

**REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 4, 2018
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Stewardship*****

CALL TO ORDER

INVOCATION (Reverend Kim Cannon - Destin United Methodist Church)

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. APPROVAL OF MINUTES

A. Approval of minutes of May 21, 2018 council executive session (public meeting portion)

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

A. Seeking vested right status for Dieter Blasbichler/Traship Holdings AG -
David B. Pleat, Esq.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under Number 5)

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

- A. Agent-Broker of Record for Health & Ancillary Benefits, RFP 18-10-HR
- B. Vested Rights Determination Discussion
- C. Proposed Resolution in support for a Voter Referendum Half-Cent Sales Tax for Okaloosa County
- D. Announcement

5. PUBLIC HEARINGS

A. First reading of Ordinance 18-10-CC to amend Code of Ordinance Article VI - Registration of Short-Term rentals.

6. *CONSENT AGENDA (No public comments)

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. ADJOURN

**MINUTES
EXECUTIVE SESSION
DESTIN CITY COUNCIL
ANNEX COUNCIL CHAMBERS
MONDAY, MAY 21, 2018
6:00 PM**

The Council of the City of Destin met in an executive session with the following members and staff present:

Council Present

Mayor Pro Tem Prebble Ramswell	Councilmember Skip Overdier
Councilmember Chatham Morgan	Councilmember Tuffy Dixon
Councilmember Cyron Marler	Councilmember Rodney Braden

Staff Present

City Manager Carisse Lejeune
City Land Use Attorney Kimberly Kopp
Special Counsel William G. Warner

Others Present

Liz Klein, Court Reporter

Mayor Pro Tem Prebble Ramswell called the meeting to order at 6:05 PM by stating “*This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Destin Log, on Wednesday, May 16, 2018.*”

City Land Use Attorney Kimberly Kopp states, “*Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:*

B.I. Inc, Dewey Destins Harborside LLC, Plaintiff, vs. CITY OF DESTIN, FLORIDA, Defendant, in the Circuit/County Court of the First Judicial Circuit, in and for Okaloosa County, Florida, Case No. 2016-CA-003672F

may receive the Council’s advice regarding the strategy to be used in this case and the type of expenses to be incurred.”

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight the following persons will be in attendance at the session:

Attorneys for the City: William G. Warner, Esq.
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401

Kimberly Romano Kopp, Esq.
Bogin, Munns & Munns, P.A.
Gateway Center
1000 Legion Place
Suite 1000 (10th Floor)
P.O. Box 2807
Orlando, Florida 32801

City Manager Carisse LeJeune”

Attorney Kopp asked that Council members in attendance identify themselves verbally for the record. The following members stated their names for the record – “Councilmember Rodney Braden, Councilmember Tuffy Dixon, Councilmember Skip Overdier, Mayor Pro Tem Prebble Ramswell, Councilmember Cyron Marler, Councilmember Chatham Morgan.”

Attorney Kopp continued by saying, “I estimate that this executive session will take approximately 60 minutes. At the conclusion of the executive session the Council will reconvene the public hearing, accept any motions if applicable and then the Mayor will adjourn the session.”

Mayor Pro Tem Ramswell stated, “At this time, we will recess the public portion of tonight’s meeting and convene the executive session”

All persons listed to participate in the executive session proceeded to the City Hall Annex Conference Room.

At approximately 7:16 PM, Mayor Pro Tem Ramswell reconvened the public portion of the meeting and announced she would entertain any motions from the Council.

Mayor Pro Tem Ramswell moved to direct City staff to negotiate a settlement through the establishment of Unity of Title and an application for development order; seconded by Councilmember Marler. Motion passed 6-0 (Mayor Pro Tem Ramswell, Council members Morgan, Marler, Overdier, Dixon and Braden voted “yes”; Councilmember Destin abstained from voting).

Having no further business at this time, the Mayor Pro Tem adjourned the meeting at 7:18 PM.

ADOPTED THIS 4TH DAY OF JUNE 2018
By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

SPEAKER'S FORM
City of Destin Council Meeting

In an effort to better serve the community, the City Council requests that items or requests to be presented before Council be provided to the City Clerk by noon Wednesday of the week prior to the meeting. **Any related materials that you wish to distribute to Council in support of your item must be submitted at that time as well.** This will give Council adequate time to review your request and make any necessary inquiries. In addition, the staff may need to contact you in response to your topic of concern or in response to action directed by the Council.

As you complete the form below, please note that certain fields marked by * are required. Late or incomplete forms, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

***** PLEASE PRINT *****

DATE OF REQUEST: 5/9/18 *COUNCIL MEETING DATE: 6/4/18 at 6:00

*NAME: David B. Pleat, Esq. Counsel to *PHONE #: (850) 650-0599
Dieter Blasbichler and Traship Holdings AG

ADDRESS: 4477 Legendary Drive, Ste.202, Destin EMAIL: david@pleatperry.com

*TOPIC/ISSUE Seeking vested right status for Dieter Blasbichler/Traship Holdings AG

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?
I have spoken with the City's land use attorney, Kimberly Kopp.

*DESIRED ACTION BY COUNCIL? Move to declare that Mr. Blasbichler/Traship Holdings AG (Sea Oats) has vested rights under current Comp Plan that will remain notwithstanding pending Comp Plan amendments.

PRESENTATION MATERIALS ATTACHED?: YES X NO # OF PAGES

To: City of Destin/City Council

Meeting Date: June 4, 2018

From Applicant: Dieter Blasbichler/Traship Holdings A G (hereinafter "Sea Oats Property")

REQUEST FOR GRANDFATHER/VESTED RIGHTS STATUS

This presentation is made on behalf of Dieter Blasbichler and Traship Holdings A G, the property owners of what is known as the Sea Oats Property (approximately 5.99 acres on the beach) on Old Highway 98 abutting the Gulf of Mexico. This request is being made pursuant to the City of Destin Comprehensive Plan Policy 1-2.1.5: Grandfather Clause.

The existing Grandfather Clause states as follows:

Policy 1-2.1.5: Grandfather Clause. Existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan, shall continue as lawful uses and shall be regulated through administrative remedies for vested rights issues that shall be included in the LDC. All duly approved and recorded lots, subdivision and condominium plats of record, which existed as legal lots, subdivision and condominium plats of record prior to the adoption of this Comprehensive Plan shall continue to be legal lots, subdivision and condominium plats of record after adoption of the Comprehensive Plan. This grandfather status may only be relinquished voluntarily by the vested entity. All new lots, subdivisions, condominium plats and all replats shall comply with the Comprehensive Plan objectives and Policies, including maximum density provisions. Similarly, all new development shall comply with the Comprehensive Plan and LDC unless the development is found to have a vested right in a land use that is in conflict with the Comprehensive Plan and LDC. Under such condition the grandfather clause shall be applicable unless voluntarily relinquished by the vested entity. Notwithstanding, any single-family home that is subject to redevelopment shall be allowed to reconstruct, providing adopted building and construction codes as well as this ordinance and the size and dimension criteria of the LDC are met.

PROPERTY HISTORY

On March 28, 2008, the Sea Oats Property owners obtained a Tier III¹ status under the existing Comprehensive Plan and Land Development Code for a project known as Caretta Dunes. Attached as **Exhibit "1"** is an artist rendition of Caretta Dunes. The time line leading up to the Tier III application is attached as **Exhibit "2."** As part of the Tier III designation, the Sea Oats property owners granted the City of Destin a five (5) foot public beach access easement and dune walkover on the western edge of the property (Tarpon Street Public Beach Access) and obtained approval for and constructed the five designated public beach access parking spots along the southwestern side of the Tarpon Street right-of-way. Pictures of both the five (5) foot public beach access easement and parking spaces are attached as **Exhibit "3."** In addition, the Developer Order that was ultimately issued by the City of Destin approving the Tier III designation is attached hereto as **Exhibit "4."** The estimated cost of the public benefits in the development of the Caretta Dunes project totaled \$2,077,600.00, see attached **Exhibit "5."** Notwithstanding the fact that the Caretta Dunes project was not eventually developed, as an act of good faith the Sea Oats property owners provided the City of Destin the promised five (5) foot wide easement for public beach access and constructed a public boardwalk. In 2008, the estimated value of the five (5) foot wide public easement was \$350,000.00. The actual cost of the walkover was \$37,648.81. The City of Destin contributed \$23,419.87 toward the construction on December 23, 2015. See, boardwalk expense report attached hereto at **Exhibit "6."** In addition, the value of the parking spaces was \$53,500.00 to construct. The City has had the benefit of both the public easement walkover and parking spaces since 2010. The Tier III approval allowed for eighty units (80) as opposed to the original sixty-two (62) units and allowed the construction of a five story building with a fifty (50) foot height maximum. Under the Tier III allowance, the Caretta Dunes Development Order would have allowed for 143 units. Notwithstanding that fact, 80 units were proposed in the Development Order. See the attached Tier Level Comparison Chart at **Exhibit "7."**

The affect of the proposed changes to the Comprehensive Plan regarding the height restrictions for the Sea Oats parcel would take it from 80 units to 48 units. The resulting loss in value of the property is in the tens of millions.

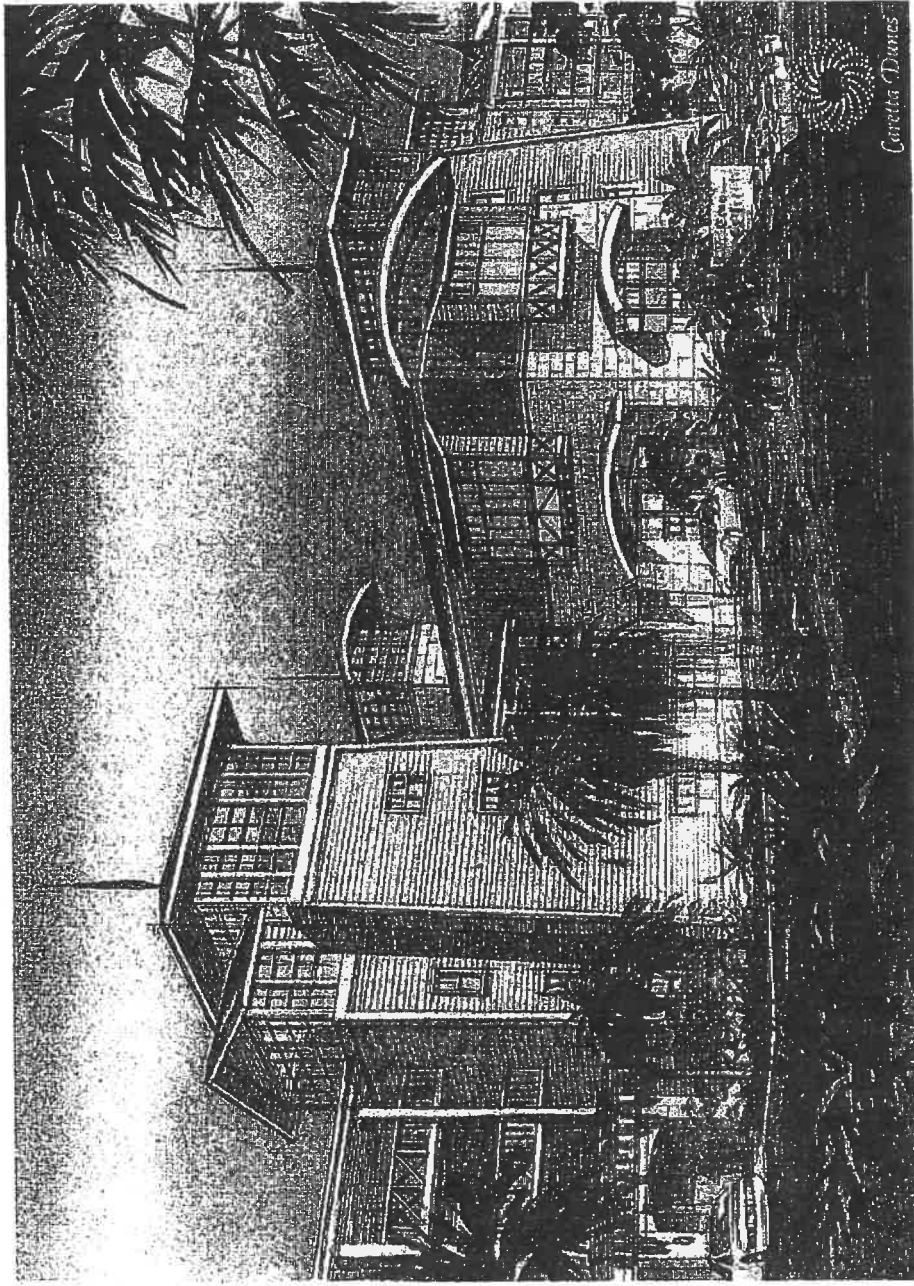
In 2005, the Head Companies had agreed to purchase the land for \$42,000,000.00 which was \$60,000.00 per square foot at seven hundred feet of beach front property (\$42,000,000.00). An appraisal on July 14, 2017 placed the value of the property at \$32,000.00 per front foot or \$22,400,00.00 for the raw land.² See attached Appraisal at **Exhibit "8."**

¹City of Destin Land Development Code 7.09.03. G.2 (tiered land use system).

²This number takes into consideration that the Traship parcel (\$9,600,000.00) and Blasbichler parcel which is approximately 400 front feet. Just considering the five foot frontage on City access places value of frontage for public access of \$160,000.00 which does not take into consideration the 350 feet of walkway/boardwalk.

The proposed changes in the CBR Designated Land Development Standards within the Comprehensive Plan for single family residential is thirty-five foot and three stories and multi-family residential fifty foot/4 stories with a density up to 12 units per acre density. See Policy 1.2.4.2 Crystal Beach Resorts (CBR). The maximum height proposed was 5 stories and 60 feet pursuant to the previous Development Order.

The Tier III designation was a lawfully conforming use prior to the expected effective date of the proposed changes in the Comprehensive Plan. The applicant requests that any new development on its parcel comply with the existing Comprehensive Plan and Land Development Code Tier III designation as having been found to have vested rights in land use notwithstanding the fact that the previous vested rights could conflict with proposed amendments to the Comprehensive Plan and LDC.



