – Consider new information regarding easements for FPL Undergrounding.

**Consideration** – On April 8, 2019 the Town Manager forwarded new information regarding easements for undergrounding utilities that would not require an easement from each homeowner (see attached). Commission discussion regarding the new easement information or level of interest to move forward since receiving this new information has not occurred.

At the recent joint meeting of the Town Commission and Planning and Zoning Board held Monday, August 26, 2019 there was discussion regarding the importance to protect Town infrastructure from storm surges and sea level rise.

Electricity is vital to our daily lives and quality of life therefore; it is beneficial for this Commission to decide upon a course of action that would be least disruptive during severe weather situations.

**Recommendation** – To discuss all options available and choose a course of action.

# FPL Undergrounding

Guillermo Olmedillo

Mon 4/8/2019 5:01 PM

To: Elected Officials <ElectedOfficials@townofsurfsidefl.gov>;

Mayor, Vice Mayor and Commissioners:

In order to keep you informed, the message below explains the latest position by FPL in reference to undergrounding utilities.

Should you have questions, please advise.

Thank you



Guillermo Olmedillo

Town Manager

Town of Surfside

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Surfside, FL 33154

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Email: [golmedillo@townofsurfsidefl.gov](mailto:golmedillo@townofsurfsidefl.gov)

[www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov)

**P Please consider the environment before printing this e-mail**



**TREE CITY USA**

Guillermo,

I spoke to John Lehr and Aletha Player of FPL on Friday afternoon, and I think I have some information of substance to share with you.

## Easements/ROW agreement

With respect to the need for easements beyond the existing R-O-W: easements beyond the R-O-W limits are NOT REQUIRED as a matter of policy. In lieu of that, FPL is willing to accept a R-O-W agreement with the TOWN to



memorialize an agreement between the two parties that should the Town or any other agency require FPL to relocate, adjust, or rearrange any of their underground facilities, the Town (or other agency) will provide FPL with an alternative location for the facilities and will pay any costs associated with the relocation, adjustment, or rearrangement, AND the Town (or other Agency) shall also reimburse FPL for any costs to locate, expose, or protect, or support their facilities, in the event of future construction or excavation in close proximity to the FPL facilities.

The need for easements beyond the R-O-W limits may be dictated by the availability of space for FPL's (and cable TV and telephone) within the ROW vis-à-vis other underground utilities, and the physical space available for FPL's transformers and switch cabinets.

### Easement sizes

FPL's standard easement sizes are: 10' x 10' for their residential transformers (4'-0" x 4'-6" pad) and 24' x 24' for their switch cabinets (largest pad = 84" x 84", Vista u/g vault = 79" x 72"). The transformer easements are probably the minimum size they can be. However, John and Aletha have indicated that they will work with us to minimize easement sizes as merited. So, the smallest easement we may be able to provide for the Vista cabinets is 13' x 18'.

### Moving Forward

If the Town is interested in moving forward with FPL, and if you are interested in pursuing the avenue that avoids the need for easements beyond the R-O-W's from each homeowner, then we need to provide to FPL:

1. The Engineering Deposit of \$60,432, as previously outlined in our white paper, and
2. As-built records of the existing underground utilities.

It's worth noting that FPL previously completed their design of this system in 2012 or 2013. I believe CGA provided them with as-builts of the underground utilities existing at that time. So, we should be able to locate their drawings and the utility as-builts from that project. We will have to re-obtain current utility as-builts, in case anything has changed, including the infrastructure work we completed with the Town at that time.

John Lehr recalls that FPL's previous design located as many of the transformers and switch cabinets as possible on Town property, thereby simplifying any easement acquisition efforts. We expect they will replicate this consideration in their updated design.

Please call me if you wish to discuss further.

Thank you,

**Curt Keyser, P.E.**

Director of Engineering | Engineering (Broward)



**Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316**

Office: 954.921.7781 | Direct: 954.766.2752 | Fax: 954.921.8807

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**Town of Surfside  
Town Commission Meeting  
September 10, 2019  
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Date:** September 10 2019  
**Prepared by:** Daniel Dietch, Mayor  
**Subject:** Sand Bag Distribution

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**Objective:** To seek discussion amongst the Town Commission whether to direct the Town Manager to develop a sand bag distribution program as part of the Town's disaster preparedness activities.

**Consideration:** Surfside, due to its location on a barrier island, presents some unique challenges associated with extreme weather events. No doubt, the Town's preparedness and response capabilities and quality of service have increased dramatically over the last decade. Similarly, level of services expectations from the community have also increased. However, there are and will continue to be opportunities to enhance the services to further safeguard our community during the most stressful of events. While I expect the Town to conduct a thorough After Action Review of its work related to Hurricane Dorian, I am calling attention to this matter now so it can be part of the Administration's review.

Notwithstanding that to my recollection, Surfside has not provided sandbags to residents over the last 20 years, there is increasing demand for the service to be provided. It should be noted that with the exception of this year, Bay Harbor Islands and Sunny Isles Beach had not previously provided sandbags. Representatives from both municipalities shared generally positive feedback on their inaugural programs, which relied in part on their landscaping contractor to provide empty bags (Sunny Isles Beach) and filled bags (Bay Harbor Islands).

Before simply demanding the service in Surfside, there should be consideration to the logistics of such a program and the resources required, including, but not limited to: sourcing, location, timing, duration, quantity, cost, and staffing. In addition, as such a service is best staffed, there should be consideration of how it might impact other preparedness activities.

**Recommendation:** For the Town Commission to direct the Town Manager to develop a sand bag distribution program as part of the Town's disaster preparedness activities.