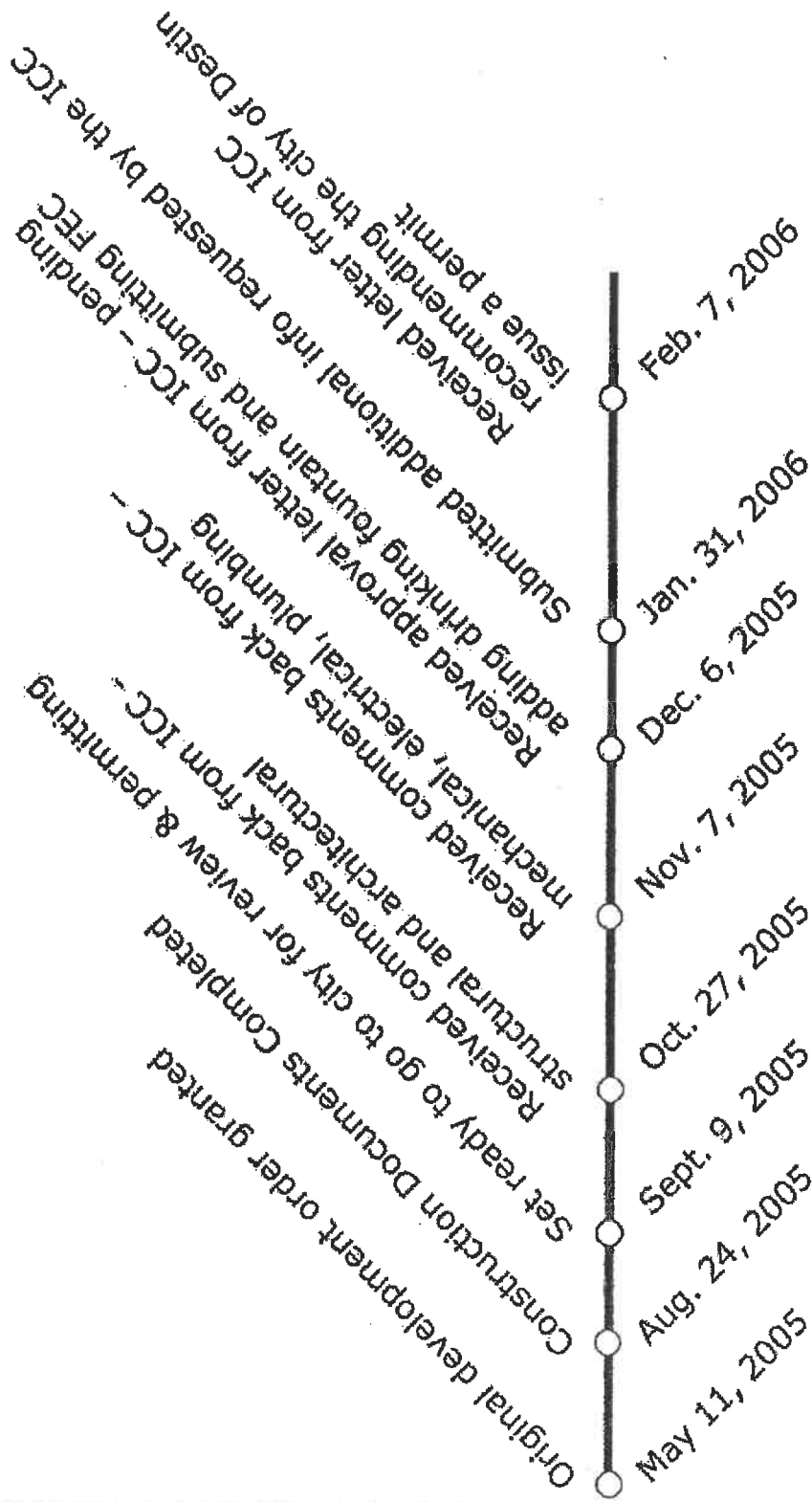
Caretta Dunes

EXHIBIT

1

Caretta Dunes Tier 3 Proposal

day



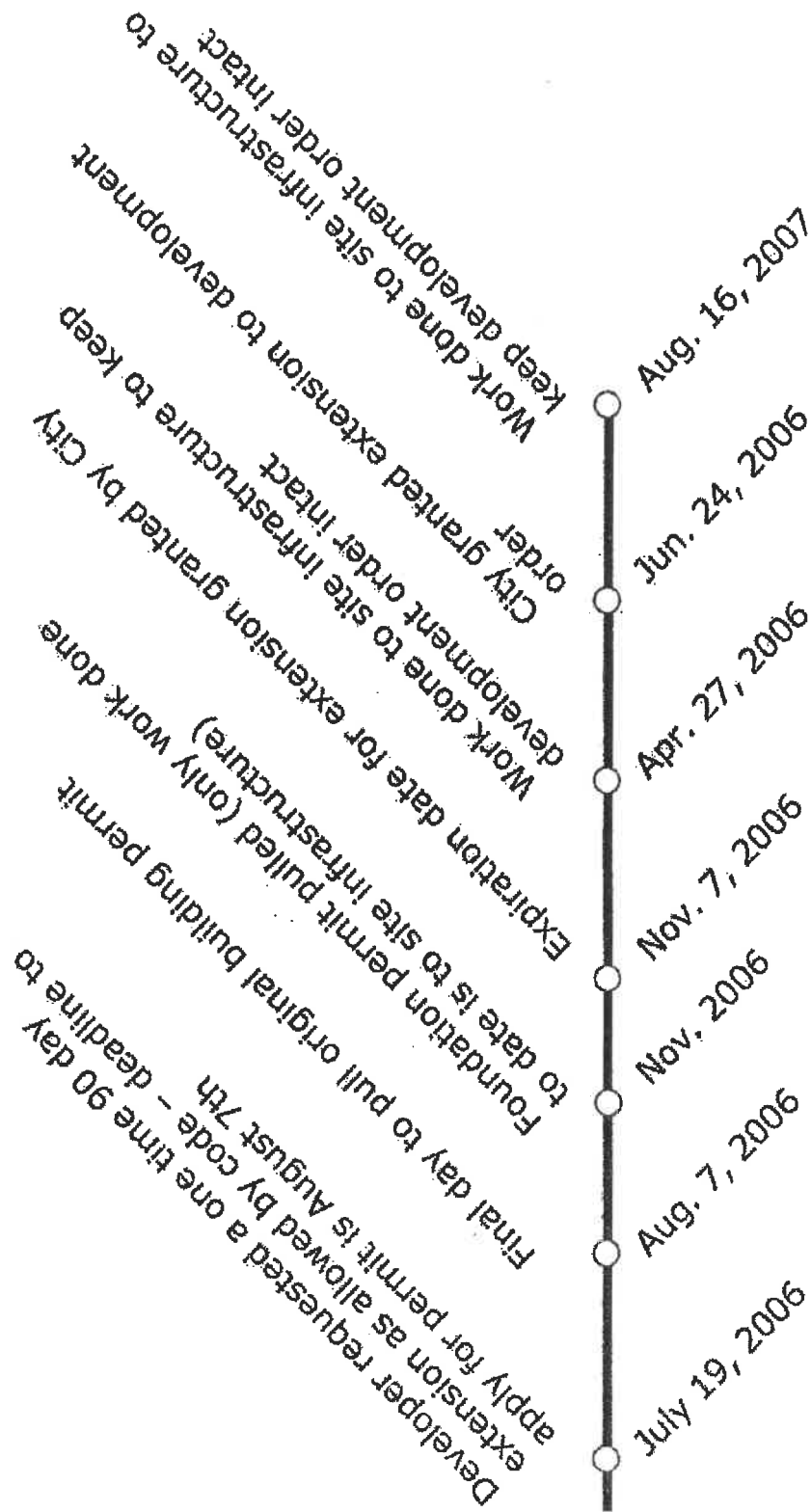
Development Order Timeline

day

EXHIBIT

2

Development Order Timeline



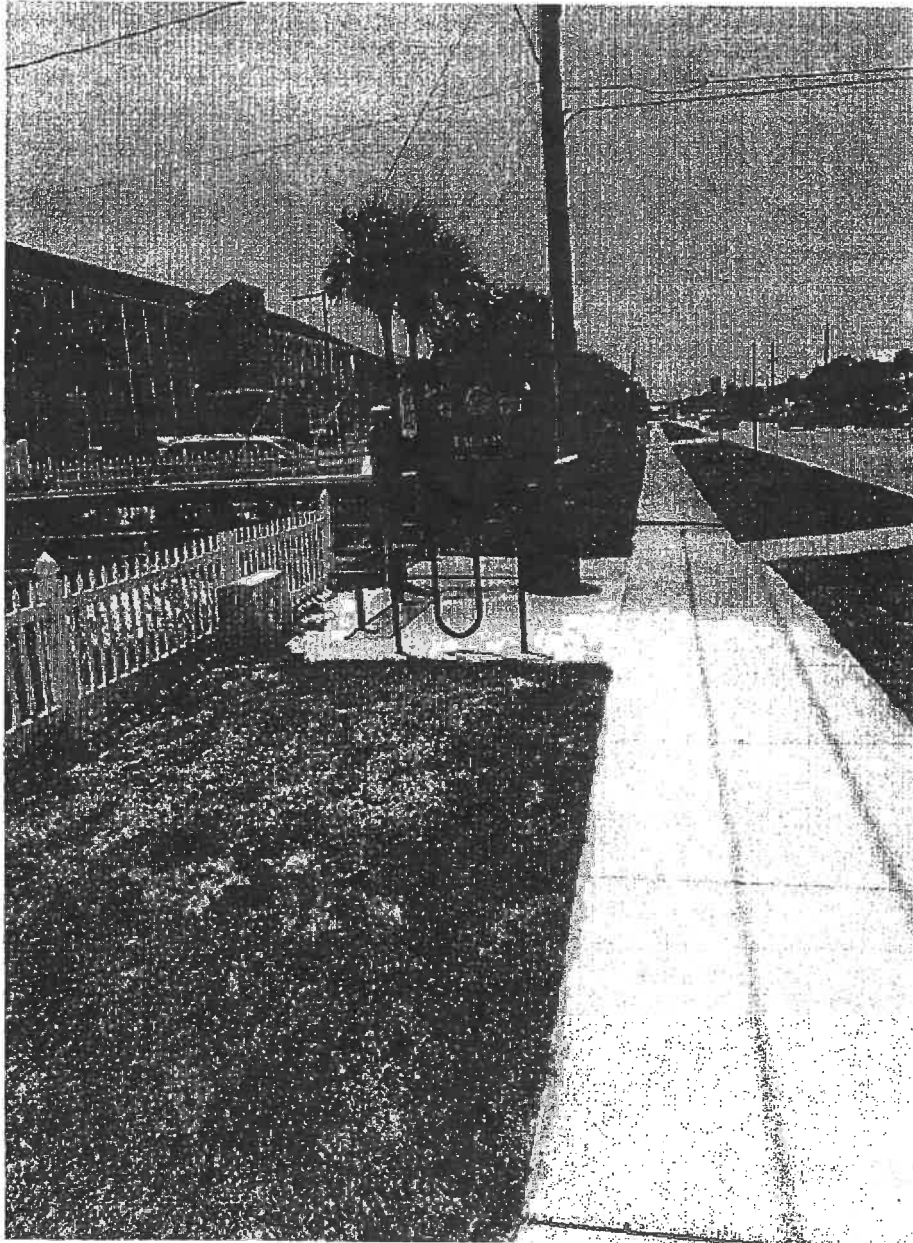
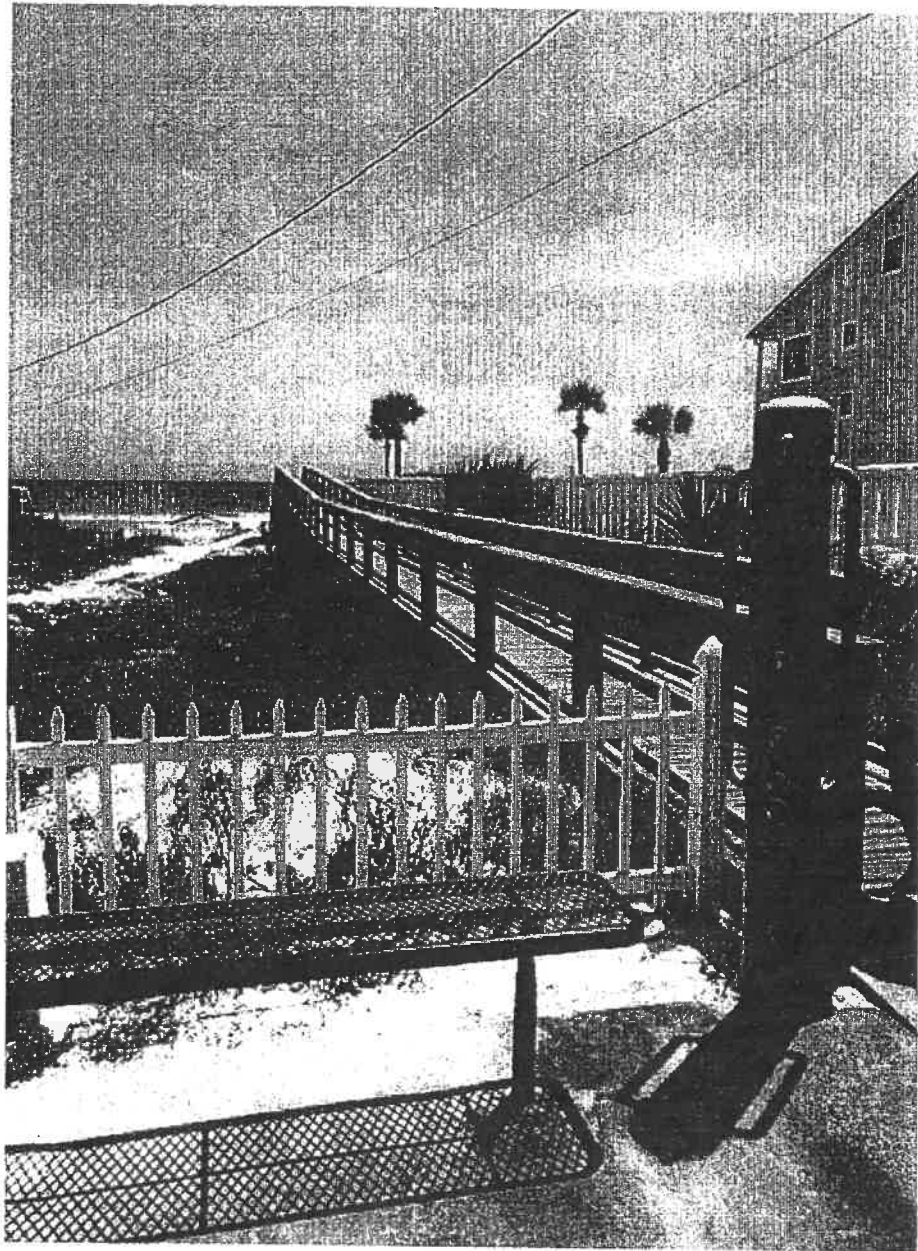


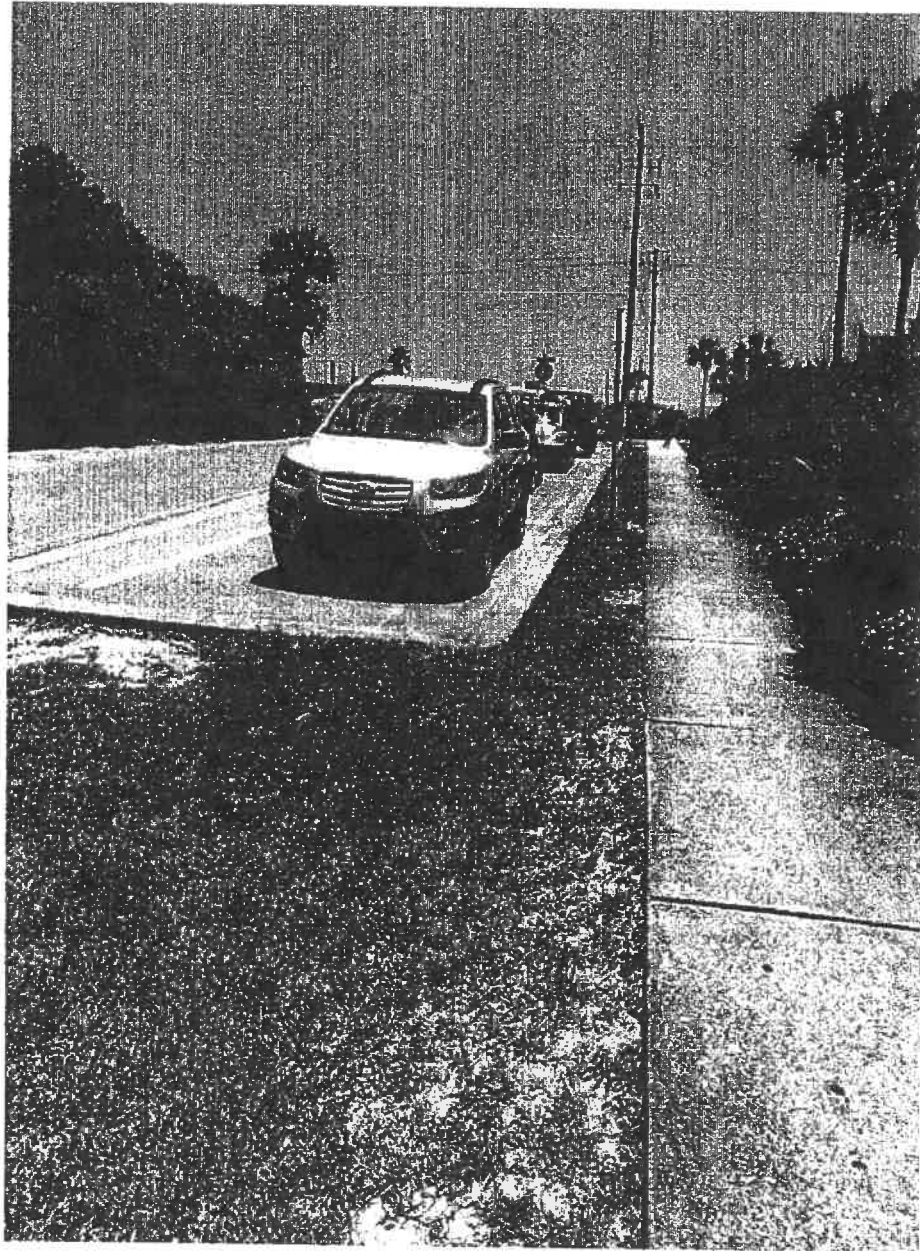
EXHIBIT
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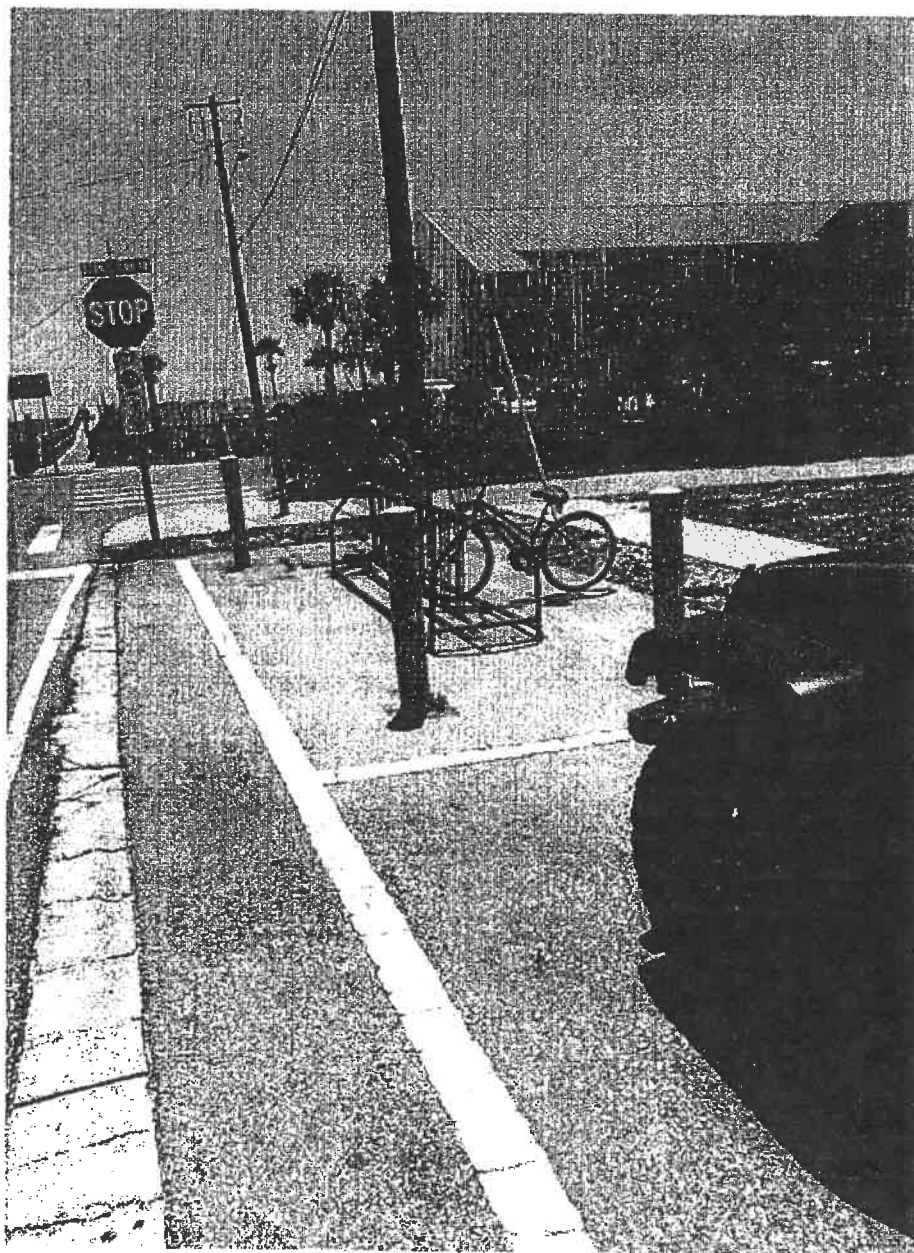


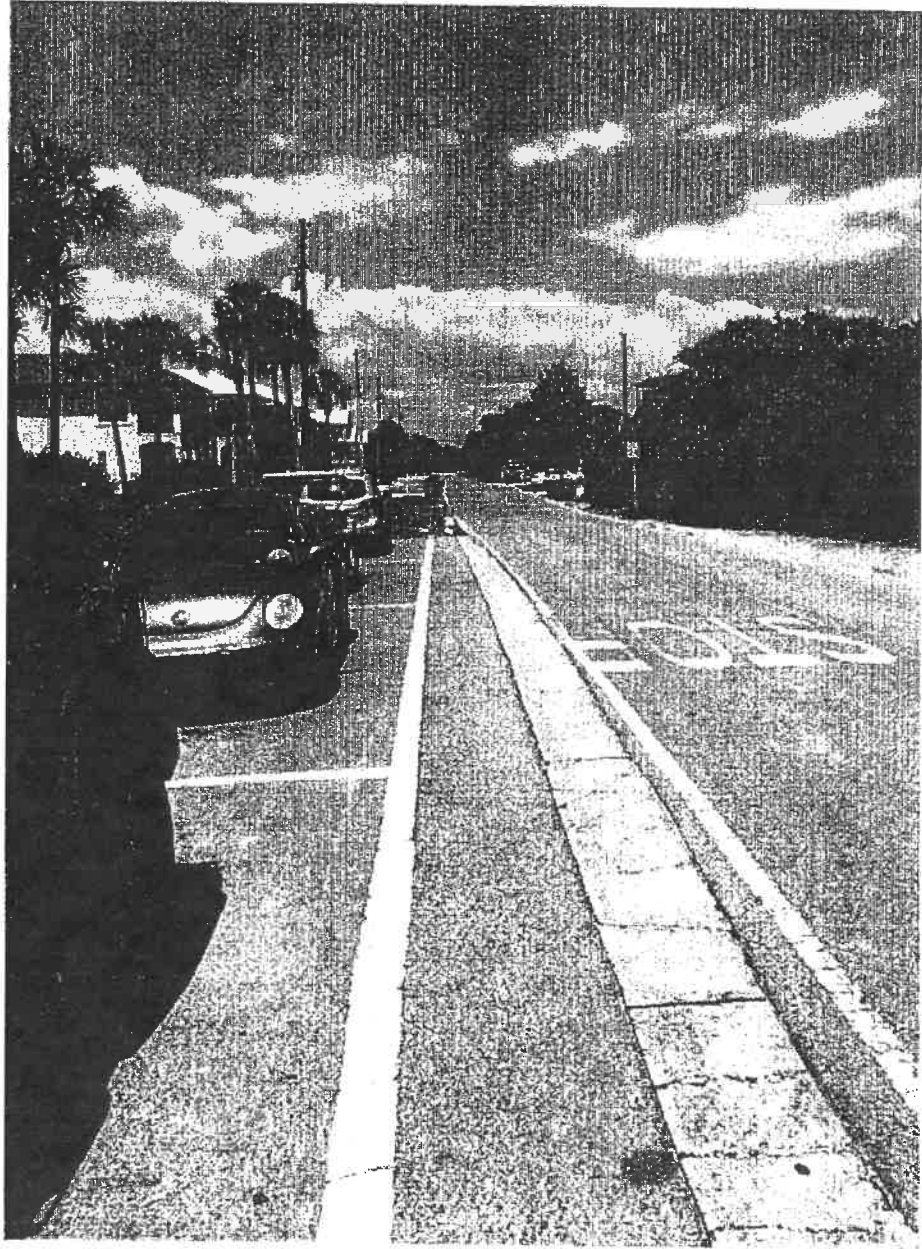




















CITY of DESTIN

4200 Two Trees Road • Destin, Florida 32541



www.cityofdestin.com

March 28, 2008

Order No. 08-13

Final Development Order:

**"CARETTA DUNES (pka BEACH CRYSTAL), 2nd AMENDMENT"
A TIER 3 MAJOR DEVIATION TO A PREVIOUSLY APPROVED
MAJOR DEVELOPMENT
(SP-08-04)**

Based upon the City Council's approval and the City's issuance of this Final Development Order on March 24, 2008, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

ISSUE:

Applicant: Moore Bass Consulting, Inc., on behalf of Traship Holding, A.G., (A Swiss Corporation) and H. Dieter Blasbichler.

Request: The applicant is requesting approval of a Tier 3 Major Deviation (2nd Amendment) to a previously approved Major Development identified as "Caretta Dunes (previously known as Beach Crystal)." The proposed development amendment is a modification to the overall master plan development. The following outlines the specific components of the modification:

- The proposed deviation seeks Tier 3 approval to allow an additional 1 story and 16 units. The maximum number of stories and height proposed is 5 stories, 60 feet.

Location: The proposed development is located south of Scenic Highway 98, between Tarpon Street and Sunfish Street, more specifically known as Property Appraiser's parcel I.D. numbers 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110, 00-2S-22-0580-000A-0120, and the east 40' of 00-2S-22-0390-0000-00CA.

Parcel Size: The total proposed site area is 5.99 acres, more or less.

Future Land Use: Crystal Beach Resort (CBR)

Zoning District: Crystal Beach Resort (CBR)

Density: Previous Development Order: Up to 12 dwelling units per acre
64 units approved for total site / 5.99 acres = 10 d.u./acre
Proposed Tier 3: Up to 24 dwelling units per acre (If Tier 3 approval granted.)
80 units proposed overall for total site / 5.99 = 13 d.u./acre

Intensity – Floor Area Ratio (FAR): Not applicable

2nd Amendment Application Date: December 21, 2007

TRC Date: January 16, 2008

Approved TRC Site Plan Date: February 19, 2008

City Council Date: February 25, 2008



DETERMINATIONS:

1. All the findings of the Technical Review Committee report dated February 19, 2008, are incorporated herein.

CONDITIONS OF APPROVAL FOR "CARETTA DUNES – 2nd AMENDMENT" A TIER 3 MAJOR DEVIATION TO A PREVIOUSLY APPROVED MAJOR DEVELOPMENT (SP-08-04):

- I. Pursuant to the City of Destin Land Development Code;

Construction of infrastructure has commenced as approved under the original final development order. This amendment to the original final development order does not alter the timeframes required to maintain construction activity on the site to ensure concurrency is maintained and so that the development order does not become null and void.

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations. (Article 2, Section 2.21.00)

2. If the applicant fully complies with the requirements of Condition No. 1 above, the concurrency capacity allocation status for "Caretta Dunes" will be protected. However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:

A. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.

3. The applicant must obtain City of Destin permits for the following activities on and off site (These may require appropriate bonding):

- A. Disturbance of the City's right-of-way (Note: Applicant must obtain the proper ROW permit(s) from the Engineering Department prior to issuance of building permits, unless otherwise exempted by the City Engineer.)
- B. Pavement cuts.
- C. Construction of any kind.
- D. Clearing, grubbing, or demolition.
- E. Paving, grading, drainage, sidewalks.
- F. Signage.
- G. Installation of utilities.
- H. Construction trailers.

4. **Conditions per Community Development Department:** Refer to pages 16 thru 18 of the attached TRC Report dated February 19, 2008.
5. **Conditions per Engineering Department:** Refer to pages 18 thru 20 of the attached TRC Report dated February 19, 2008.
6. **Conditions Per Destin Water Users, Inc.:** Refer to pages 11 and 12 of the attached TRC Report dated February 19, 2008.

TECHNICAL REVIEW COMMITTEE REPORT

"CARETTA DUNES (pka BEACH CRYSTAL), 2nd AMENDMENT" A TIER 3 MAJOR DEVIATION TO A PREVIOUSLY APPROVED MAJOR DEVELOPMENT (SP-08-04)

TRC Report: February 19, 2008

ISSUE:

Applicant: Moore Bass Consulting, Inc., on behalf of Traship Holding, A.G., (A Swiss Corporation) and H. Dieter Blasbichler.

Request: The applicant is requesting approval of a Tier 3 Major Deviation (2nd Amendment) to a previously approved Major Development identified as "Caretta Dunes (previously known as Beach Crystal)." The proposed development amendment is a modification to the overall master plan development. The following outlines the specific components of the modification:

- The proposed deviation seeks Tier 3 approval to allow an additional 1 story and 16 units. The maximum number of stories and height proposed is 5 stories, 60 feet.

Location: The proposed development is located south of Scenic Highway 98, between Tarpon Street and Sunfish Street, more specifically known as Property Appraiser's parcel I.D. numbers 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110, 00-2S-22-0580-000A-0120, and the east 40' of 00-2S-22-0390-0000-00CA.

Parcel Size: The total proposed site area is 5.99 acres, more or less.

Future Land Use: Crystal Beach Resort (CBR)

Zoning District: Crystal Beach Resort (CBR)

Density: Previous Development Order: Up to 12 dwelling units per acre
64 units approved for total site / 5.99 acres = 10 d.u./acre
Proposed Tier 3: Up to 24 dwelling units per acre (If Tier 3 approval granted.)
80 units proposed overall for total site / 5.99 = 13 d.u./acre

Intensity – Floor Area Ration (FAR): Not applicable

Application Date: December 21, 2007
TRC Date: January 16, 2008
Approved TRC Site Plan Date: February 19, 2008
City Council Date: February 25, 2008

DISCUSSION/FINDINGS:

Moore Bass Consulting, Inc., on behalf of Traship Holding, A.G., (A Swiss Corporation) and H. Dieter Blasbichler is requesting approval of a Tier 3 Major Deviation (2nd Amendment) to a previously approved Major Development identified as "Caretta Dunes (previously known as Beach Crystal)." The currently approved development is for a 4 story, 64-unit multifamily residential condominium complex, pool amenity area, a 5-foot public beach access easement, and the relocation of an existing 5-foot private beach access easement. The developer also agreed to design, obtain approval, and construct designated public beach access parking (estimated 5 or 6 parallel parking spaces) along the southwestern side of the Tarpon Street right-of-way (ROW). The proposed deviation seeks Tier 3 approval to allow an additional 1 story and 16 units. The proposed development is located south of Scenic Highway 98, between Tarpon Street and Sunfish Street, more specifically known as Property Appraiser's parcel I.D. numbers 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110, 00-2S-22-0580-000A-0120, and the east 40' of 00-2S-22-0390-0000-00CA. The total proposed site area is 5.99 acres, more or less.

The following again details the sequence of this development to this point:

- Final Development Order No. 05-21: The proposed development consists of constructing a 4 story, 64-unit multifamily residential condominium complex, which includes a pool amenity area, a 5-foot public beach access easement, and the relocation of an existing 5-foot private beach access easement.
- Final Amended Development Order (1st Amendment-Simple Deviation) No. 05-28: As a result of architectural plan changes, the site plan structural footprint was amended to reflect added gross floor area. The amount of added gross floor area is considered de-minimus.
- The proposed deviation seeks Tier 3 approval to allow an additional 1 story and 16 units. The maximum number of stories and height proposed is 5 stories, 60 feet.
- For the overall development, the applicant is representing to the City Council their findings for Tier 3 compliance with Article 7, Section 7.09.03 (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 1-6, Figures 6-20, and Exhibit "B" – Wind Assessment -- Refer to File SP-08-04). More specifically, the applicant shall prove the overall site is technically compliant and able to achieve additional height of 10 feet beyond the Tier 1 maximum of 50 feet, additional density to allow for 80 units, and no additional intensity by qualifying for the Tier 3 standards of Section 7.09.03.G and the public benefits if approved by the City Council.

The Technical Review Committee (TRC) has reviewed and approved the project with specific conditions as stated in applicable sections below. TRC approval determination is not inclusive of the Tier 3 public benefits (Article 7, Section 7.09.03.G.2), as that final determination lies with the City Council.

COMPREHENSIVE PLAN/ZONING:

The property currently has a Future Land Use designation of Crystal Beach Resort (CBR) and a Zoning designation of Crystal Beach Resort (CBR). The "Beach Crystal (Caretta Dunes)" short-term multi-family residential development is consistent with the CBR Future Land Use designation of the Comprehensive Plan and is a permitted principal use in the CBR Zoning District.

TIER 2 SUPPLEMENTAL DESIGN STANDARDS:

Comprehensive Plan: 2010 Policy 1-2.1.8 states that *"Height, intensity, and density bonus provisions are provided in the HDR, CMU, SHMU, NHMU, TCMU, GRMU, HIMU, and CBR Land Use Designations. These provisions shall be initiated to stimulate reinvestment in high standards of design through implementation of a tiered regulatory system that grants incentives for actions that are consistent with design criteria that cannot otherwise be mandated. The outcome shall result in high quality, innovative development that enhances site and building design, achieves land use compatibility, promotes non-motorized mobility, and provides the opportunity for achieving extraordinary public benefit."*

Section 7.09.03 of the Land Development Code contains supplemental design standards that shall be met in order to qualify for Tier 2 height, intensity, and density bonuses. These supplemental standards include:

- Design criteria
- Open space
- Setbacks
- Landscaping
- Pedestrian amenities
- Design initiatives that accommodate transit needs
- Pedestrian and/or vehicular access

Design criteria (Building footprint, Building mass, façade, and elevations, Roofline design, Roofscape design, and Other architectural features:

See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 1-3, Figures 13, 14, and 17 – 20. (See File: SP-08-04).

Open space:

Tiered Land Use System developments proposed in the CBR future land use designation shall provide an additional five percent open space in addition to the required minimum of 25 percent for a total of 30 percent. The applicant is proposing 65.2% open space. The proposed amount of open space, as defined in the Land Development Code, for this development is as follows:

Total sq. ft. of provided open space / sq. ft. of subject parcel/development area = % open space

170,166 sq. ft. / 260,924 sq. ft. (Development Area) = 65.2% open space provided

Setbacks & Buffers:

The following setbacks shall apply to developments proposed in the CBR zoning district.

PROPERTY LINE	REQUIRED SETBACK	PROVIDED
North (front)	• Ten (10) feet minimum and no maximum.	• 14 feet
West (side)	• Min 10 ft. for any portion of a building having a height of 35 ft. or less • Min 15 ft. for any portion of a building having a height above 35 ft. but below 50 ft. • Additional 2 ft. setback for each 10 ft. or fraction thereof exceeding 50 ft. in height	• Min. Required: 17 feet. • Provided: 29.33 feet
East (side)	• Min 10 ft. for any portion of a building having a height of 35 ft. or less • Min 15 ft. for any portion of a building having a height above 35 ft. but below 50 ft. • Additional 2 ft. setback for each 10 ft. or fraction thereof exceeding 50 ft. in height	• Min. Required: 17 feet. • Provided: 29.34 feet
South (rear)	• As established by FDEP	• Varies

The proposed amended development meets all of the required setbacks for a Tier 2 development located in the CBR zoning district.

Landscaping:

All Tier 3 developments shall meet the following landscaping requirements.

Tree Requirements:

All required trees shall be a minimum of twelve (12) feet in height and have a three and one-half (3½) caliper at the time of planting. For those properties lying south of Harbor Boulevard and Emerald Coast Parkway palm trees cannot comprise more than 80 percent of the total number of all required trees. The number of required trees shall be increased by 20 percent above the minimum requirements for trees set forth in LDC Section 12.04.04. Trees having an average mature spread of crown less than 20 feet shall be arranged in groupings so as to create the equivalent of a 20-foot crown spread.

WARNING: A Certificate of Occupancy will not be issued until the required landscape material per the approved landscape plan has been inspected and approved by the Community Development Department.

The tree requirements for this development have been calculated as follows:

Credits for Existing Trees (2" to 6" diameter) on Site (0 trees x 2 credits per tree):	0
Credits for Existing Trees (7" to 12" diameter) on Site (0 trees x 3 credits per tree):	0
Credits for Existing Trees (13" to 19" diameter) on Site (0 trees x 4 credits per tree):	0
Credits for Existing Trees (20" or 24" diameter) on Site (0 tree x 5 credits per tree):	0
Total Reforestation Credits for Existing, Protected, or Preserved Trees:	0
 Reforestation Trees (1 per every .10 of an acre: $5.99 \times 10 = 60$) Required on Site:	 60
 Total Reforestation Credits:	 0
Total Reforestation Trees Required on Site:	60

Total Reforestation Trees (1 per every .10 of an acre minus credits) Required on Site:	60
Front Perimeter Trees (1 per 25') Required on Site:	28
Replacement Trees (removal of trees over 12" d.b.h.) Required on Site:	0
Parking Lot Trees (1 per end row and landscape island) Required on Site:	6
Vegetative Buffer Trees, if applicable, Required on Site:	N/A
Trees Required on Site per LDC Section 12.04.04:	<u>94</u>
20 percent increase for Tier 2 Development (0.20 x 94 required trees = 18.8)	112.8
TOTAL TREES REQUIRED:	<u>113</u>
TOTAL TREES PROVIDED:	<u>162</u>
TOTAL TREES (Sabal Palm Reduction and a min. 12' tall) PROVIDED:	114

Shrub requirements:

All shrubs shall be sized in accordance to the following specifications: one-third shall be a minimum of 36 inches in height at the time of planting; one-third shall be a minimum of 18 inches in height at the time of planting; and one-third shall be ground cover plantings of a one gallon size. The number of required shrubs shall be increased by 20 percent above the minimum requirements for shrubs set forth in LDC Section 12.04.04.

Pedestrian amenities:

All Tier 2 developments "shall provide gathering/sitting areas that at a minimum include the following decorative pedestrian amenities: benches, waste containers, planters, and pedestrian lighting fixtures. Other types of pedestrian amenities may be incorporated and include: decorative water fountains, sculptures, drinking fountains, phone booths and bicycle racks." [LDC, §7.09.03].

The proposed development provides a pedestrian amenities component, which incorporates a gathering/sitting plaza area at the center of the development adjacent to the right-of-way, pedestrian walkways, and pedestrian amenities along Scenic Highway 98. Included in these areas are benches, waste containers, planters, landscaping, and lighting. (See TRC Report Exhibit "A" – Figures 10, 11, Sheet C4.0, and Sheets L-501-503 - See File: SP-08-04).

Design initiatives that accommodate transit needs:

"All developments located within a one-quarter mile radius of a transit stop shall contribute to the success of the transit system through contributions toward amenities and the creation of a safe and inviting pedestrian and transit atmosphere at all transit stop locations..." "Provision of additional transit infrastructure elements (e.g., transit shelter, street furniture, transit signs, contribution towards the transit operating fund, etc.) may be used as a multi-modal transportation mitigation measure for developments." [LDC, §7.09.03].

An unimproved transit stop is located within one-quarter mile west of the development at the intersection of Pompano Street and Scenic Highway 98. An unobstructed path is provided to the unimproved transit stop via the City's sidewalk along Scenic Highway 98. The applicant is committed to improving the existing transit stop to meet all adopted transit design standards and to upgrade the unobstructed path/sidewalk to 10 feet wide to be in compliance with the Crystal Beach Multimodal District requirements.

Condition: Prior to the issuance of the first Certificate of Occupancy, the transit stop and pedestrian connection shall be properly designed in accordance with MMTD requirements and the cost to construct shall be paid to the City to construct the facility at a future date.

Pedestrian and/or vehicular access:

This requirement is only applicable for those properties located within the South Harbor Mixed Use (SHMU) zoning district.

TIER 3 STANDARDS:

See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 1-6, Figures 6-20, and Exhibit "B" – Wind Assessment for details on the applicant's intent to adhere to the Tier 3 standards (See File: SP-08-04).

Article 7, Section 7.09.03.G.2 of the Land Development Code, requires the applicant to present and "bear the burden of demonstrating that the specific character, design, and investment commitment is a significant public benefit. The City retains the decision making power to determine whether the specific private investment, including the project amenities, together with the public benefits, are commensurate with the increment of increased height, density or intensity that the applicant seeks."

In order for the project to be approved, the City Council must be satisfied the applicant has provided all of the following:

1. **Dedicate \$2.00 per square foot of floor area developed into a dedicated "affordable workforce housing fund."** (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 5 and 6 and Figure 12 - See File: SP-08-04)
2. **The relocation and conversion of above ground utilities to below ground locations.** (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 5 and 6 and Figure 12 - See File: SP-08-04)
3. **Construct open space malls and arcades serving as gathering places of the general public.** (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 5 and 6 and Figure 12 - See File: SP-08-04)
4. **Create and/or reinforce a pedestrian friendly transit system.** (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 5 and 6 and Figure 12 - See File: SP-08-04)

And at least one of the following:

1. **Beach access improvements.** (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 5 and 6 and Figure 12 - See File: SP-08-04)
2. **Off-site public parking garage.** Not applicable.
3. **Preserve significant view of the gulf, harbor, or bay.** Applicant has chosen not to pursue this benefit.
4. **Provide significant improvements to public infrastructure (private investment in off-site infrastructure improvements).** (See Exhibit "A": Tier III Findings of Fact "Beach Crystal (Caretta Dunes) Condominium" dated January 24, 2008, pages 5 and 6 and Figure 12 - See File: SP-08-04)

The City Council has final authority to determine whether the applicant has satisfied the Tier 3 public benefits as described in Article 7, Section 7.09.03.G.2 of the Land Development Code.

CONCURRENCY MANAGEMENT:

Concurrency requirements have been met:

Solid Waste: **YES, approved. (Exhibit "C" - See File: SP-08-04)**

Potable Water: **YES, approved. (Exhibit "D" - See File: SP-08-04)**

Sanitary Sewer: **YES, approved. (Exhibit "E" - See File: SP-08-04)**

Traffic: **YES, approved. (Exhibit "F" - See File: SP-08-04)**

Stormwater Management: **YES, approved. (Exhibit "G" - See File: SP-08-04)**

TRANSPORTATION ANALYSIS:

According to the transportation/traffic concurrency review conducted by the City's Transportation Manager, currently represented by Renaissance Planning Group (RPG), Inc., and approved on February 18, 2008, the proposed development will not degrade the level of service of those major transportation modes and facilities in the City of Destin and complies with the goals, objectives, and policies of the multimodal transportation district as found in the City's Comprehensive Plan: 2010.

As a requirements of the City's multimodal transportation district, as adopted in Comprehensive Plan: 2010, the City's Transportation Manager has reviewed and approved the applicant's traffic impact analysis dated January 24, 2008 (Exhibit "F" - See File: SP-08-04).

SUBDIVISION OR PUD - PLAT:

The proposed development will be a multi-family residential use under condominium ownership and thus Condominium Documents are necessary. In lieu of providing draft Condominium Documents at this time, the applicant has provided a Condominium Affidavit, dated March 3, 2005, (See Exhibit "H" - See File: SP-08-04).

Condition: Prior to the issuance of a Certificate of Occupancy, the condominium documents, which incorporate the unification of property, must be reviewed, approved by City Staff, and properly recorded as stated within the Condominium Affidavit.

WHITE SANDS ZONE:

The project property is located in White Sand Zone I.

PHASING:

The proposed development will not be a phased development.

AIRPORT PROTECTION:

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

SIGNS:

No overall sign approval is part of this application. All future signs must comply with the applicable section of the Destin Land Development Code in effect at the time a sign application is submitted.

UTILITIES:

Underground utilities/service (existing and proposed) are required. The project shall be compliant with the Tier 3 requirements for underground utilities.

Condition: Prior to the issuance of any Certificate of Occupancy, the applicant shall locate all above-ground utilities on the property and within the adjacent right-of-way to below ground.

COX COMMUNICATIONS:

Cox Communications did not attend the TRC meeting nor did they provide documentation for this project. They approve the project by failing to attend or provide documentation.

DESTIN FIRE CONTROL DISTRICT:

The Destin Fire Control District approved the project in a letter dated January 16, 2008.

GULF POWER:

Gulf Power approved the project in a letter dated January 16, 2008.

OKALOOSA GAS:

Okaloosa Gas approved the project in a letter dated January 16, 2008.

EMBARQ:

EMBARQ approved the project in a letter dated January 8, 2008.

CITY OF DESTIN BUILDING OFFICIAL:

Building Official's office provided preliminary technical comments to the applicant, which shall be addressed and/or readdressed during the building permit review process. A full set of construction plans, specification, and related documents for the development must be submitted to the Building Department for review and approval before any building permits will be issued.

WATER/SEWER PROVIDER:

Destin Water Users, Inc. approved the project in a letter dated January 29, 2008, with the following conditions:

1. **Condition:** All revisions to the water and/or sewer utilities of any previously approved project must be re-approved by Destin Water Users, Inc. in writing at least 24 hours prior to implementation.

2. **Condition:** Field verified and scaled "as-built" plans including all utility infrastructures must be submitted to the City of Destin and forwarded to Destin Water Users, Inc. for final inspection by Destin Water Users, Inc. A written approval shall then be submitted to the City of Destin prior to issuance of Certificate of Occupancy by the City of Destin if there are no outstanding issues.

ENGINEERING DEPARTMENT:

The City of Destin Engineering Department approved the project with conditions in a letter dated February 14, 2008. Conditions are provided on pages 15 and 16.

STORMWATER MANAGEMENT:

The stormwater management plan was found acceptable and approved with conditions on January 25, 2008.

COASTAL MANAGEMENT AND CONSERVATION:

As required from the original development order, the proposed project is located within the VE16 special flood hazard area per the FEMA Flood Insurance Rate Maps. A certified statement from a licensed architect has been provided and is on file, dated February 1, 2005, indicating the proposed development will be designed and constructed in compliance with the Federal Emergency Management Agency (FEMA)/National Flood Insurance Program (NFIP) standards and the requirements set forth within the City of Destin Land Development Code, Article 11, Section 11.04.00.

INGRESS/EGRESS:

Ingress and egress to the proposed project is provided by a two-way access point at the western end of the project and a right-in/right-out only access point at the eastern end of the project, which both access the Scenic Highway 98 ROW. The redevelopment of the properties will reduce the number of access points from six to two.

PARKING:

The development is currently approved and required to provide 144 parking spaces (64 units x 2.25 parking spaces per unit = 144 spaces) based on the uses and the requirements applicable to the existing development order. The applicant has agreed that since the multimodal transportation district ordinance has yet to be adopted by the City Council, they will adhere to all parking requirements as drafted and once fully adopted. (See TRC Report Exhibit "A" – Sheet C4.0- See File: SP-08-04)

Per Original Development Order:

Dwelling, Multi-family (4 stories or less): 2.25 parking spaces per unit

$$2.25 \times 64 \text{ units} = 144 \text{ parking spaces}$$

Per existing Land Development Code:

Dwelling, Multi-family (long-term and short-term): 3 bedrooms or more – 2.5 spaces per unit

80 (3 & 4 bedroom units) x 2.5 = 200
TOTAL: 200 spaces

Per DRAFT MMTD Ordinance:

Dwelling, Multi-family (short-term ONLY): 2-3 bedrooms – 2 spaces per unit
4 bedrooms or more – 2.5 spaces per unit
Bicycle: 10% of Total Vehicle Parking

60 (3 bedroom units) x 2 = 120
20 (4 bedroom units) x 2.5 = 50
TOTAL: 170 spaces
Bicycle TOTAL: 17 bicycle spaces

TOTAL Required (Existing LDC): 200 vehicle spaces

TOTAL Required (Proposed MMTD Ord.): 170 vehicle spaces and 17 bicycle spaces

TOTAL Proposed: 203 vehicle spaces and 28 bicycle spaces

Note: Double stacked parking shall be allowed for multi-family residential developments provided the parking spaces are specifically assigned to a particular unit. Specific language shall be provided within the Condominium Documents addressing parking space assignments.

LOADING SPACE (ZONE):

The project meets or exceeds the loading space requirement of the Destin Land Development Code as indicated on the approved plans and is as follows:

TOTAL REQUIRED: 3 loading spaces

TOTAL PROVIDED: 3 loading spaces

REFUSE COLLECTION:

Refuse collection is to be provided by dumpster service. All proposed dumpsters must be screened by a gated opaque enclosure at least six feet tall. The gates shall remain closed at all times except for when waste management services are collecting refuse from the site. If necessary, a sign shall be posted on the gates requiring the gates remain closed when not in service.

SIDEWALKS/PEDESTRIAN CONNECTIVITY:

10' wide public sidewalks, interior pedestrian accessways, and appropriate crosswalk striping shall be provided as indicated on the site plan (Exhibit "A" – Sheet C4.0- See File: SP-08-04). In addition to the required sidewalks and interior pedestrian connectivity, the developer will be vacating and relocating an existing private easement (See Exhibit "A" – Sheet C4.0- See File: SP-08-04) to the eastern side of the project for beach access and will also be providing a new 5' public access easement and pedestrian amenities to the beach (See Exhibit "A" – Sheet C4.0- See File: SP-08-04) along the western property line. Note: because the City of Destin has not previously recognized, improved nor maintained a public beach access across the property, the City has no basis on which to claim that a public beach access easement previously existed across the property.

IMPACT FEES:

The following impact fee amounts may be subject to change and are applicable to those land uses added to the overall master development. Final impact fee amounts will be determinant upon the number of units and gross floor area receiving a certificate of occupancy (C.O.) or certificate of completion (C.C.). Final impact fee amounts will also be determinant whether exemption or credits are applicable and reevaluated at the time a C.O. or C.C. is requested. Any claims for exemption or credits must be made no later than the time a C.O. or C.C. is requested. Refer to Article 19 of the Destin Land Development Code for specifics regarding impact fees.

The land uses identified below are from the "Fee Schedule" tables found in Article 19 of the Land Development Code and are those deemed most closely related to the land uses proposed in this development. The fee payer has the option of paying the fees identified below for the identified land use or they shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a C.O. or C.C. is sought. The determination made by the City Manager may be appealed to the City Council by filing a written request with the City Manager within 10 days of the City Manager's determination. We advise the applicant to submit any independent fee calculation study as soon as possible for a determination. Refer to Article 19 of the Destin Land Development Code for specifics regarding impact fees. The owner/applicant must pay the final impact fee amounts prior to the issuance of a C.O. or C.C.:

Parks: The park fees were calculated using the "Multi-family = \$113.03 per unit" amount.

Existing Land Use(s):

Hotel/Motel: $\$50.46 \times 52 \text{ units} = \$2,623.92$
Multifamily Dwellings: $\$113.03 \times 4 \text{ units} = \452.12
Single-family Dwellings: $\$159.99 \times 2 \text{ units} = \319.98
Subtotal: $\$3,396.02$

Multi-family:

$\$113.03 \times 80 \text{ units} = \$9,042.40$

Park Impact Fee Net Positive Difference: $\$9,042.40 - \$3,396.02 = \$5,646.38$

Public Library: The public library fees were calculated using the "Multi-family = \$76.19 per unit" amount.

Existing Land Use(s):

Hotel/Motel: $\$0.00 \times 52 \text{ units} = \0.00
Multifamily Dwellings: $\$76.19 \times 4 \text{ units} = \304.76
Single-family Dwellings: $\$107.84 \times 2 \text{ units} = \215.68
Subtotal: $\$520.44$

Multi-family:

$\$76.19 \times 80 \text{ units} = \$6,095.20$

Public Library Impact Fee Net Positive Difference: $\$6,095.20 - \$520.44 = \$5,574.76$

Police Protection: The police protection impact fees were calculated using the "Multi-family = \$14.50 per unit."

Existing Land Use(s):

Hotel/Motel: \$13.07 x 52 units = \$679.64
Multifamily Dwellings: \$14.50 x 4 units = \$58.00
Single-family Dwellings: \$20.53 x 2 units = \$41.06
Subtotal: \$778.70

Multi-family:

\$14.50 x 80 units = \$1,160.00

Police Protection Impact Fee Net Positive Difference: \$1,160.00 - \$778.70 = **\$381.30**

Road: The road impact fees were calculated using the "Multi-family = \$577.00 per unit."

Existing Land Use(s):

Hotel/Motel: \$1,365.00 x 52 units = \$70,980.00
Multifamily Dwellings: \$577.00 x 4 units = \$2,308.00
Single-family Dwellings: \$471.00 x 2 units = \$942.00
Subtotal: \$74,230.00

Multi-family:

\$577.00 x 80 units = \$46,160.00

Road Impact Fee Net Positive Difference: \$46,160.00 - \$74,230.00 = **\$-28,070.00 or \$0.00**

Totals:

Parks:	=	\$5,646.38
Public Library:	=	\$5,574.76
Police Protection:	=	\$381.30
<u>Roads:</u>	=	\$0.00
TOTAL:	=	\$11,602.44

OTHER FEES:

The fees listed below are subject to change and are based on the most recent information available (February 8, 2008). The fees must be paid by the applicant as part of the cost recovery associated with the proposed project:

City Traffic Consultant:	TBD
City Surveyor:	N/A
Re-Review Fees (Community Dev.)	\$500.00
Re-Review Fees (Engineering)	\$300.00
Administrative Costs:	TBD
<u>City Council Advertising:</u>	<u>TBD</u>
TOTAL (2/08/08) =	\$TBD

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT

FDEP stormwater and NPDES approvals shall be forwarded to the city engineer's office for stamp received and then forwarded to the Community Development Department.

COMMENTS/NOTES/CONDITIONS:

Public Input:

An email in opposition was submitted from the public to the City Council and Mayor. Following standard procedures, this email will be provided to the City Council and Mayor at the hearing. This email was presented to staff at the time of this report being finalized.

Per Community Development Department:

1. All comments, notes, and conditions, as applicable or otherwise amended, from Final Development Order No. 05-21 and No. 05-28 shall remain in effect.
2. **Condition:** Prior to the installation, lighting, benches, drinking fountains, trash containers, planters and other hardscape items shall be incorporated into the design of the Scenic Highway 98 right-of-way improvements and as per the standards and specifications approved and adopted by the City.
3. **Condition:** Prior to the issuance of the first Certificate of Occupancy, both the private and public beach accesses shall be constructed and functional as per the approved plans.
4. **Condition:** Prior to the issuance of the first Certificate of Occupancy, the transit stop and pedestrian connection shall be properly designed in accordance with MMTD requirements and the cost to construct shall be paid to the City to construct the facility at a future date.
5. **Condition:** Prior to the issuance of a Certificate of Occupancy, the condominium documents, which incorporate the unification of property, must be reviewed, approved by City Staff, and properly recorded as stated within the Condominium Affidavit.
6. **Note:** Double stacked parking shall be allowed for multi-family residential developments provided the parking spaces are specifically assigned to a particular unit. Specific language shall be provided within the Condominium Documents addressing parking space assignments.
7. **Condition:** Prior to the issuance of any Certificate of Occupancy, the applicant shall locate all above-ground utilities on the property and within the adjacent right-of-way to below ground.
8. **Condition:** Prior to the issuance of any further City permits, all necessary easements applicable for this site and development shall be submitted, reviewed, approved and recorded in the public record.
9. **Condition:** All non-construction related dumpsters, trashcans and recycling bins shall be placed in solid waste collection areas and shall be shielded from the view of adjacent properties. *Ref. LDC Section 7.09.02(B)(3).*

10. **Condition:** Outdoor mechanical equipment, such as heating, air conditioning, and ventilation systems, must be placed on the roof, in the rear or to the side of the building, or otherwise visually screened. In no case shall mechanical equipment be located between the principal structure and the front property line or any property line facing a right-of-way. All mechanical equipment located on the roof shall not be visible from adjacent properties or rights-of-way from heights equal to or less than the equipment. All mechanical equipment located in the rear or to the side of the building shall be enclosed by opaque fence, wall or hedge a minimum of six (6) feet in height or to the highest point of the equipment, whichever is lower. For air conditioning or other equipment requiring airflow, a lattice screen of at least 50 percent opacity shall be sufficient to meet this requirement.
11. **Condition:** Prior to installation, all outdoor lighting must be inspected and approved by the Community Development Department. The lighting plan which shall be submitted prior to the issuance of any city permit must provide specifications for the proposed outdoor lighting, including photometrics. All lighting must be shielded downward and away from adjacent properties in order to avoid spill-over and illumination into the night sky.
12. **Note:** Signage, if installed, must be approved by the Community Development Department. All signage shall require the issuance of city permit. All signage shall meet the requirements set forth in Article 16 of the City's Land Development Code.
13. **Note:** Each handicap accessible parking space must be prominently outlined with blue paint, and must be posted with a permanent above-grade sign bearing the international symbol of accessibility and containing the caption "PARKING BY DISABLED PERMIT ONLY." Such sign shall also indicate the penalty for illegal use of the space, which shall be a minimum fine of \$250.
14. **Note:** Curb ramps complying with Section 11-4.7 of the Florida Accessibility Code shall be provided wherever an accessible route crosses a curb.
15. **Condition:** Prior to Certificate of Occupancy, assigned address numbers for principal buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts. *Ref. LDC Section 7.18.04.*
16. **Note:** The slab for all structures shall be constructed a minimum of 12 inches above the crown of the nearest street, except where topography will provide adequate drainage as certified by a professional engineer registered in the State of Florida. *Ref. LDC Section 10.03.02(A)(5).*
17. **Condition:** Prior to the issuance of a Certificate of Completion/Occupancy, the landscaping and any outdoor lighting, if installed, must be inspected and approved by the Community Development Department.
18. **Condition:** Prior to obtaining a Certificate of Occupancy, the Stormwater Operation/Maintenance Plan (SWOMP) shall be acknowledged and signed by the Owner.

19. **Condition:** Prior to obtaining any City permit, a copy of the FDEP stormwater and a NPDES Stormwater Construction Generic Permit (if applicable) approval shall be forwarded to the City Engineer's office and then forwarded to the Community Development Department.
20. **Note:** If groundwater is observed standing in the storm structures, the SWMP shall be considered in non-compliance and a revised stormwater plan shall be resubmitted for review and approval.
21. **Note:** Please abide by the general guidelines set forth in the FDEP's "Florida Development Manual: A Guide to Sound Land and Water Management," particularly those guidelines set forth for the construction and maintenance of exfiltration trenches.
22. **Condition:** All perforated piping and exfiltration beds shall be inspected and approved by the Engineer of Record and the City of Destin prior to backfilling. Prior to inspection by the City, the Engineer of Record shall submit an inspection report that certifies the compliance.
23. **Note:** The Engineer of Record is cautioned to review the construction documents as submitted to assure thorough information is provided to allow proper construction. All stormwater management facilities shall be required to be constructed per the Codes of the City of Destin.

Per Engineering Department:

1. **Condition:** Prior to obtaining any City permits, obtain a City of Destin Right-of-Way Construction Permit from the City Engineering Department.
2. **Condition:** All new street pavement shall be subject to the testing requirements outlined in the Destin LDC and shall follow all procedures for permanent acceptance by the City.
3. **Condition:** Refer to LDC Article 8.03.06. *Clear visibility triangle*. In order to provide a clear view of intersecting streets to motorists, there shall be a triangular area of clear visibility formed by two intersecting streets. The following standards shall be met:
 - a. Nothing shall be erected, placed, parked, planted or allowed to grow in such a manner as to materially impede vision between a height of two feet and ten feet above the grade, measured at the centerline of the intersection, except those signs or devices approved pursuant to section 16.01.00 of this Code. Note: The applicant is reminded that building setbacks must be observed so as to preserve clear visibility at intersections.
 - b. The clear visibility triangle shall be formed by connecting a point on each street centerline with such point to be located at a distance determined by the building setback requirements associated with the property and the zoning district within which the property is located. That is, the visibility distances shall be those established by the setback requirements within the city's zoning ordinance. Note: The visibility triangle shall be in accordance with the "Technical Construction Standards Manual," included in this Code, and the Florida Department of Transportation Standards Index.

4. **Condition:** Refer to LDC Article 8.01.00.B.2. Screening vegetation shall not be placed within five feet and maintain a minimum foliage clearance of three feet from any utility structure(s) including but not limited to water meters, valves, electrical/communication panels or poles, and shall not be placed around any water hydrant that could be used for fire protection.
5. **Condition:** Refer to LDC Article 8.01.00.C. Sidewalks, recreational trails, and bicycle ways shall be permissible in ROWs:
 - a. Landscaping located on abutting properties to sidewalks, recreational trails, and bicycle ways shall not create a safety hazard, and shall be trimmed or pruned to allow full width plus one foot on each side of the sidewalks, recreational trails, and bicycle ways, and the minimum vertical height of ten feet above grade, is clear.
 - b. Trees or shrubs shall not be planted within five feet from all streets or sidewalks, recreational trails, and bicycle ways.
6. **Condition:** Contractor shall not be allowed to utilize ANY public right-of-ways for any loading/unloading, staging or storage of construction materials, equipment or vehicles or unauthorized construction. **Failure to comply with this requirement may void your city right-of-way construction permit until the violation is corrected. Voided permits must be reapplied for and application fees shall be assessed**
7. **Condition:** Reconstruct any broken sidewalk from joint to joint, across the entire right-of-way frontages as needed.
8. **Condition:** Sidewalk area crossing the drive access shall meet ADA flatness & slope requirements,
9. **Condition:** Maintain close communication with the City Engineering office throughout construction within the ROW.
10. **Condition:** Roadside swale shall meet proper elevation and grades after all landscaping is installed and landscaping shall not reduce retention volumes of the roadside swales.
11. **Condition:** Roadside parking on Tarpon Street design is acceptable in this submittal.

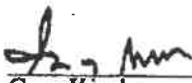
Erosion Control & Wetlands Comments

1. **Condition:** Provide FDEP NPDES permit approval and provide copy of the SWPPP.
2. **Condition:** Provide a 24 hour contact person's phone number; that person shall have demonstrated ability in maintenance of erosion control measures.
3. **Condition:** Areas not being worked for 30 days or more shall be vegetated
4. **Condition:** All bare ground, stripped of vegetation during the clearing/grading process, shall be covered to the maximum extent practicable.

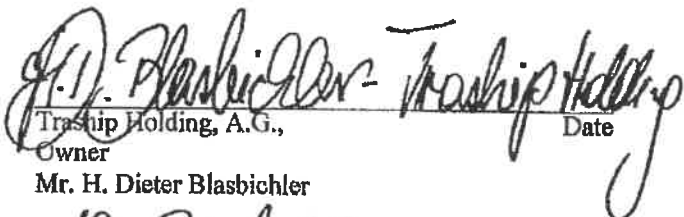
5. **Condition:** Additional techniques to reduce soil tracking off of a site and onto a roadway such as wheel washing stations may be required.
6. **Condition:** Any sediment that is tracked onto road pavement shall be removed immediately (prior to the end of the work day) by sweeping. The sediment collected by sweeping shall be removed from the roadway and stabilized on-site.
7. **Condition:** Any liquid storage of petroleum, paint or any other hazardous material on site shall be a minimum of 75' from any environmentally sensitive area
8. **Condition:** Dust Control is required on all areas of development or redevelopment activities.
9. **Condition:** A copy of all Federal, State and city permits (as applicable) shall be posted in a clearly visible location on the project site.
10. **Condition:** Any off-site catch basins, curb inlets or swale that required protection shall be cleaned.

Per Destin Water Users, Inc.:

1. **Condition:** All revisions to the water and/or sewer utilities of any previously approved project must be re-approved by Destin Water Users, Inc. in writing at least 24 hours prior to implementation.
2. **Condition:** Field verified and scaled "as-built" plans including all utility infrastructures must be submitted to the City of Destin and forwarded to Destin Water Users, Inc. for final inspection by Destin Water Users, Inc. A written approval shall then be submitted to the City of Destin prior to issuance of Certificate of Occupancy by the City of Destin if there are no outstanding issues.


 Greg Kisela
 City Manager

3/28/08
 Date


 Traship Holding, A.G.,
 Owner

4-3-08
 Date


 Mr. H. Dieter Blasbichler
 Owner

4-3-08
 Date

Estimated Cost to Developer for Public Benefits

1. \$2.00 per sf for affordable workforce housing does not include Parking Level SF	257,300 GSF x \$2.00	\$514,600.00
2. Engineering, Survey, Topo and design off site parking Construct off site parking		\$8,500.00 \$45,000.00
3. Easement for Public Beach Access (5ft wide)		\$350,000.00
4. Construct Public Boardwalk (5ft wide)	\$50.00 per sf x 198ft	\$49,500.00
5. Convert utilities to run underground (Allowance)		\$700,000.00
6. Creating the streetscape along front of property and in Scenic 98 median, includes landscaping, and hardscape elements i.e. benches, planters, trash receptacles, and lighting		\$180,000.00
7. Existing Transit Stop Upgrade		\$150,000.00
8. \$6.00 per sf for 10 ft wide sidewalk ¼ mile to nearest transit stop		\$80,000.00
TOTAL ESTIMATED COST		\$2,077,600.00

Public Benefits as defined by the Destin Land
Development Code Article 7.09.03.G.2

tabbies

EXHIBIT

5

day

2/5/2011

BOARDWALK EXPENSE REPORT

DATE	UNIT BILLED	CHECK #	CATEGORY /COMPANY	DESCRIPTION	AMOUNT OF CONSULTING	AMOUNT OF REMODEL LABOR	AMOUNT OF MISC.	AMOUNT OF L&P FEES	AMOUNT OF LANDSCAPE /LAWN MAINT.
1/18/2010	M4	2385	CONSULTING: MOORE BASS MISC.:	FDEP CONSULTING	\$ 391.25 ✓				
4/18/2010	D3	2463	NW FLORIDA WATER CONSULTING	NW FL LICENSE			\$ 300.00 ✓		
4/19/2010	M1	2474	FEE:MOORE BASS REMODEL LABOR:	CONSULTING FEE	\$ 4,000.00 ✓				
4/19/2010	M4	2476	GADDIE MARINE MISC.:	BOARDWALK	\$ 3,440.00 ✓				
4/18/2010	M3	2462	CITY OF DESTIN MISC.:	LICENSE		\$ 500.00 ✓			
4/27/2010	M3	2483	ED SCOFIELD MISC.:	LABOR: NEW BOARDWALK		\$ 4,000.00 ✓			
4/27/2010	M3	2480	GADDIE MARINE MISC.:	PLINGS FOR BOARDWALK MATERIALS FOR BOARDWALK		\$ 3,730.00 ✓			
4/27/2010	M3	2486	ED SCOFIELD MISC.:	BOARDWALK		\$ 1,457.82 ✓			
5/12/2010	M4	2493	LUMBER MISC.: MATTHEW'S DEVELOPMENT CO. LANDSCAPE/LAWN MAINTENANCE:	BOARDWALK		\$ 9,432.92 ✓			
5/12/2010	M4	2494	NEW BOARDWALK			\$ 2,356.07 ✓			
5/17/2010	M4	2500	HOME DEPOT MISC.:	FENCE / TIMBER				\$ 217.15 ✓	
5/27/2010	M3	2502	MOORE BASS L&P FEES:	SURVEYS / PERMITTING		\$ 4,551.89 ✓			
7/27/2010	M4	2509	MOORE BASS	BOARDWALK ENGINEERING			\$ 1,066.71 ✓		
12/29/2010	M3	2602	MISC.: HINNES SIGNS	BEACH ACCESS SIGN		\$ 2,205.00 ✓			
TOTAL \$ 37,648.81					\$ 4,391.25	\$ 3,440.00	\$ 28,533.70	\$ 1,066.71	\$ 217.15

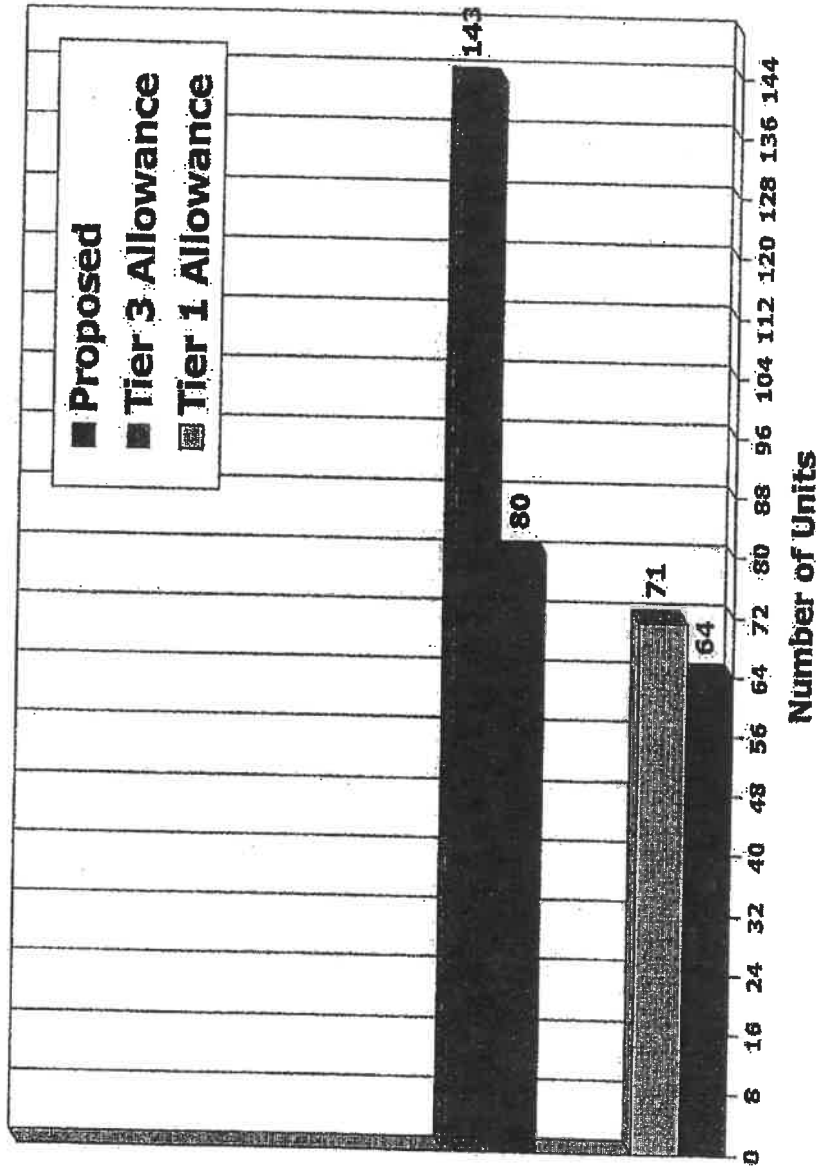
EXHIBIT

6

201005

Units allowed under
Tier 3 ordinance
Units Proposed

Units allowed under
Tier 1 ordinance
Units Proposed



Note: Developer is only asking for 9% above what is already allowed by Tier 1.

Tier Level Comparison

APPRAISAL REPORT

SUBJECT PROPERTY

3310 Scenic Highway 98
Destin, FL 32541

EFFECTIVE DATE OF APPRAISAL

June 18, 2017

REPORT DATE

July 14, 2017

INSPECTION DATE

June 18, 2017

CLIENT/INTENDED USER

Traship Holding A G
P.O. Box 222
Destin, FL 32540

H & A File № 170060

PREPARED BY:

Walter H. Humphrey, MRICS

State-Certified General Real Estate Appraiser № RZ 1218 (FL)

Aleksandra Muldowney

State-Certified General Real Estate Appraiser № RZ 3535 (FL)

HUMPHREY AND ASSOCIATES, INC.
906 Mar Walt Drive, Unit G
Fort Walton Beach, Florida 32547
Telephone: (850) 862-0766
Facsimile: (850) 862-8991



HUMPHREY AND ASSOCIATES, INC.

REAL ESTATE VALUATION AND RESEARCH
Specializing in Undivided Partial Interests and Litigation Support
Fort Walton Beach and Jacksonville

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MAIJD@msn.com
1031 La Salle Street
Jacksonville, FL 32207
Telephone: (904)346-1944
Facsimile: (904)346-1945

July 14, 2017

Traship Holding A G
P.O. Box 222
Destin, FL 32540

Re: Appraisal of gulf-front property "as if vacant" located at 3310 Scenic Highway 98, Destin, FL 32541.
H & A File № 170060

Traship Holding A G:

We have completed the inspections, research, and analysis necessary to appraise the fee simple interest in the above referenced property as of the effective date of the report as of July 14, 2017, subject to assemblage with surrounding lots to the east and west.

The accompanying document is an appraisal report format as contrasted with a restricted appraisal report format.

The purpose of the appraisal was to develop an opinion of the market value of the fee simple interest in the subject property as of June 18, 2017, as an assemblage of three lots running east and west.

The understood use of the report is for reference in pricing and planning. No other use of this report by any other entity or person is authorized without written permission.

Market value, fee simple interest, highest and best use, and other pertinent terms are defined in the following report.

We have analyzed the value of the subject property based on the estimate of the highest and best use which is assemblage with adjoining lots to the east and west, and redevelopment as a residential condo site, or as a subdivision into 50-foot wide lots for a future construction of detached single-family dwellings.

Subject to the above and the assumptions, limiting conditions, and certification set forth herein, it is our professional opinion that the market value of the fee simple interest in the subject property, "as if vacant," as of June 18, 2017, is:

\$9,600,000

NINE MILLION SIX HUNDRED DOLLARS

The opinion of value is linked to an estimated exposure time of six (6) to nine (9) months, based on market analysis. The marketing time would be the same.

We hereby certify that we have no interest, present or contemplated, in the appraised property. The undersigned appraisers are competent for the property type under appraisal. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established by the IRS, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the 2016 edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, a trend in value, or a minimum or maximum value.

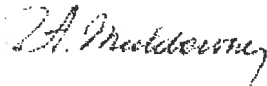
Respectfully submitted,

HUMPHREY AND ASSOCIATES, INC.

Walter H. Humphrey, MRICS

Digitally signed by Walter H. Humphrey, MRICS
DN: cn=Walter H. Humphrey, MRICS, o=Humphrey and
Associates, Inc, ou, email=bluechlp25@aol.com, c=US
Date: 2017.07.14 07:33:44 -05'00'

Walter H. Humphrey, MRICS
State-certified General Real Estate Appraiser № RZ 1218 (FL)



Aleksandra Muldowney
State-certified General Real Estate Appraiser № RZ 3535 (FL)

RECONCILIATION OF FINAL SITE VALUE

The sales comparison analysis indicated a range of value for the subject from \$18,249 to \$33,659 per waterfront foot with a median value of \$26,506, with the variation based upon the location of the property, and size of the overall site. This range is supported by the historical sales summarized and sales on other more distant condominium and single-family waterfront sites.

An alternative highest and best use of detached single family development was considered. This recognized that finished lots were sometimes smaller than 50 feet in width and sold for more than \$3,000,000 in ungated subdivisions, or as much as \$6,000,000 in gated subdivisions like Alys Beach. The absence of a wealth of data to discern different pricing based on location in terms of talking points ("Our lot is in Alys Beach."), neighboring density and intensity of land uses, and the potential premium, if any, for a gated subdivision in the subject location render such an analysis of vertical construction to be more speculative and subjective than objective and market-drive. Thus, this vertical alternative was discarded.

The quantity and quality of data is more than sufficient to derive a reliable indication of value for the subject. Most of the weight was given to Comparable 3 due to its most similar location. Our opinion of value for the subject site is near the top of the market, or \$32,000 per front foot recognizing the overall indication of market appreciation per a small number of back to back sales, as of June 18, 2017.

MARKET VALUE FOR THE SUBJECT LAND VIA THE SALES COMPARISON ANALYSIS

(As of June 18, 2017)

Number of Front Feet		Price per Front Foot		Value
300	×	\$32,000	=	\$9,600,000

\$9,600,000

NINE MILLION SIX HUNDRED THOUSAND DOLLARS

Excess Land

None.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 4, 2018

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Carisse Lejeune, City Manager
Bragg Farmer, Finance Director

FROM: Karen Jankowski

DATE: May 24, 2018

SUBJECT: Agent-Broker of Record for Health & Ancillary Benefits, RFP 18-10-HR

I. BACKGROUND: Staff solicited proposals for an Agent-Broker of Record for Health & Ancillary Benefits. The Request for Proposal (RFP) was advertised with submissions required no later than 2:00p.m., May 24, 2018. Proposals were received, opened, and recorded for the record at the advertised location and time.

II. DISCUSSION: Seven proposals for the Agent-Broker of Record were received and opened at a public bid opening meeting on May 24, 2018. Copies of the proposals were then distributed to the bid committee. The Bid Committee met on May 29, 2018 and approved a short listing of the proposers. Three proposals were within an annual commission fee of approximately \$10,000 of one another. Of the remaining proposals a summary follows; one was approximately \$130k more than the highest proposal, another didn't provide a complete packet, and one did not offer all of the lines of coverage as requested. The short listed firms in alphabetical order are:

These firms and individuals are appropriately licensed and credentialed.

Barton, Fenstermaker, Tondello & Assoc., LLC
FBMC Benefits management, Inc.
Risk Management Assoc., dba PRIA

See the Fee Comparison Table at Attachment 1, for details.

A. Link to Strategic Goals / Objectives: Develop programs to enhance organizational development and excellence.

B. Effect on Budget (EOB): Costs associated with brokerage services are budgeted.

C. Level of Service (LOS): Staff received very good and positive references for the proposers. Those contacted spoke highly of the agent and the service they provided. Each firm is able to provide regulatory guidance and resources. Additionally, each is able to access our current insurers and others active in our market area. An overview/comments regarding each follows:

Barton, Fenstermaker, and Tondello & Associates, LLC (Acentria): the team have been providing Agent-Broker services, based in Destin, to the City and its employees over the last 12 years. They have provided training to employees on a variety of topics. Mr. Barton is a Certified Healthcare Reform Specialist along with other staff members holding the certifications as well. Over time, through their service and open communication EBS has established the trust and confidence of city employees. This is especially important when dealing with their confidential health issues and those of family members. Their staff of eight has many years experience, six members have been designated as our primary service team. Recently, they entered a merger-acquisition with Acentria Insurance Co. headquartered in Destin. Along with the merger, this talented team is able to be extremely responsive to employees and staff working claims and issues to satisfactory resolution quickly. This is a full service firm in business serving our market area for 22 years. (Please see proposal for additional information.)

FBMC Benefits Management: represents a firm founded in Tallahassee, doing business in our market for 42 years, whom represent over 50 public entities in Florida including municipalities. FBMC is committed to performance excellence; actively involved with Florida Sterling Council since 1992. Staff of FBMC have worked with major medical carriers from fifteen to twenty years. The firm keeps abreast of and possesses administrative and compliance experience with the services mandated under federal law. The firm has dedicated team of nine employees; their service team includes four members that are licensed. The RFP states: “we consider ourselves to be a local, family and employee-owned business that gives personalized attention to our clients and specializes in service” (Please see proposal for additional information.)

Risk Management Assoc. dba Public Risk Insurance Agency (Brown&Brown):

The firm, headquartered in Daytona Beach, has been in business for in our market for 26 years serving public entities. Currently they represent 65 cities in Florida. Staff of RMA have worked with major medical carriers from thirty eight to seventy nine years. The firm keeps abreast of and possesses

administrative and compliance experience with the services mandated under federal law; as part of the Brown & Brown family has access to vast resources. They are also cross trained and educated on all accounts to maintain continuity and exceptional standards. The RFP states: “we understand that there is more to an employee benefits program...compliance and value-added services that can enhance and protect the program as well as the City’s employees are highly important” (Please see proposal for additional information.)

III. CONCLUSION: We are fortunate to have had firms of such high caliber provide proposals. The City and employees are about to maneuver through the extremely complicated and changing world of renewals. Plan options will have to be reviewed by staff and the Workforce Quality Team; renewal must be negotiated with an open enrollment in August. Please rate each firm with 1 being your first choice firm and 3 being your third choice firm.

IV. RECOMMENDED MOTION: I move Council to authorize the City Manager to enter into an agreement for Agent-Broker of Record with _____ as voted by Council.

Attachments:

1. Fee Comparison Table
2. Proposal Ranking Sheet
3. Proposal Document - Barton Fenstermaker Tondello and Associates
4. Proposal Document - FBMC Benefits Management
5. Proposal Document - Public Rish Insurance Agency (PRIA)
6. Minutes - Bid Committee Meeting - May 29, 2018

	mo.		
Firm name	ann	fees	Options
Barton, Fenstermaker,			
Tondello, Assoc LLC	\$2,311.06	0	
	\$27,732.69	0	

FBMC Benefit			
Management Inc	\$2,499.42	0	
	\$29,993.09	0	

Risk Mgt Associates,			
Inc dba PRIA	\$2,813.56	0	
	\$33,762.77	0	or 30k/ann

CITY OF DESTIN
Proposal Ranking Sheet
RFP 18-10-HR Insurance Agent-Broker of Record for
Health & Ancilliary Employee Benefits
(SHORT LIST)

Barton, Fenstermaker, Tondello, Assoc LLC (Acentria Insurance)

<i>EVALUATION CRITERIA</i>		Max Points	Points Awarded
1	Qualifications & Experience of Firm	20	20
2	Qualifications & Experience of Staff Assigned	10	10
3	Understanding and Approach to Work	10	10
4	Location and accessibility	5	5
5	References	5	5
6	Fee Proposal	30	28
7	Services	20	20
TOTAL		100	98

FBMC Benefits Management Inc

<i>EVALUATION CRITERIA</i>		Max Points	Points Awarded
1	Qualifications & Experience of Firm	20	20
2	Qualifications & Experience of Staff Assigned	10	10
3	Understanding and Approach to Work	10	10
4	Location and accessibility	5	3
5	References	5	5
6	Fee Proposal	30	27
7	Services	20	20
TOTAL		100	95

Risk Mgt Assoc Inc dba Public Risk Insurance Agency (Brown & Brown)

<i>EVALUATION CRITERIA</i>		Max Points	Points Awarded
1	Qualifications & Experience of Firm	20	20
2	Qualifications & Experience of Staff Assigned	10	10
3	Understanding and Approach to Work	10	10
4	Location and accessibility	5	2
5	References	5	5
6	Fee Proposal	30	26
7	Services	20	20
TOTAL		100	93

**BARTON, FENSTERMAKER, TONDELLO & ASSOC., LLC,
AN ACENTRIA COMPANY**



**REQUEST FOR QUALIFICATIONS
EMPLOYEE HEALTH INSURANCE AND RELATED BENEFITS
BROKER/CONSULTANT SERVICES**

PRESENTED TO:

CITY OF DESTIN

MAY 23, 2018

1

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



TABLE OF CONTENTS

	Page Number
Letter of Transmittal	3
Mandatory Proposer Requirements and Evaluation Criteria	4
Tab 1: Qualifications of and Experience of Firm	5
Tab 2: Qualifications and Experience of Staff	8
Tab 3: Understanding and Approach	10
Tab 4: Location and Accessibility	12
Tab 5: References	13
Tab 6: Schedule of Fees – Appendix C	14
Tab 7: Services	15
<i>Exhibit 1: Insurance Licenses</i>	17
<i>Exhibit 2: Carrier Information - Appendix D</i>	23
<i>Exhibit 3: Public Entity Crimes Statement – Appendix F</i>	24
<i>Exhibit 4: - Broker Agreement</i>	26

LETTER OF TRANSMITTAL

We have been an employee owned company since 1996. As of October 2017, we entered a merger-acquisition with Acentria Insurance Co. headquartered in Destin, FL. On our own, Barton, Fenstermaker, Tondello & Associates, LLC grew to insure upwards of 300 companies from Leon County to Escambia County, with approximately 100 of those companies having a Destin zip code. As such, we felt it was time to implement a long-term plan to better handle the technology and communication needs of our customers. We were approached by three different regional and national companies for merger opportunities.

We chose Acentria for two very simple reasons: they are locally owned and they allow Barton, Fenstermaker and Tondello (BFT) to remain the local *hands-on* service organization that we have always been to the City of Destin and its employees. The other companies who wanted us to merge with them planned to take over customer service from call centers. Acentria Insurance, like BFT, feels that local, hands-on service to your employees is the key to helping our clients during a time of need. We gained a network of over 30 agencies, including Halifax-Acentria, an Acentria owned company focused solely on the Florida Public Risk sector. In addition, our parent company also owns Corporate Synergies, Inc., one of the largest Benefit Brokers in the country. We have common ownership now to both intellectual property and experience, as well as state of the art information and technology systems.

MANDATORY PROPOSER REQUIREMENTS & EVALUATION CRITERIA

- 1.) Currently, and for the past 12 years, our Agency has provided all benefits outlined in this Request for Proposal. We would be happy to maintain these lines of coverage with the current carriers but request competitive bids nearly every year on the City's behalf to make sure you have great products and useable plans in this marketplace and provide them at a competitive price.
- 2.) Licensed as an insurance Agent in the State of Florida
See Exhibit 1
- 3.) We now have and will maintain all licenses and permits required to service this agreement.
- 4.) Public Entity Crimes Statement
See Exhibit 3
- 5.) Our employees have many years of on the job training in HIPAA Compliance. Our Zywave systems provide us training manuals and legislative updates which are shared with all staff members. We take every precaution to ensure our employees remain compliant and take pride in the fact that we have never been questioned or had concerns regarding HIPAA violations.
- 6.) Both David Barton and Scott Fenstermaker completed extensive training and testing to become designated as Certified Healthcare Reform Specialists (CHRS) expanding their knowledge in the Patient Protection and Affordable Care Act (PPACA), Affordable Care Act (ACA) and Health Care Reform. Cathy Tondello, our Director of Operations, also completed training and testing for her CHRA (Certified Healthcare Reform Administrator) designation. Through her training, Cathy continues to share her knowledge of Healthcare Reform with the rest of her staff. We have strived to abide by the PPACA guidelines since 2014 and have significant knowledge of it. During the early days of the PPACA a great deal of new knowledge was required; now it is standard procedure with all carriers and vendors.
7. Broker Agreement
See Exhibit 4

Tab 1. Qualifications and Experience of Firm

- A.** Barton, Fenstermaker, Tondello & Associates, LLC (BFT) has been a full-service Group Benefits company in Florida since 1996. We offer a full line of benefits -- Health, Life, Dental, Vision, Short-Term and Long-Term Disability. We are fully licensed and offer retirement plans as well.

In October of 2017, BFT merged with Acentria. Acentria is also a local insurance agency with a focus on Property, Casualty and Liability coverage. They currently have 26 locations in Florida with over 300 employees.

There are many advantages of working with Acentria. Acentria has other partners; Corporate Synergies and Halifax/Acentria Public Risk. With the backing of these entities, BFT has an abundance of resources in the public-sector. Halifax/Acentria Public Risk (HAPR), has brokers who have, at times between the two of them, serviced up to 500 public entities in Florida. They specialize in custom benefits design, self- insurance and provide all the necessary technology to make these plans work. BFT can draw from HAPR any time additional expertise is needed.

David Barton, Vice President, has been a licensed agent for 31 years. He is a Chartered Life Underwriter, Chartered Financial Consultant (CLU, ChFC) and holds a Certified Healthcare Reform Specialist (CHRS) designation. Scott Fenstermaker has also been a licensed agent for 31 years and has worked with our company for 23 years. He is a Registered Health Underwriter (RHU) and has held a CHRS designation in the past. Cathy Tondello has worked with us for 25 years as Director of Operations and has held a Certified Healthcare Reform Administrator (CHRA) designation in the past. We have a total staff of eight – two outside licensed salespeople and 6 full-time office staff. Four of our six office staff are also licensed agents. David started in the insurance business in 1987 as a Northwestern Mutual Life agent, but became interested in the group benefit side of the business and began offering those benefits in 1992. Over the next three years the business grew to the point that a partner was needed and Scott Fenstermaker was offered the opportunity to buy into the company in 1995. Since that time, we have grown from servicing 30 companies to now servicing over 300 companies, large and small, between Leon County and Escambia County. Most importantly, we insure more than 100 companies within the Destin area.

Tab 1. Qualifications and Experience of Firm (Continued)

From our Destin office, we service 200 of these accounts, including several public-sector accounts. While this area typically consists of small groups (under 51), we do service about 15 large groups as well. Our Destin staff would be the service provider for the City of Destin.

- B. We currently have business in force with the following group carriers: Florida Blue (BlueCross BlueShield of Florida), United Healthcare, Aetna, Principal Financial Group, SunLife, Guardian, Florida Combined Life, United Concordia, Unum, Humana, and Northwestern Mutual. We also have access to Cigna.
- C. We assist our clients with their COBRA needs for both small groups and large groups (State Continuation and Federal Cobra). These benefits are handled by most companies through Basic Pacific or directly with the insurance carrier's COBRA division (as is your group with Florida Blue). HIPAA laws have made service work more difficult but, with the employee's consent, we are able to speak directly with the carriers on their behalf. We service cafeteria plans primarily through third party companies like AFLAC, Colonial, AllState and Liberty National. We do, however, have turnkey plans we can orchestrate for our clients.

We have a sample of documents available to our clients through our relationship with Zywave, our online HR resource we use to provide clients legislative updates, compliance information, human resource tools, forms, and other helpful resources. The level of these resources can be made available to each of our clients on a customized basis.

We have HDHP/HSA plans with dozens of companies in force and are big proponents of them. Additionally, we use Health Reimbursement Programs in conjunction with some of our HSA/HDHP's which are serviced with an excellent third-party administrator who has many clients in the panhandle.

Tab 1. Qualifications and Experience of Firm (Continues)

- D. Legal resources include our local attorney, Pleat & Perry, LLC, as well as a working relationship with the Krizner Firm in Tallahassee. We also have a third-party software firm, Zywave, at our disposal for administrative briefs and legislative updates.
- E. Unlike our competition in this area, our agents and staff are licensed, trained, willing and able to answer benefit questions, navigate the networks, and provide claims analysis and consultations. We believe in providing quality service to both employers and their employees. The carriers offer toll-free numbers but we prefer to be the liaison between the employers/employees and the carriers. This hands-on approach is not seen from most of our competitors!
- F. We insure several public-sector groups in the Panhandle but, due to the demographics of our area, there are few with 50+ employees.
- G. The vast majority of businesses in this area are 10 – 50 in size, however, we service several groups of 50 - 100+. Although not our largest client, the City of Destin is very important to our firm and to David personally as he has resided in Destin since 1976 and has been active in the Destin Community for over 40 years. He coached soccer, softball and baseball for the City for many years and has been very supportive of Destin's causes, such as the Destin Dog Park, which he is an avid fan and financial supporter.

Tab 2. Qualifications and Experience of Staff

The staff of Barton, Fenstermaker, Tondello & Associates, LLC would like to introduce themselves to you. We have been in the group benefit business since 1996 specializing in health, dental, vision, life and disability. We pride ourselves in ensuring that our clients receive quality and prompt service exceeding that of our competitors. We provide help with annual renewals, enrollments, terminations, billings and even claims explanations. There really is a difference in agencies!

David Barton, CLU, ChFC, CHRS	Vice President, Licensed Agent for 31 years – Broker for multiple carriers including Florida Blue (BlueCross BlueShield of Florida), Aetna, United Healthcare, Principal Financial Group, UNUM-Provident, Guardian Life, and Assurant Employee Benefits. David is also a Northwestern Mutual Life Agent and former board member of the Emerald Coast Estate Planning Council.
Scott Fenstermaker, RHU	Vice President, Licensed Agent for 31 years with multiple carriers including Florida Blue (Blue Cross Blue Shield of Florida), Aetna, United Healthcare, Principal Financial Group, UNUM-Provident, Guardian Life, and Assurant Employee Benefits.
Cathy Tondello	Director of Operations, Licensed Agent for 16 years – Has worked with David for 25 years and services all group health business, which includes processing new groups, enrolling new employees on existing groups, handling claims issues, service issues, answering benefit questions and scheduling appointments.
Laurie Todd	Account Executive, Licensed Agent for 18 years – Has worked with David for 11 years and handles claims issues, benefit questions, customer service, and works closely with all existing groups on their annual renewals.

Tab 2. Qualifications and Experience of Staff (Continued)

Joyce Patton	Benefits Manager, Licensed Agent for 16 years – Has worked with David for 18 years. Handles all bookkeeping for David Barton and assists in service needs and scheduling of appointments.
Sonia Gann	Benefits Manager, Licensed Agent 4 years - Has worked with David for 14 years; compiles census information for quoting, orders quotes, customizes proposals for new business and renewal business.
Allison Hardin	Customer Service Rep - Processes new employee enrollment applications and service changes, follows up with carriers on the enrollment process; handles service issues and billing issues. Allison is currently working on classes to obtain her Florida Insurance License.
Nicole Bateman	Customer Service Rep - Processes new employee enrollment applications and service changes, follows up with carriers on the enrollment process; handles service issues and billing issues. Nicole is currently working on classes to obtain her Florida Insurance License.

Tab 3. Understanding and Approach

Headquartered in Destin, Florida, we think globally but act locally, with personal services designed specifically for each individual client. Barton, Fenstermaker, Tondello and Associates, LLC shares information and resources with national networks of brokers to ensure we can meet your every need and find answers to your questions quickly and efficiently.

Our Value Proposition

Our goal is to achieve a long-term relationship focused on bringing value to your employee benefits management and insurance programs. We are committed to utilizing our collective talent to support your insurance goals. We promise to identify activities that drive claim frequency, and implement an action plan to control health care costs and promote a healthy work environment for your employees.

Carrier Analysis/Situation Analysis

You face many employee benefit challenges, including internal resources, time management, employee education, compliance with federal and state legislation, trend increases, pharmacy costs and increased litigation activity. This demanding environment dictates a change in the way you purchase and manage your insurance programs. In order to compete in your marketplace you must adopt a total cost of employee benefits management philosophy based on data-driven decisions. We specialize in evaluating, negotiating with, and recommending insurers and providers to our clients, and we employ rigorous selection criteria and performance objectives when considering a vendor.

Plan Implementation

Securing the best insurance package for your business begins with planning. Analyzing all your risks is critical to successful implementation of your employer group benefits. We will partner with you by providing ongoing assistance, consultation, and service that will help you control your insurance expenses, choose the best plan to fit your company's needs, and promote health care consumerism.

Tab 3. Understanding and Approach (Continued)

Managing Health Care Costs

We all know that health care costs continue to be a serious problem; we can help. If you have or plan to implement an HSA or HRA plan, we have the resources to support you every step of the way, from design to implementation to employee education. Plus, we offer materials to help employees become smarter health care consumers and promote consumerism strategies that can drive costs down.

Since 2008 we have been educating your HR staff, management staff and your employees on the advantages and cost effectiveness of using High Deductible Health Plans (HDHP), both PPO's and HSA's, with Health Reimbursement accounts offsetting employees' and dependents' out of pocket exposure. Your employees are aware of how and why they work. Out of pocket costs can be kept down for the employees long-term by making them better benefits consumers and shoppers. That strategy also keeps the City's claims experience down over time. We have continually seen more employees gravitate towards these plans in the City.

Experience with your Current Carriers

As your current broker of record, we placed all your current benefit plans referenced in the RFP. While we have had some steady increases in renewal costs, we have been able to maintain a very high level of benefits at below national averages during our 12-year relationship.

Tab 4. Location and Accessibility

The City of Destin account has been and will continue to be handled by our Destin office which is located at 4458 Legendary Dr, Suite 350. David Barton and Scott Fenstermaker are the outside account executives. Cathy Tondello, Laurie Todd, Joyce Patton, in-house agents and Allison Hardin and Nicole Bateman, supporting staff, will service the account on a daily basis. As David lives in Destin, it is rare that he cannot be on site at the City within a couple of hours as needed.

David Barton and Scott Fenstermaker handle our Destin accounts. We are committed to Destin like no other Broker in the Panhandle. We have approximately 100 companies insured within the Destin 32541 zip code.

Tab 5. References

Below is a list of our client references, all of which are located in the state of Florida.

Destin Water Users

Client since 6/2007 – 60 Employees
Health, Dental, Vision, LTD/STD, Life & Long Term Care
Rachel Bowman, Human Resource Director
Mary Lou Lawson, HR/Finance Assistant
218 Main Street
Destin, Florida 32541
850-837-6146

Destin Fire Control District

Client since 6/2007 – 42 Employees
Health, Dental, Vision, Life
Kathryn Wagner, Financial Administrator
848 Airport Road
Destin, Florida 32541
850-837-8413

South Walton Fire District

Client since 4/2008 – 110 Employees
Health, Dental, Vision, Life
Carole Martin, Fiscal Officer
911 N. CR 393
Santa Rosa Beach, Florida 32459
850-267-1298

Tab 6. Schedule of Fees

APPENDIX C SCHEDULE OF FEES

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)**

APPENDIX C Schedule of Fees RFP 13-10-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%		
Group Dental Insurance	4.5%		Average based on declining scale
Group Vision Insurance	4.5%		Average based on declining scale
Group Life Insurance	8.0%		Average based on declining scale
Group Disability Insurance	8.0%		Average based on declining scale
Guardian Hospitalization Benefit	Scheduled 15.0%		Average based on declining scale

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Tab 7. Services

- A. Our staff is available on a daily basis by email, phone or fax to assist employers and employees with plan benefit questions, locating in-network physicians/facilities and helping employees with claim questions and processing issues. We also provide exceptional service through our education and training opportunities. Our employee seminars are designed to help educate employees, promote health care consumerism, and reduce high claim utilization and high-dollar claim expenses.
- B. Our agency can provide an employee survey that includes such topics as employee benefits, healthcare costs, dependent coverage and wellness initiatives.
- C. The current ongoing challenge for us as a broker is developing plan options designed to minimize costs for our employer groups due to shrinking budgets and also expand the ability of employees to take advantage of plan opportunities for them and their dependents. These goals, while seemingly opposing, can be achieved using multiple plan options for your company, or a Health Reimbursement account coupled with an affordable high-deductible plan design. Both of these options can be achieved using your existing carrier, Florida Blue, or one of the other carriers we represent. We generally quote all carriers at each renewal, if possible, to hold the carriers accountable and aware of the competition.

We typically receive the renewal rates eight to nine weeks in advance. We then request a current census from the group and gather claim's experience data from the carrier to begin the renewal process for you. When alternate quotes are received, we spreadsheet "comparable" plan designs from multiple carriers. We carefully review plan and premium comparisons with not only your City HR Staff approximately six weeks in advance, but also with the City appointed Employee Insurance Committee, which consists of employee staff members.

- D. Open Enrollment is a very important time each year for groups. We encourage all our groups to allow us to present the plan benefits that have been chosen for the upcoming plan year to all of the eligible employees at an Open Enrollment meeting. Enrollment packets are provided to each employee along with a presentation to describe each plan

Tab 7. Services (Continue)

- E.** benefit, employee premium responsibility and the opportunity to change plans, update dependent information, etc. To ensure a smooth transition, it's best if all new enrollments and/or changes are submitted to the carriers within two to four weeks of the renewal effective date.
- F.** Our agents and staff members are accessible by phone, email or fax during business hours, five days a week. We will make initial contact with the employee/employer within 24 hours of the request or question. Once that contact is made with one of our staff members, we immediately begin the process of providing the best possible solution. Depending on the nature of the call, resolution is typically made within 24 to 48 hours.
- G.** One of our agents/staff members can be available for an on-site visit with a 48-hour advanced notice.

Exhibit 1: Insurance Licenses

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DAVID EDWARD BARTON
License Number : A015247

Resident Insurance License

•0215 - LIFE INCL VAR ANNUITY & HEALTH	Issue Date
•0240 - HEALTH	10/08/1988
•0218 - LIFE & HEALTH	06/13/1987
•0216 - LIFE	06/13/1987

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a Bureau examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in §28.26(10) or §44.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <http://dofus.fds.com>. To validate the accuracy of this license, you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaDPS.com/Division/Agents>.


Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF INSURANCE
J SCOTT FENSTERMAKER
License Number: **A082427**
IS LICENSED TO FOLLOWING CLASSES OF INSURANCE:
Health
Life
Life & Health
Variable Annuity



This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

Exhibit 1: Insurance Licenses (Continued)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES	
CATHY GAIL TONDELLO	
License Number : E035980	
Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	11/01/2002
Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employee. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 40 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensee examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.285, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at http://myfls.fls.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.myfls.fls.com.	
 Jeff Atwater Chief Financial Officer State of Florida	

Exhibit 1: Insurance Licenses (Continued)

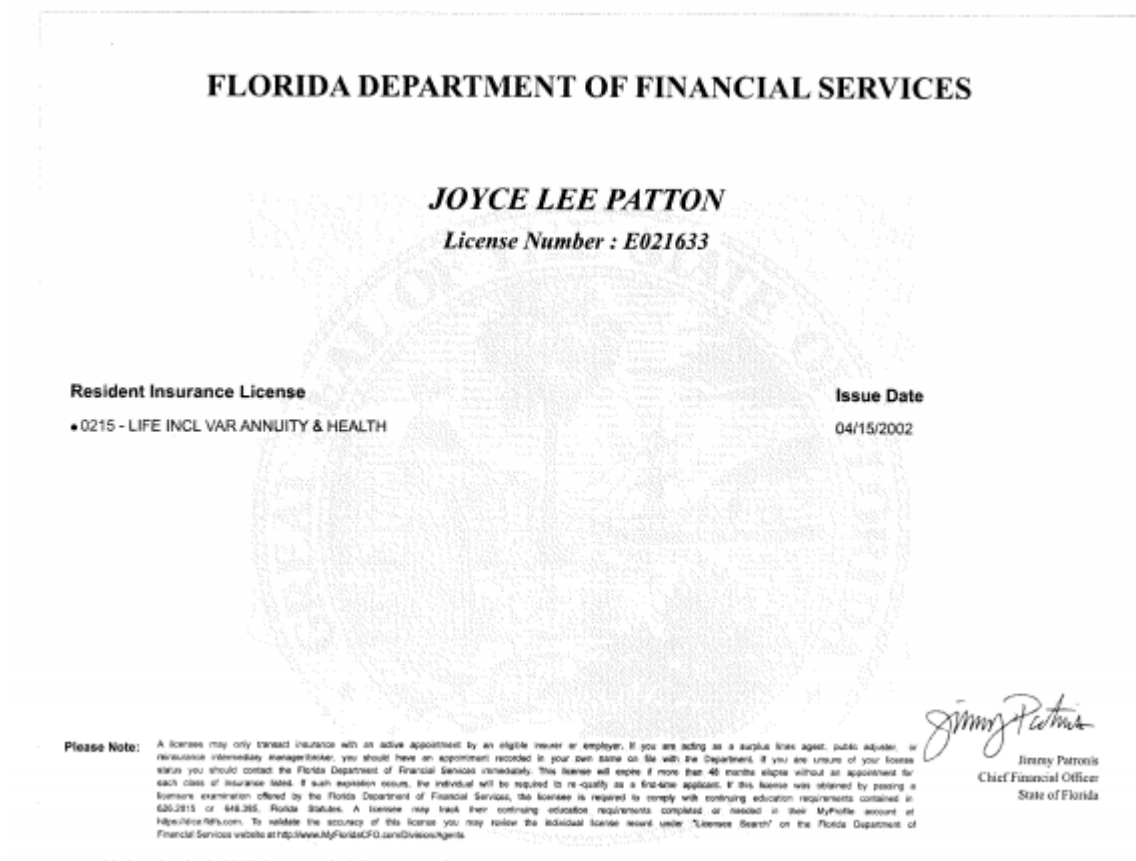


Exhibit 1: Insurance Licenses (Continued)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LAURA JEAN TODD

License Number : D033518

Resident Insurance License

- 0214 - LIFE INCL VARIABLE ANNUITY
- 0240 - HEALTH
- 0218 - LIFE & HEALTH
- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

03/17/2000
03/17/2000
03/17/2000
03/17/2000

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida

20

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



Exhibit 1: Insurance Licenses (Continued)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SONIA DENISE GANN

License Number : W175670

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/06/2014

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida

Exhibit 2: Carrier Information – Appendix D

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



**APPENDIX D
CARRIER INFORMATION**

From the list below, please complete the requested information regarding the carriers that you are currently placing business with. You may provide up to three (3) additional carriers you place business with.

APPENDIX D Carrier Information City of Destin (RFP 13-10-HR)				
Proposal of:				
Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
Florida Blue	Health	30	John Stevens	850-505-9220
Aetna	Health	12	Luke Volkers	850-687-8729
Aetna AFA	Health	3	Luke Volkers	850-687-8739
United Healthcare	Health	15	Jessi Adams	904-296-6817
ALLSAVERS	Health	3	Jessi Adams	904-296-6817
Guardian	Dental	20	Paul Griffith	813-472-6146
Principal	Dental	25	Luke Volkers	850-687-8729
United Concordia	Dental	15	Keith Edwards	904-305-9984
SunLife	Dental	20	Joe Oberle	813-230-2119
Florida Combined Life	Life	20	Glenn Davis	glenn.davis@fclife.com
Guardian	Life	20	Paul Griffith	813-472-6146
SunLife	Life	20	Joe Oberle	813-230-2119
Principal	Life	25	Luke Volkers	850-687-8729
Florida Combined Life	Disability	20	Glenn Davis	glenn.davis@fclife.com
Guardian	Disability	20	Paul Davis	813-472-6146
SunLife	Disability	20	Joe Oberle	813-230-2119
Principal	Disability	25	Luke Volkers	850-687-8729
Northwestern Mutual	Disability	30	Customer Svc Ctr.	800-378-4665

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Exhibit 3: Public Entity Crimes Statement – Appendix F

PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract (RFP 18-10-HR)
INSURANCE AGENT - BROKER OF RECORD

2. This sworn statement is submitted by BARTON, FENSTERMAKER, TONDELLO & ASSOC. LLC whose FLORIDA
business address is 4458 LEGENDARY DR, SUITE 350, DESTIN, FL 32541 INSURANCE CO.

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3504209 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is DAVID E. BARTON and my relationship to the entity named
above is VICE PRESIDENT, ACENTRIA INSURANCE

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a
violation of any state or federal law by a person with respect to and directly related to the transaction of business
with any public entity or with an agency or political subdivision of any other state or with the United States,
including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any
agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery,
collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes,
means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal
or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result
of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who
has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The
ownership by one of shares constituting a controlling income among persons when not for fair interest in another
person, or a pooling of equipment or income among persons when not for fair market value under a length
agreement, shall be a prima facie case that one person controls another person. A person who was knowingly
convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

RFP 13-10-HR

Page 14

Exhibit 3: Public Entity Crimes Statement – Appendix F (Continued)

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



**APPENDIX G
PUBLIC ENTITY CRIMES STATEMENT (Page 2 of 2)**

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

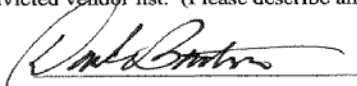
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



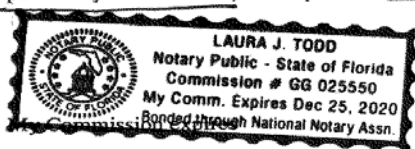
(Signature)

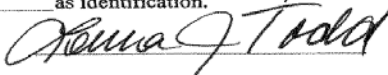
Date: 05-21-2018

STATE OF FLORIDA

COUNTY OF OKALOOSA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of May, 2018, and is personally known to me, or has provided _____ as identification.





Notary Public

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

RFP 13-10-HR

Page 15

Exhibit 4. Broker Agreement

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL

25



Broker Agreement

This Broker Agreement, hereinafter referred to as “Agreement” is between City of Destin, hereinafter referred to as “Client” and Barton, Fenstermaker, Tondello and Associates, LLC, hereinafter referred to as “Broker.”

WHEREAS, Client wishes to obtain the assistance of Broker with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Broker has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Broker

Broker will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drug
- Dental
- Vision
- Short Term Disability/Salary Continuation
- Long Term Disability
- Group Life Insurance
- Voluntary Life and AD&D
- Flexible Spending Accounts
- Health Savings Accounts

A. Health Reimbursement Accounts

B. Strategic Benefit Planning. Broker will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

- C. Benefit Design.** Broker will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- D. Administration.** Broker will identify core administrative services, assess vendor performance and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third- party administrator.
- E. Funding.** Broker will advise and counsel regarding program funding alternatives, including review fee proposals; recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- F. Communication.** Broker will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

Compliance Tools & Legislative Information. Broker will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy and Section 125.

- G. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management, including day-to-day operations and planning program changes.
- Broker shall meet with Client on a quarterly basis to review all activities performed by Broker during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - Broker shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan and developments within Client's organization.
 - Broker shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year and agree upon Broker's fees for the next twelve-month period.

- H. Day-to-Day Administrative Issues.** Broker shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- I. Stewardship Report.** Broker will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:
- Specific quantifiable and measurable goals and objectives for Broker's team relating to Client's programs; and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Broker must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Broker will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** This initial term of this Agreement shall be three years, commencing on September 1, 2018 and ending August 31, 2019 ("Initial Term") with two (2) one-year extension options. Thereafter, this Agreement will remain in effect until terminated as described below.
- B. Termination.** This Agreement may be terminated by either party only as follows:
- a) Effective upon sixty (60) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provide such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - b) Effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or

c) By mutual written agreement of the parties.

4. Cost of Services

Broker professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Broker and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, employee communication materials and long-term care insurance.

5. Personnel

Broker will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Broker retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

David E Barton	Laurie Todd
Scott Fenstermaker	Allison Hardin
Cathy Tondello	Nicole Bateman

6. Client's Responsibilities

Client will make available such reasonable information as required for Broker to conduct its services. Such data will be made available as promptly as possible. It is understood by Broker that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

Independent Contractor. It is understood and agreed that Broker is engaged by Client to perform services under this Agreement as an independent contractor. Broker shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

7. Fiduciary Responsibility.

Client acknowledges that: (i) Broker shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Broker shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Broker shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Broker as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Broker in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, Brokers or vendors to submit) all information in its (or their) control reasonably necessary for Broker to perform the services covered by this Agreement.

8. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Signature

Date

Title

Barton, Fenstermaker, Tondello and Associates, LLC,
an Acentria Company

Signature

Date

Title

City of Destin

Request for Proposal

Insurance Agent – Broker of Record

for

Fully Insured Group Health, Dental, Vision, Life and Disability

Due: May 24, 2018 @ 4:00 p.m. CST



A better way to benefit

FBMC
BENEFITS MANAGEMENT™

Submitted by:

FBMC Benefits Management, Inc.

3101 Sessions Road

Tallahassee, FL 32303

Phone: (800) 872-0345

www.FBMC.com

FBMC Contact:

Barb Brown,

Employee Benefits Consultant

(850) 425-6200 x2111

bbrown@fbmc.com

Table of Contents

Table of Contents	2
Letter of Transmittal	3
Mandatory Proposer Requirements	4
Tab 1 – Qualifications and Experience of Firm	5
Appendix D – Carrier Information.....	6
Tab 2 – Qualifications and Experience of Staff	11
Tab 3 – Understanding and Approach	14
Tab 4 – Location and Accessibility	22
Tab 5 – References.....	23
Tab 6 – Schedule of Fees – Appendix C	24
Tab 7 - Services	26
Appendix E – Drug-Free Workplace Certification Form.....	30
Appendix F – Public Entity Crimes Statement.....	31
Appendix G – Public Entity Crimes Statement.....	32
Exhibit A – Licenses.....	33
Exhibit B – Staff Resumes.....	35
Exhibit C – Communication Sample Materials.....	44
Exhibit D – Compliance Communication Examples	47
Exhibit E – Certificate of Liability Insurance.....	49
Exhibit F - Sample of Proposed Contract	51

Letter of Transmittal



May 24, 2018

City of Destin
Attn: Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32751

Dear Mr. Bailey:

FBMC Benefits Management, Inc. (FBMC) is pleased to submit this proposal in response to: ***THE REQUEST FOR PROPOSAL – INSURANCE AGENT – BROKER OF RECORD***. Through FBMC's 42 years of history serving public sector employers, FBMC has acquired a thorough understanding of the unique needs and customized requirements of state and local government entities' benefits programs.

Employee benefits is our only business, and we offer a **Total Solution** for benefits brokerage, management, and consulting, including:

- **Consulting and Brokerage** Services of core and voluntary employee and retiree benefits;
- **Communications & Education** of benefits;
- **Enrollment Management** and support for annual and year-round enrollments;
- **Administration** through our proprietary technology support systems; and
- **Compliance** services.

FBMC possesses the depth and quality of resources necessary to complete all phases of the contract, and we welcome the opportunity to further discuss ways that FBMC will address your needs and requirements. We look forward to the opportunity to provide the City of Destin the products and services identified and described in this response.

During the period of proposal evaluation and throughout the contract term, please refer inquiries or requests to Barb Brown, Employee Benefits Consultant, by Phone: (850) 425-6200 x2111, or Email: bbrown@fbmc.com. FBMC's corporate office is located in Tallahassee, FL, where the scope of work in this proposal will be executed.

I am authorized by the Board of Directors to bind FBMC to the terms of the enclosed proposal. This proposal shall remain valid for a period of not fewer than sixty days from the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Flemming".

Patrick Flemming
Chief Regulatory Officer

Mandatory Proposer Requirements

Tab 1 – Qualifications and Experience of Firm

Information related to the agent-brokerage firm qualifications and resources including the following:

- a. Description of the firm's history, size, number of clients, staff, and how long it has been in business in the panhandle area of Florida (panhandle is defined in this document as all Florida Counties from/including Leon County in the east to/including Escambia County in the west).

FBMC is a C-Corporation, founded in Tallahassee in 1976, privately held and partly employee-owned. There are no outside corporate owners and we are not tied to any insurance company. FBMC is licensed as a corporation to conduct business in all 50 states and licensed as a Third-Party Administrator (TPA) in the states where a TPA license is required, including Florida, to collect and remit insurance premiums and/or make claims payments.

FBMC was founded 42 years ago with the sole purpose of assisting public sector clients to manage their employee benefits. In 1983, we began providing benefits management services to our first public school board entity, Miami-Dade County Public Schools, which is still our client. Throughout our history, we have remained true to that original purpose. Today we are one of the leading employee benefits companies in the state of Florida.

Although through the decades we have evolved into a “national” company with clients in a multitude of states (Texas, Florida, Colorado, New York, and West Virginia), we still consider ourselves to be a local, family and employee-owned business that gives personalized attention to our clients and specializes in service – service that cannot be matched by national conglomerates. These factors combined with our structural organizational strategy of hiring local producers, and establishing local offices, gives us a strategic advantage to better meet our customer’s needs.

Because **our only focus is employee benefits**, FBMC understands the challenges of diverse, multi-generational, and multilingual workforces. Our years of national experience in customizing our clients' benefit plans, online enrollment systems and their annual communications has resulted in a high degree of employee satisfaction and increased benefit understanding and utilization. Our team of approximately 120 employees is client focused and our customer service is centralized, easy to access and customer friendly, continuously enhancing client and employees’ interactions with FBMC.

Over our history, FBMC has served all of our clients’ employee benefits consulting needs from voluntary benefits, to core benefits, Section 125 plans and all products in between. Over the past two years FBMC has focused its efforts on a more holistic client approach including full service health plan consulting expanding resources to accommodate this demand in the marketplace. To support this expansion, FBMC has added medical consulting professionals who have years of experience in program analysis and alternative funding strategies to create new healthcare insurance funding paradigms.

FBMC represents over 50 public entities in Florida including municipalities, the Florida State College Risk Management Consortium and school districts. We have clients throughout Florida, with several located in the Florida Panhandle. Over half of our client base has permitted FBMC to be their broker and/or benefits manager for more than 10 years -- some clients go back more than 30 years. We are proud of our long-term relationships with our trusted clients and look forward to the opportunity to expand on our experiences with new clients.

Please see **Exhibit A** for licenses.

- b. List the insurance carriers and lines the firm can access.

Appendix D – Carrier Information

From the list below, please complete the requested information regarding the carriers that you are currently placing business with. You may provide up to three (3) additional carriers you place business with.

APPENDIX D Carrier Information City of Destin (RFP 18-10-HR)				
Proposal Of:				
Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
Aetna	Health	15+	Colby Jackson	904.351.4141
Cigna	Health	20+	Brian McNeil	407.833.3100
Florida Blue	Health	15+	Brian Burch	352.226.7984
United Healthcare	Health	15+	Alex Good	813.890.4533
Ameritas	Dental	3+	Sean Callahan	813.210.4699
Delta Dental	Dental	20+	Calvin Whitaker	407.660.9034
Guardian	Dental	1	Paul Griffith	813.431.5692
Humana	Dental	20+	Georgette Loeffler	813.313.7976
MetLife	Dental	20+	Alexis Cook	813.895.9092
Sun Life	Dental	10+	Joe Oberle	813.230.2119
The Standard	Dental	20+	Jarod Hayer	813.785.7822
Guardian	Life	1	Paul Griffith	813.431.5692
MetLife	Life	20+	Alexis Cook	813.895.9092
Sun Life	Life	10+	Joe Oberle	813.230.2119
Symetra	Life	1	Peter Field	813.410.4590
The Standard	Life	20+	Jarod Hayer	813.785.7822
Unum	Life	20+	Angela Williams	813.207.2605
Voya	Life	20+	Brian Dillion	813.281.3772
Guardian	Disability	1	Paul Griffith	813.431.5692
MetLife	Disability	20+	Alexis Cook	813.895.9092
Sun Life	Disability	10+	Joe Oberle	813.230.2119
Symetra	Disability	1	Peter Field	813.410.4590
The Standard	Disability	20+	Jarod Hayer	813.785.7822
Unum	Disability	20+	Angela Williams	813.207.2605
Voya	Disability	20+	Brian Dillion	813.281.3772

- c. Description of the firm's resources available for knowledge in the following but not limited to: COBRA, HIPAA, Section 125, Cafeteria Plans, HDHP/HSA and ACA.

FBMC provides a dedicated service team including subject matter experts designed to enhance the employee benefit experience for both the City of Destin and your employees. In addition to the dedicated service team, the City will have assistance from the corporate office, which encompasses all areas of expertise including Market Resources, Compliance, Enrollment, Communications, Benefit Administration, Information Technology, Client Services, and the Call Center.

FBMC possesses decades of administrative and compliance experience with the services mandated under federal COBRA law, and Section 125 Cafeteria Plans. The latter includes all products eligible for inclusion under the §125 Cafeteria Plan umbrella, including what are commonly referred to as Tax Favored Accounts: §§105 & 129 Flexible Spending Arrangements (medical and dependent day care) (FSAs), §105 Health Reimbursement Arrangements (HRAs), §223 Health Savings Accounts (HSAs), and Commuter Benefits (Qualified Transportation Benefits).

It is through our commitment to employee benefits that our founder, Michael Sheridan, began this journey where along the way he was pivotal in the development and growth of the Section 125 Cafeteria Plans. His drive to find innovative solutions to common employer concerns has been passed on to every employee at FBMC. As a partially employee owned company, our employees are dedicated to the satisfaction of our clients and their employees, striving to exceed your expectations.

HIPAA Compliance and Training Platform

To allow for more thorough tracking of any HIPAA related incidents, training needs, and overall compliance, FBMC has adopted the HIPAA Help Center platform. This is a secure, cloud based platform constructed and hosted by Intel Security.



HIPAA Help Center incorporates tools to assist the FBMC Security and Privacy\Compliance offices in ensuring that we are going beyond just being *compliant*, providing a truly *secure* environment for our clients and their employees.

All data security facets are tracked and quantified allowing for easy remediation of any found gaps and regular updates to match any new developments in the compliance and information security fields.

HIPAA Compliance Tracking

FBMC undergoes an annual Risk Assessment and regular internal security audits. We also engage with external auditors and are currently in the testing engagement window for our 2018 SOC audit (testing window closing June 30th). We track our compliance over time and strive to maintain the highest levels

of privacy and security, continuously upgrading and implementing new security technologies that focus on increased automation of remediation tasks.

FBMC employees have the importance of privacy and security impressed upon them, and are empowered to report any concerns or incidents quickly and even anonymously. Our employees can start reporting an incident with just a few simple button clicks, and staff are encouraged to take advantage of this feature for even the slightest of concerns.

HIPAA Training

All FBMC employees are required to complete annual HIPAA training, and new employees are required to complete HIPAA training within 90 days of starting with the company. This training is broken up into easy to digest modules with a check for understanding at the end of each topic that must be passed with an appropriate score before the training is considered complete. Employees that do not pass the knowledge check are automatically given assistance by the platform to ensure that they understand the importance of protecting our clients. The number of training modules an employee is required to complete depends on job function and proximity to sensitive data. Employees are also assigned periodic refresher courses throughout the year so that privacy and security are always front and center when performing their job duties.

Training modules cover all facets of HIPAA and information security. Topics include, but are not limited to, Acceptable Use, Breach Management, Complaint Handling, Data Retention, Mobile Device Security, Phishing, Sanctions, and State Privacy Laws.

As of May 11th, 2018, **100%** of employees who have been with the company for greater than 90 days have completed 10 or more training modules, depending on job duties.

ACA Compliance

Since passage of the Patient Protection & Affordable Care Act, much of our research and training and our resulting client communiques have been devoted to complying with this expansive piece of legislation. We will assure your plan documents are compliant and kept up-to-date and we offer non-discrimination testing services for clients whose HRIS systems do not provide this service. Our automated client portal will keep you informed of industry trends, regulatory changes, and help answer some of your challenging benefits questions.

FBMC has access to Thomson Reuters Checkpoint Suite and extensive manuals cover Cafeteria Plans, ERISA, COBRA, Consumer-Driven Health Care, Fringe Benefits, HIPAA, and Health Care Reform. Using advanced online search technology within the Suite, our Team is able to research and gain in depth knowledge of complex benefit laws. In addition, our Compliance Team and key professionals are regular participants of the Alston & Bird Law Firm monthly working lunch which is devoted to practical applications of benefits law. Alston & Bird is a nationally recognized law firm with a specialty practice in health, welfare, and employee benefits, with whom we engage for external legal guidance as needed. We are carefully watching the Trump Administration and Congressional action with respect to proposed changes or repeal of existing laws and regulations.

- d. Description of the firm's legal resources associated with employee benefits.

FBMC's Compliance Team, led by our Chief Regulatory Officer and onsite attorney Patrick Flemming, will provide compliance monitoring on state and federal requirements and rules. Our Team remains current on all regulations impacting FBMC's products and services, and has received two iCOMM Awards for its compliance communiques distributed to internal and external customers. Since passage of the Patient Protection & Affordable Care Act, much of our research and training and our resulting client communiques have been devoted to complying with this expansive piece of legislation.

FBMC's Compliance Team receives extensive industry training through online webinars, industry conferences and online university programs. We believe when it comes to understanding complex laws and regulations, research related to answering specific questions and formulating a clear response is one of the best forms of training. Additionally, FBMC is a registered member of numerous leading industry organizations and attends pertinent conferences both nationally and state/locally to have direct access to industry experts. We also facilitate an annual Benefits Forum in which our clients interface with other public entities, as well as participate in educational sessions with industry subject matter experts. For instance, in 2017 the president of the American Benefits Council, Jim Klein, presented on potential reforms to the Affordable Care Act and their expected impacts on employers.

Regulatory and compliance updates are communicated to our clients via e-mail as pertinent regulatory issues arise, no less than quarterly.

- e. Discuss any impending changes in your organization that could impact the delivery of services.

FBMC does not have any impending changes that could impact the delivery of services.

- f. List and describe the metrics the firm utilizes to measure the quality of services provided to clients.

FBMC does not use a blanket quality guarantee, but rather a more detailed Performance Standards document that is based upon the products and services provided. Our clients have told us this approach does a much better job of setting expectations and of holding FBMC accountable. We also utilize internal performance metrics which can be shared which include complaint monitoring, response time, resolution time, error rates, and data validations. Apart from the statistics, we most enjoy letters from satisfied employees thanking our service team (and individuals on our service team) for giving them individualized attention and removing stress from their lives.

FBMC will routinely survey your employees on a schedule of your choosing to measure satisfaction with our services and as part of our culture of continuous improvement. We are accustomed to operating within contractual performance guarantees with many of our customers and are happy to develop these with the City of Destin upon selection, and before the contract is finalized. We also utilize internal performance metrics which can be shared which include complaint monitoring, response time, resolution time, error rates, and data validations, which can be included in the contractual performance guarantees.

FBMC uses an extensive review process for all materials, which includes quality assurance steps at each stage. All product materials are reviewed by our Partner Management Team to ensure the benefits are

represented the way they were filed; our Compliance Team reviews and assures all content is compliant with all laws governing the plans. No communications are released without final client approval.

FBMC also has quality assurance protocols specifically related to data validity. This includes tasks that involve validation rules, validation constraints, and check routines to verify data across multiple databases and to ensure security. The process starts with a data dictionary that is created through interaction with the client, and includes internal data validation techniques such as data type validation, range and constraint validation, code and cross-reference validation, and structured validation. The ultimate testing comes through interaction with the client and in seeking feedback from our client to ensure FBMC meets all of their information needs.

FBMC is committed to performance excellence. We have been actively involved with the Florida Sterling Council since its founding in 1992. Our various employees' quality credentials include: Florida Sterling Examiner, Florida Sterling Judge, 6-Sigma Green Belt, and 6-Sigma Yellow Belt. FBMC's managers and key staff rotate attending the annual Florida Sterling Council Conference which is Florida's counterpart to various States' Quality & Performance Excellence Conferences.

- g. How the City's account would compare in size and scope to other clients of the agent-broker.

FBMC specializes in public employers, including: state, county, and city governments; school districts; colleges and universities; and hospitals. FBMC's public sector clients range from approximately 70 to over 30,000 full-time employees; however, we have administered clients with fewer than 50 employees and clients with more than 200,000 employees.

However, one size does not fit all. While a standard approach is simple to construct, to program, to implement and administer, **custom designs** remain popular and are often the only model feasible for many employers with engrained business practices, bargained benefits, and/or technical limitations and requirements. Where many of our competitors offer only standard, cookie-cutter designs, FBMC's niche is complex plan designs and implementations. We offer a consultative and partnership approach that is essential in this environment. Our business model and operational strategies facilitate close collaboration with our clients throughout the life of their contract. FBMC would work the City of Destin to determine the individualized needs of the City.

Tab 2 – Qualifications and Experience of Staff

Qualifications and experience of staff- Resume for each account executive(s) and primary customer support staff to include the following:

- a. Description of individual's educational/training background and certifications.
- b. Description of individual's work experience. Also, indicate length of time with your firm and in their current position.
- c. Description of Account Executive's personal knowledge of insurance markets, specifically for health, dental, vision, life and disability for Florida local governments.

All of FBMC's operating divisions will play an important role in the contract mobilization, implementation and administration activities for this contract:

- Operations Division, led by Sajed Khan, Chief Operations Officer
- Administration Division, led by Anne Newman, CPA, Chief Financial Officer
- Standards & Practices, led by Patrick Flemming, Esq., Chief Regulatory Officer
- Sales & Marketing and Client Service Divisions, led by Rick Farris, Chief Sales & Marketing Officer

Upon selection, in addition to FBMC's President David Faulkenberry and the above named Division Chief Officers, the following key individuals will be the dedicated service team for the City of Destin:

Barb Brown – Employee Benefits Consultant
Vickie Whaley – Vice President, FL Sales & Service
Lee Martin – Southeast Regional Vice President, Sales & Service
Gingy Sampson - Manager, Market Resources
Kyla Heap – Manager, Marketing & Communications
Nancy Revell - Manager, Creative Design/Brand
Patrick Flemming - Chief Regulatory Officer
Sajed Khan - Chief Operations Officer, IT
Melissa Roddenberry – Manager, Service Center

Barb, **Employee Benefit Consultant**, will be the point of contact during the period of proposal evaluation and will personally support your staff, provide assistance with questions and resolve inquiries. She acts as a client advocate and excels at avoiding problems and quickly resolving issues for our clients. She will oversee the activities of all work teams during the life of the client contract with a continual focus on client satisfaction. She strengthens relationships between FBMC and its client executives to execute enrollments and benefits planning for client employees with an emphasis on best-in-class customer service. Barb has been with FBMC for 33 years and has served in many positions during that time.

Vickie Whaley, **Vice President, FL Sales & Service**, will direct and oversee dedicated client service teams that provide day-to-day support to the City of Destin. She will assist in resolving escalated inquiries and is responsible for identifying trends and expansion opportunities. Vickie monitors implementation of new cases and case expansion development, as well as enrollment and administrative services, ensuring adherence to contractual requirements. She provides technical expertise to the team concerning employee benefit consulting, medical plan funding alternatives, wellness plan initiatives, and on-site and

alternative clinic arrangements. Vickie has been with FBMC since January 2018 and was recently promoted to her current position in March 2018.

FBMC's **Southeast Regional Vice President, Sales & Service** is Lee Martin who has almost a decade and a half of very broad experience in Employee Benefits Consulting. Having worked as a state insurance regulator, a consultant for one of the largest brokers in the world and most recently as the subject matter expert and lobbyist and instructor for the largest agent trade association in Florida. Lee is proficient in all funding mechanisms, strategic processes for benchmarking and controlling healthcare costs and creating value based on plan designs. Lee specializes in the design and implementation of innovative concepts for group insurance and benefit program management. Lee has been with FBMC since May 2017 and was recently promoted to his current position in March 2018.

FBMC's **Market Resources Manager**, Gingy Sampson, has been in the industry for over 30 years and has been instrumental in establishing and maintaining relationships with FBMC's broad network of 40+ vendors and insurance carriers. Gingy is responsible for the competitive procurement process and manages the contractual relationship with each provider. Gingy regularly attends industry, and producer conferences (specific to carriers) to hear firsthand the latest trends, technologies, and legislation impacting health & welfare plans. Examples include Benefits Selling, Workplace Benefits Mania, ebnBenefits Forum and Expo, and the University of Miami Annual Conference on the Business of Health. Gingy has been with FBMC for 31 years and has been in her current position for over twenty years.

Kyla Heap, **Marketing & Communications Manager**, is responsible to support strategic decisions in marketing and to develop strategies to serve our clients. She supervises FBMC's award-winning Communications Team. She leads the team in design, copywriting, production and distribution of enrollment and marketing materials. Kyla works with the team to design and produce advertising campaigns, coordinates production schedules, review processes, while planning, tracking and managing budget. She advises staff of contractual regulations with various vendors, printers, benefit providers, clients and customers. She supervises the distribution program, tracks inventory of enrollment and marketing materials and fixed assets. Kyla has been with FBMC since 2012 and has been in her current position since January 2017.

FBMC's **Creative Design/Brand Manager**, Nancy Revell, has extensive marketing experience with governmental entities. She serves as the point of contact for all Public Relations activities on behalf of the company. Nancy develops, implements, and executes marketing initiatives and campaigns (advertising, print, web, social and other media) and directs creative projects, translating marketing objectives into creative strategies. She leads the communications staff to produce advertising and marketing materials and consults with clients on enrollment branding concepts and marketing materials. Nancy also attends conferences, webinars and training sessions to keep abreast of the latest in communications technology to hone her craft. Nancy has been with FBMC since 2016 and has been in her current position since January 2017.

FBMC's **Chief Regulator Officer** Patrick Flemming is responsible for all aspects of corporate governance including risk management, legal and regulatory compliance, and corporate regulatory training. He reviews all corporate contracts, and provides legal counsel for all elements of FBMC's business operations. Patrick receives extensive industry training through online webinars, industry conferences and online university programs. He has access to Thomson Reuters Checkpoint Suite which is the industry leader in

providing intelligent information to tax and accounting professionals. The Suite includes expert research, guidance, technology, tools, learning, and news. Extensive manuals cover Cafeteria Plans, ERISA, COBRA, Consumer-Driven Health Care, Fringe Benefits, HIPAA, and Health Care Reform. Using advanced online search technology within the Suite, our Team is able to research and gain in depth knowledge of complex benefit laws. Patrick has been with FBMC since 2016 in his current position.

FBMC's **Chief Operations Officer**, Sajed Khan, oversees the Information Technology, Benefit Administration, Direct Bill and Project Management Units. He manages the development and execution of strategic initiatives to advance organizational goals. His ability to anticipate, develop and implement organizational needs and leveraging best practices is exemplary. Sajed attends conferences and trainings to learn the latest technology advancements and trends. Sajed joined FBMC in 2017 in his current position.

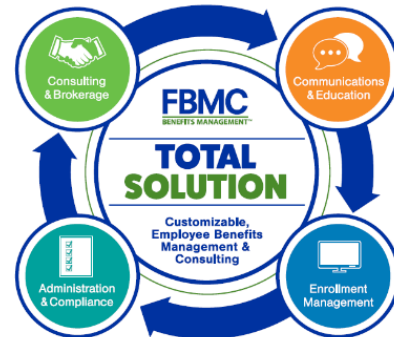
FBMC's **Service Center Manager**, Melissa Roddenberry, provides supervision for all Agents within the Service Center. Her responsibilities consist of the overall Management within the Service Center. She reports department metrics and quality performance of all agents to ensure that all customers/employees are provided an excellent customer service experience. Melissa provides training and coaching for further development of each agent. She attends annual conferences and trainings to learn the latest information impacting customer service performance and quality. Melissa has been with FBMC since 2013 and has been in her current position for the past five years.

Please see **Please see Exhibit B** - Staff Resumes for more information.

Tab 3 – Understanding and Approach

Service Model and Partnership

Services. FBMC offers a full range of services related to employee benefit consulting and design, implementation, analysis, account management, and communication. Our services include: Partner Relations and Brokerage, Enrollment Management, Communications and Education, Compliance and Administration, Carrier Management, and year-round Client and Participant Support. Our services are client focused and our customer service is centralized, easy to access and customer friendly.



We approach every client relationship as a partnership. FBMC has partnered with many innovative clients to introduce new and exciting benefit models to the industry. Our partnership approach is evident in our willingness to customize services, work outside of scope to help assure a successful program launch, as well as to accommodate varying client technical capabilities, lack of resources and/or expertise.

FBMC continuously takes advantage of client feedback and collaboration to drive refinements in services, technologies and operating models. This “partnership” approach has been very successful. Over 65% of our client base has permitted FBMC to be its broker and/or benefits manager for 10 years or more. It is a benchmark of which we are proud.

Qualifications. FBMC meets the requirements of RFP 18-10-HR, and throughout this proposal will illustrate areas that exceed the current scope of services. We are established in the industry; we have brokered and administered active and retiree benefits for over 42 years for some of the largest governmental employers in conjunction with their related unions in the United States. FBMC is licensed as an insurance agency, broker, and TPA in the state of Florida and most states nationwide.

Our professional teams and our preferred service providers include experts in the areas of insurance consultation and brokerage for both active and retiree populations, compliance oversight, HR support, enrollment and communications and wellness management with extensive experience in developing innovative, multi-year insurance and risk management programs. Our clients have never experienced a plan disqualification or tax consequence by relying upon FBMC’s guidance and expertise. Through trade associations, conferences and other outside legal resources, we are well-versed in and remain vigilant of all state and federal regulatory requirements. Through our award-winning compliance communiques and white papers, we interpret regulatory activity that could alter your employee benefit program in order to provide you valuable insight on upcoming changes.

Neither FBMC, nor any of our business partners, offshores any customer data or any administrative services, including Call Center services. As a benefits manager specializing in governmental-employer benefits, we fully understand and comply with public records laws.

Value Proposition and Approach

The value of the whole plan. With a focus on caring for the employee as a whole, remaining aware of how all of the benefits within the plan will impact employees and their families, we are situated to help employees recognize the value of the benefits provided by the City. Bringing all of the resources available from decades of experience to evaluate data, recommend solutions and manage change through communication, service and consulting.

We offer comprehensive communication and education strategies. FBMC's ability to provide comprehensive communication and outstanding customer service is what truly sets us apart from our competitors. Effective communication and education helps to reduce call volumes to clients and out-of-network claims expenditures, while increasing program compliance and overall satisfaction.

Our employees, our service, our clients, are our priorities...FBMC utilizes a collaborative team approach providing the City with a dedicated service team in order to simplify the communication process by providing you a single point of contact who is supported by multiple levels of professional support. FBMC and your dedicated team is strategically situated to identify, develop and implement solutions. We focus on being your partner in your employee benefit program and take a holistic approach where we identify concerns, advise on solutions, and implement changes. Using our experience with communication, administration, enrollment support and compliance to accomplish the things that are important to the overall success of your program which are education, empowerment and engagement.

FBMC believes in year-round monitoring and consulting so our clients are constantly aware of how their benefits plans are performing. We start our process with a multi-year strategy plan. This helps us to identify immediate needs and long term goals to develop the strategy which can bring stability to your plan. We incorporate that strategic planning through data analytics, predictive modeling, audits, funding analysis, benchmarking and open communication with the leaders of the City of Destin. With subject matter experts that have decades of experience in employee benefit consulting you have the team behind you with the knowledge, skills and abilities to lead you to the next level of employee healthcare.

Enrollment time is inherently the most critical time in the annual cycle of employee benefits. We have assisted clients with everything from very simple group presentations and benefit fairs, to highly complex benefit education and face-to-face enrollment campaigns - the approach is based on each client's objectives. We understand that each client is unique and we use our 42 years of experience to deliver the enrollment process each client deserves. This begins with a state of the art web-based enrollment platform to simplify the enrollment process for both your employees and administrative staff. With the ability to integrate with many of the common payroll, HRIS and carrier systems for ease of administration of the employee enrollment process.

Our subject matter experts evaluate plans and have experience with implementation, evaluation and designed and development of plans encompassing all of the following tools:

- Network Selection and Analysis (disruption analysis, claims re-pricing and discount analysis)
 - Primary networks
 - Secondary networks
 - Wrap networks
 - Reference based pricing solutions
- Stop Loss selection and analysis
- Pharmacy benefit management analysis and selection

- Medical Management selection analysis
 - Utilization review
 - Case Management
 - Population Health Management
- Wellness program analysis
- Claims data analytics oversight
 - Population health management
 - Gaps in care
 - Predictive modeling
 - Risk scoring
 - Plan design modeling
- Plan design assistance

Our customer service call center is able to assist with non-urgent requests such as ID card reissuance, general plan design questions or non-time sensitive concerns. Routine requests may also be handled by call center personnel including requests for identifying providers, claim inquiries or obtaining copies of plan documentation. Urgent requests that would involve escalated claim concerns, billing, or plan design evaluation are escalated to the dedicated service team with an expectation of timely response to client, employee and carrier inquiries.

Consulting and Brokering

FBMC possesses the resources and strategic expertise to assist the City of Destin in managing its current and future employee benefits. As one of the largest independent insurance brokers in the country we bring to the table decades of consulting and brokering experience. FBMC's Market Resource team works in conjunction with the dedicated service team to oversee the benefit program - from initial plan assessment and gap analysis; to letting and analyzing product RFPs; conducting due diligence and product placement; and finally servicing and renewal.

Market Resource Manager Giny Sampson has been in the industry for 30+ years and has been instrumental in establishing and maintaining relationships with FBMC's broad network of 40+ vendors and insurance carriers. Ms. Sampson is responsible for the competitive procurement process and manages the contractual relationship with each provider.

FBMC's Executive and Market Resource teams continuously attend industry conferences and workshops to remain current on the latest trends, technologies, and legislation impacting health & welfare plans.

FBMC's Market Resource team excels at the process for competitive procurement. This may involve direct negotiation or issuing RFPs/RFQs. If the latter is employed, as carrier responses are received, they are tabulated via spreadsheet and evaluated based upon a comprehensive set of criteria, including:

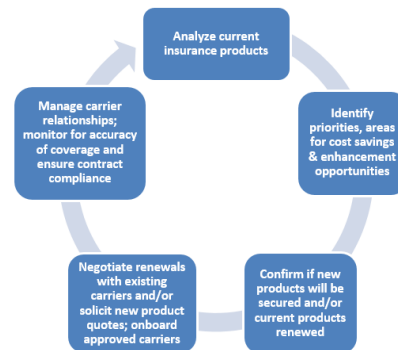
- financial stability and soundness
- long term commitment (evidenced by length of rate guarantees)
- reasonableness of premium rates
- benefit plan design
- network access (if, applicable)
- claims experience/issues
- service guarantees;
- availability and consistency of customer service

- back office support

Recommendations are presented and the City makes the final decision on which carriers to include.

Thereafter, the product onboarding process proceeds, including:

- contract negotiations
- confirming policy details
- confirming licensing and appointments
- setting implementation calls to coordinate data interface and enrollment requirements



Throughout the contract cycle with each carrier, FBMC's Market Resource team manages the relationship on behalf of the client.

FBMC and your dedicated service team has decades of experience administering employee benefit programs with the carriers outlined within the RFP who are currently providing policies to the City of Destin. In addition, your team is capable and experienced in evaluating, recommending and implementing policies with many of the carriers who have a strong presence in the local area.

We understand that localized knowledge is important and through local representatives we will help in cultivating a plan designed to the City of Destin's needs. By analyzing what is specifically impacting the City through claim analysis and industry trends nationally and in your area we are able to address the challenges at hand. For example, FBMC recently needed to identify an ambulatory solution that would be recognized by our client's carrier due to costs for services becoming prohibitive to the plan and members. We were able to identify and implement a solution resulting in employee satisfaction and cost containment to our client.

FBMC continuously monitors the financial health of each of our clients' insurance providers, ensuring they are meeting all obligations through a series of news alerts and website monitoring, mainstream media and provider press release pages for any news related to their financial health. Our Market Resources Team regularly meets with our clients' carriers to review administrative issues that affect the interface between the client, FBMC and the vendor. Overall performance of the block of business is reviewed, along with effects of each individual client and discussions regarding new products and industry trends.

If it is determined a provider is not meeting the client's needs, FBMC will recommend solicitation of competitive proposals. Upon the client's concurrence, FBMC will prepare bid specifications and oversee RFP/RFQ preparation, response evaluation and product recommendations. Following approval the new vendor will be incorporated into the employee benefit program using the onboarding process described above.

Engagement and Enrollment

1) Provide the workforce what it needs and wants. 2) Communicate often. These two engagement suggestions, offered by some of today's workforce gurus, resonate with FBMC and the products and services we provide. Employees are best engaged when presented with information and options that offer stability and continuity – **what they need**. Through plan design and product placement, the employee benefit program helps deliver the products that best fit the individual goals of the employees –

what they want. We have learned from experience that clear, thorough, and repetitive communication drives participation.

FBMC's award-winning communication materials and services are comprehensive. Enhanced Benefits Communications & Education is not just a tagline for us; we offer many traditional and non-traditional options designed to communicate the value of benefit programs in creative and memorable ways. Our communications consistently win industry awards for excellence as well as high approval and satisfaction rates from our clients and customers. Our communication package provided and available to the City of Destin includes:

- **Employee Benefit Guides**
- **Email Campaigns**

FBMC will work with the client to refine the best methods of distribution for the employee audience. See **Exhibit C** for communication material samples.

FBMC employs an extensive review process for all materials, which includes quality assurance steps at each stage. All product materials are reviewed by our Market Resource team and insurance providers to ensure the benefits are represented the way they were filed; our Compliance team reviews and assures all content is compliant with laws governing the plans. No communications are released without final client approval. A graphic designer and copywriter are assigned to each client so that the Account Management team and client have designated points of contact for communications.

FBMC's Compliance Team, led by our Chief Regulatory Officer, will provide compliance monitoring on state and federal requirements and rules. Our Team remains current on all regulations impacting FBMC's products and services, and has received two iCOMM Awards for its compliance communiques distributed to internal and external customers. Since passage of the Patient Protection & Affordable Care Act, much of our research and training and our resulting client communiques have been devoted to complying with this expansive piece of legislation. We are carefully watching the Trump Administration and Congressional action with respect to proposed changes or repeal.

FBMC's Compliance Team receives extensive industry training through online webinars, industry conferences and online university programs. We believe when it comes to understanding complex laws and regulations, research related to answering specific questions and formulating a clear response is one of the best forms of training. Additionally, FBMC is a registered member of numerous leading industry organizations and attends pertinent conferences both nationally and state/locally to have direct access to industry experts. We also facilitate an annual Benefits Forum in which our clients interface with other public entities, as well as participate in educational sessions with industry subject matter experts. For instance, in 2017 the president of the American Benefits Council, Jim Klein, presented on potential reforms to the Affordable Care Act and their expected impacts on employers.

Regulatory and compliance updates are communicated to our clients via e-mail as pertinent regulatory issues arise, no less than quarterly. See **Exhibit D** for compliance communication examples.

Wellness Initiatives: FBMC works with leading consultants and wellness solution providers to bring you the best tools available in the marketplace to manage your employee population health. With access to data analytics you will have the ability to analyze your employee population based on biometric data, medical claims data, and Rx prescriptions, and use this data to identify "gaps in care that can include such elements as missed annual check-ups, or prescription drug refills not being filled. By utilizing the data

analytics tools - we will partner with the City of Destin to create (or enhance) a wellness program that encourages participation and empowers employees to contribute to, and improve their own health.

FBMC worked with one public school client to help select a communication campaign tailored to their unique needs. Our enrollment materials communicated the value of our client's benefits offerings in a creative and memorable format. The objective was to initiate a campaign for a Spring Voluntary Benefit Enrollment. The goal was to increase engagement in the wellness program and recruit wellness coordinators from the employee pool during open enrollment. FBMC partnered to develop a comprehensive marketing campaign titled, "Your Journey to Better Health Begins Here," which included posters, e-mail blasts, payroll stuffers, yard signs, educational videos, and face-to-face enrollment.

The enrollment counselor educated the employees on four facets of the wellness program, recruited wellness coordinators and educated them on the importance of the voluntary benefits.

As a result of this campaign, the client experienced:

- 77% of the employees engaged in one or more of the new facets of the wellness program;
- 1,000% increase in engagement with over 8,000 employees newly engaged; and
- 200 new wellness coordinators recruited

Professional, bi-lingual, and fully trained Service Center staff are available Monday-Friday, 7:00 AM – 7:00 PM EST (excluding holidays). FBMC provides customer engagement through email and via Customer Service Representatives. FBMC's Customer Service system allows for soft transfers between FBMC and Plan Carriers. We are continually exploring ways to enhance our Representatives' knowledge about the program and specific products in order to provide more information before calls are transferred. This must be done in compliance with state and federal laws.

Our Customer Service Representatives are trained as customer advocates and problem solvers, they support the enrollment process with pertinent information about scheduling, enrollment timelines, and general information about products – they are not sales representatives incited to promote or discourage participation in any given insurance product.

FBMC's Service Center agents receive comprehensive training prior to open enrollment and throughout the year as changes occur to various benefit plans or coverages. Below are the types of questions and issues our agents may address:

- Benefit information as outlined in the annual enrollment materials
- Annual enrollment dates and dates for benefit fairs
- Initial claim or service questions and inquiries

All customer inquiries are logged to maintain a record of each transaction and for future reference should the customer call again. All calls are recorded and can be referred to in the event there are additional needs and for training purposes.

Reporting

FBMC has multiple reporting functions, including, but not limited to:

- Annual Stewardship Report and Strategic Planning
- Periodic Claims Report
- Completed Enrollment Report
- Enrollment Activity Details Report
- Incomplete Enrollment Session Report
- Total Benefit Enrollment Statistics Report



Depending on the type of report, it may be generic or user defined. The reports can be scheduled or ad hoc.

FBMC welcomes the opportunity to go through a discovery process before implementation that would allow us to accumulate data on the City's preferences and plan on the type of customized reports that have been requested in the past so that we can configure our system accordingly, being proactive rather than having to react to similar requests during live administration. This process would be beneficial to both FBMC and the City of Destin.

The City may request reports not available in the standard reporting package via your assigned Employee Benefit Consultant, who will convey the request to our Technology Services team. We will collaborate with you to clarify specific business requirements, and ensure that the reports produced meet those requirements. Time and resources required to produce ad hoc reports vary depending upon the work effort involved in obtaining and formatting the data.

Use of technology to support online employee services and education

FBMC is a versatile consultant, with four decades of experience creating systems and management tools, and offering services designed to reduce the burden of offering benefits to employees. FBMC searches the industry and contracts with best in class organizations to support or to fully provide certain back office services. This gives us the ability to focus brokerage, communications, enrollment, compliance, and consolidated billing services based on the client needs. Prior to engaging a subcontractor, we conduct an extensive due diligence; once assigned to provide services, we oversee the work product to assure contract requirements are met. FBMC is totally responsible for the subcontractor's activities as they relate to any given client contract.

Over half of our client base has permitted FBMC to be their broker and/or benefits manager for more than 10 years -- some clients go back more than 30 years. We are proud of our long-term relationships with our trusted clients and look forward to the opportunity to expand on our experiences with new clients.

We have a pristine historic reputation for integrity; we have never been debarred, suspended or declared ineligible to contract by any federal, state, or local public agency. FBMC has never been a party to litigation with any client or broker that has resulted in adverse adjudication against our company. We have never been fined or otherwise penalized by any regulatory authority, and no benefit plan that FBMC manages has ever been challenged or disqualified by state or federal authorities. FBMC is distinguished with the only private letter ruling issued by the IRS on Cafeteria Plan design and administration.

Additionally, FBMC is audited annually by insurance carriers related to our third party administrative services with no unfavorable outcomes to date.

FBMC is committed to being a leader in employee benefits with both the Public and Private Sectors, and will continue to enable public and private entities and related associations to access, and/or receive comprehensive benefits solutions (to include employee benefits brokerage and consulting, enrollment management, communications and education, and administration and compliance). All employees of FBMC believe that our solutions must seamlessly service the benefits needs of our clients working and retired populations (to include early Medicare eligible and 'early' retirees), while ensuring compliance with ACA regulations, and mitigating our customers GASB 45 liability.

Lastly, FBMC is committed to accomplishing these objectives with high levels of hands-on service, flexibility, customer education and communication, in accompaniment with an integrated technology platform that will facilitate the enrollment, benefits administration, compliance, and communication process for public sector employers and their loyal working and retired populations. Such efforts will serve to reduce our customer's administrative burdens, exposure to ACA compliance challenges, regulatory concerns, while increasing client and constituent satisfaction.

We are confident that our proposal is designed specifically to provide best-in-class, cost effective services, along with national award-winning education and communication materials. FBMC employees are dedicated to providing excellent service to the City of Destin in a manner that both meets and exceeds your needs. We look forward to building a long-standing relationship for many years to come.

Employee benefits has been and will remain our only business.

FBMC has been very innovative in identifying and executing cost savings opportunities for our clients. The following examples outline some of these opportunities.

FBMC expanded benefits for a government client for reimbursements for hospital admissions, IC admissions, daily hospital confinements, and physical therapy and ambulance services. In addition, the permanent life product was redesigned to offer a differing amount of death benefits - a greater amount during the working years when it was most needed, as opposed to a flat benefit for the entire period of the product. This would give families the "income replacement" for which life insurance is designed at no additional cost.

Also, FBMC, for a reduced cost to the employees, identified a disability insurance product that gives employees more choices for elimination periods and increased availability of guaranteed issue products. For the critical illness plan, FBMC identified a different product that offered a replenishing annual benefit with increased preventive coverage at a lower cost.

For a public school client in Florida, FBMC worked with a school district to transition from a large amount of printed enrollment booklet to a digital interactive enrollment booklet for the majority of its employees. This saved thousands of dollars in printing and postage costs – and allowed the employees to view the booklet nearly two weeks earlier due to the instantaneous nature of digital publishing relative to sending the booklet to a professional printer, mailing it to the client, and expecting the client to distribute the documents timely to its employees.

After performing a benefits analysis of existing coverage - FBMC saved a government client approximately 23% on accident insurance (for a two-child family premium), 43% in disability insurance (for six-month \$1,500 benefit for a 50-year-old nonsmoker), and 29% for a critical illness product (for a 40-year-old nonsmoker seeking \$20,000 in coverage).

Tab 4 – Location and Accessibility

Location and accessibility- The name and office location of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

- a. Number of accounts for which the Account Executive is responsible in the panhandle.
- b. Steps the Account Executive will take to assure that proper attention will be given to the City's account as your book of business grows.

Each client is represented and supported by a designated Employee Benefit Consultant who acts as the Account Executive for the City of Destin. We designate one primary contact for each client so that key client personnel do not need to understand the inner workings of FBMC, or contact multiple managers to gain information or ask questions. The Consultant supported by internal resources oversees the activities of all work teams during the life of the contract; their extensive support team includes every employee, officer, and manager responsible for providing services to the client. They work collaboratively to resolve employee, participant and any administrative problems that may come up during the life of a contract.

Barb Brown would act as the primary contact if FBMC is selected, she currently manages a book of four assigned clients. She would oversee the dedicated service teams that provide day-to-day support to the City of Destin. Barb works out of the corporate office in Tallahassee and oversees the North Florida area.

Day-to-day servicing includes:

- Brokerage and consulting on specified employee benefits
- Expertise in the Affordable Care Act (ACA) and in designing comprehensive employee benefits programs
- Strong administration capabilities including Web-based enrollment systems, carrier file exchanges, billing and carrier reconciliations
- Local customer service centers and field enrollment teams
- Extensive experience integrating our services with various accounting and payroll systems including Skyward, Selerix, Lawson, SAP, PeopleSoft, etc.
- Award-winning communications
- Expert compliance and regulatory guidance

FBMC has a chief marketing and client services officer who is responsible for reviewing the resource of needs of each client, and our staffing requirements. Over time we have hired additional staff and located them in regional offices to provide more support. FBMC currently employees roughly 120 professionals, which has remained relatively stable over the last decade. If additional resources are needed, FBMC will hire additional staff to meet the requirements of any service contract.

Tab 5 – References

Escambia County School District

Kevin Windham, Director, Risk Management & Benefits

75 N Pace Blvd

Pensacola, FL 32505

Phone: 850-432-6121

Email: kwindham@escambia.k12.fl.us (client prefers email contact)

Current FBMC client since 2003

Number of Employees: 5,327

Services: Consulting and Brokerage Services, Benefits Communications & Education, Enrollment Management, Administration and Compliance Services

Monroe County District School Board

241 Trumbo Road

Key West, FL 33040

Dr. Kathryn Flannery

Phone 305-293-1400 x53342

Email: Kathryn.Flannery@keysschool.com

Previous FBMC Client from 1985 – 2014, Current FBMC Client since 7/26/2017

Number of Employees – 1,125

Services: Consulting and Brokerage Services, Benefits Communications & Education, Enrollment Management, Administration and Compliance Services

City of Elsa

Edith Acua, Human Resources Director

102 S. Diana St.

Elsa, TX 78543

Phone: (956) 532-7113

Email: eacua@cityofelsa.net

Current FBMC client since 2017

Number of Employees - 70

Services: Consulting & Brokerage Services, Benefits Communication & Education, Enrollment Management, Administration and Compliance Services

Tab 6 – Schedule of Fees – Appendix C

**APPENDIX C
SCHEDULE OF
FEES**

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)**

APPENDIXC Schedule of Fees RFP 18-10-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.5%	N/A	
Group Dental Insurance	4.5%	N/A	
Group Vision Insurance	4.5%	N/A	
Group Life Insurance	10%	N/A	
Group Disability Insurance	10%	N/A	

Attach additional sheets in this format as needed.

****TIDS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

FBMC believes strongly in compensation transparency and we disclose all forms of compensation with our clients annually and upon request.

FBMC has a formal Board Policy that reflects our consumer-oriented philosophy; the policy is reviewed bi-annually by the Board of Directors and is communicated, practiced and enforced throughout the company. The policy provides that although we may receive compensation from carriers in the form of contingent commission payments, including production bonuses, persistency bonuses, and trips:

- FBMC does not select carriers based on the commission schedules or contingent commission payments, but rather on the best product, pricing and back office support for the Client, even if it results in reduced commissions for FBMC.
- Contingent commission payments are not included or considered in the criteria for selecting a carrier or product for a Client.
- Criterion for carriers is based on non-compensatory attributes, including:
 - Experience
 - Product underwriting, plan design, and rates
 - Back-office support
 - Financial Stability (i.e. A- above A.M. Best Rating)

FBMC does not negotiate for contingent commission payments, rather these forms of compensation are pre-established industry practices applicable to all brokers representing products from carriers.

Tab 7 - Services

Tab 7. Services- List other services offered by your company that may be of value to the City, to include the cost, if applicable.

- a. Describe what your firm's role would be in educating employees on plan benefits.

In addition to the information provided in **Tab 3**, FBMC takes a multi-faceted approach to training opportunities that it will make available the City of Destin and its employees including:

Benefits Counselor Training: In advance of open enrollment, Benefits Counselors participate in a lengthy and thorough training program. Training includes a detailed review of each benefit, open enrollment processes and procedures, internet enrollment applications and extensive role-playing. Training covers all aspects of the existing plan, new benefits, and any changes in insurance carriers or eligibility rules

Learning Centers: We offer an "employee portal" learning center that gives eligible employees may enter a micro-site of information about their benefits. This may also include information videos, text, and links about their products.

Webinars: FBMC also offers training session webinars to allow our clients to keep abreast of the latest technologies.

Lunch-and-Learns: FBMC can also arrange "lunch and learns" directed by our on-site professionals about topics of interest.

On-the-Job (OTJ) Training: FBMC offers customized benefit products and services to its clients, thus on the job training (OJT) and cross-training assures compliance with and continuity of varied business rules, processes and procedures.

Computer Training: FBMC supports technology, and will provide extensive on-site training, or webinar training on all systems we utilized for the specific client. FBMC also has Help Desk support for its software applications.

Compliance Communiques & White Papers: Through our award-winning compliance communiques and white papers, we will interpret regulatory activity that could alter your benefit plans. The timely updates and articles of interest are written in layman's terms, you will not suffer through legalese or agency-speak, and are solidly in keeping with laws and regulations. Our clients have never experienced a plan disqualification or tax consequence by relying on our Team's guidance and expertise. Through trade associations, conferences and other outside legal resources, we are well-versed in and remain vigilant of all agency and congressional activities so you don't have to. Our automated client portal to *Broker Briefcase* will keep you informed of industry trends, regulatory changes, and help answer some of your challenging benefit questions.

- b. Describe any services you offer regarding employee focus groups and/or employee surveys.

FBMC will routinely survey your employees on a schedule of your choosing to measure satisfaction with our services and as part of our culture of continuous improvement. We are accustomed to operating within contractual performance guarantees with many of our customers and are happy to develop these with the City upon selection, and the contract is finalized. We can create a customized package of benefits which can include many different value-added services including employee surveys and/or focus groups.

- c. Describe the process you use to explore renewal options and present options to employees, staff and City Council.

In addition to information provided in **Tab 3**, FBMC will partner collaboratively with the City of Destin to identify priorities and internal strategy for its benefits program. The City's objectives, allotted funding and existing resources will be matched to the experience, capabilities and financial stability of current and potential carriers to meet needs or gaps in coverage in advance of the new plan year.

The Market Resources Team will conduct negotiations with the carriers and vendors when it is time for renewal of the products to assure that the employees are getting the best possible premium rates and coverage for their benefit dollars. Annually, we analyze participation numbers by the product line, utilization and rates; we assess the viability of existing products and determine as may be needed any plan design changes to enhance products and improve participation. FBMC may present suggestions for any improvements/changes to ensure best plan design and pricing when applicable. In addition, we may recommend supplementary benefit considerations for the City to maintain a leading edge in benefits options, bridge gaps in coverage, and maintain an advantage in attracting and retaining high-quality personnel.

If it is determined a provider or product is not meeting the needs of the benefit program, FBMC will recommend solicitation of competitive proposals. With the City's concurrence, FBMC will prepare bid specifications and oversee RFP preparation, response evaluation and product recommendations.

FBMC's Market Resources Team would prepare solicitation specifications for products and begin the process for competitive procurement. As Carrier responses to RFPs/RFQs are received, they are tabulated via spreadsheet and evaluated based upon a comprehensive set of criteria, including:

- Financial stability and soundness;
- Long term commitment evidenced by length of rate guarantees;
- Reasonableness of premium rates;
- Benefit plan design;
- Network access if, applicable;
- Claims experience/issues;
- Service guarantees;
- Availability and consistency of customer service and;
- Back office support.

Recommendations are provided and the City would make the final decision on carriers. Thereafter, the product onboarding process proceeds, including: contract negotiations; confirming policy details; confirming licensing and appointments; and setting implementation calls to coordinate data interface and enrollment requirements. Throughout the contract cycle with each carrier, FBMC's Partner Management

Team will oversee the relationship on behalf of the City. FBMC will negotiate all rates on behalf of the City; the City makes all final decisions.

The Plan Documents will be amended and restated as needed to address any changes the City chooses to implement as part of the annual plan analysis, and any regulatory changes that have occurred.

Employees must have the ability to change elections on an annual basis. The City may require that affirmative elections be made during every open enrollment; or may allow elections to evergreen. Under the latter changes only enrollment, if an employee does not wish to make a change to existing benefits, he/she does not need to submit a new enrollment form – current benefits will roll forward unchanged to the new plan year.

Typically, when an employer changes carriers, enhances its benefit program or adopts a new plan design, it requires its employees to make an affirmative rather than evergreen enrollment election.

- d. Describe the open enrollment process you utilize.

In addition to information provided in **Tab 3**, FBMC approaches every enrollment experience as an opportunity to help our customers understand, select and purchase the right benefit coverages based on their very unique family situations. However, there is no one open enrollment or onboarding model - it must be tailored to meet the employer's goals and objectives and take many employer demographic factors into account. For example, considerations related to the work environment include: employee population, number of work schedules, number of work locations, employee access to and proficiency with computers, and varied language proficiency.

FBMC has decades of experience in conducting enrollments from a basic, passive enrollment to a comprehensive electronic enrollment, and every hybrid in between. Enrollment management will include benefit education services for all employee benefits including an employer's core benefits, group and voluntary insurance products, and wellness programs. Enrollments may be managed through on-site Benefits Counselors, call center staff, paper forms, or online.

FBMC is also able to conduct educational group sessions. FBMC has extensive experience in the areas of education and recognizes the importance of affording employees the opportunity to learn more about their benefit offerings. FBMC's team conducts thorough group educational sessions for employees prior to or during the enrollment. FBMC would partner with the City to identify the primary objectives and curriculum of the presentation. It will be important to determine the most effective locations to host and the duration of the group educational sessions to ensure maximum participation.

- e. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and the City's employees.

Your dedicated team will personally handle and resolve any issues that may arise. In addition, an employee or retiree may call FBMC's service center year-round, located in our headquarters in Tallahassee, to discuss their current benefits and deductions, ask questions, and seek assistance with enrolling in their benefits in the online enrollment platform. Related to the enrollment of the benefits, our Customer Service Agents may log-into the enrollment application and assist the employees with their benefits elections.

Our Customer Service Agents (CSAs) participate in extensive training on your benefits and business requirements to ensure customer satisfaction. The toll-free Service Center (Call Center) is available from 7am - 7pm (EST), Monday through Friday. The Service Center is closed on the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

FBMC will provide participants with toll-free bilingual (English/Spanish) services with the exception of pre-scheduled maintenance. FBMC will provide participants with e-mail access to the Service Center Agents 24/7. Service Center Agents will respond to e-mail inquiries within 24 hours or the next business day during the hours of operation from 7am to 7pm (EST) Monday through Friday excluding holidays and internal training/staff meeting times. We will verify benefits and coverage in FBMC's system with the employer and insurance carriers.

Note: Applies only to benefits for which records and/or monies are administered by FBMC. The CSAs will have access to client-specific benefits details and access to participant data, which includes deduction, and other participant-specific data which will be needed to resolve not less than 90% of incoming calls without the need to return the call to the participant. FBMC will provide participants with access to an online Customer Satisfaction Survey to obtain feedback regarding FBMC's services.

Seasonal staff is hired in our Service Center during the peak enrollment period to ensure customer calls are answered in a timely fashion. Seasonal staff is hired prior to the enrollment season and undergo a rigorous training to ensure they are adequately prepared to take calls.

- f. Indicate if you can be available for on-site visits with 48 hours notice.

Yes, the Employee Benefit Consultant or another member of your dedicated service team can be available for on-site visits with 48 hour notice.

Appendix E – Drug-Free Workplace Certification Form

**APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM**

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

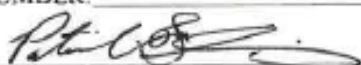
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: FBMC Benefits Management, Inc.

ADDRESS: 3101 Sessions Rd, Suite 200

CITY: Tallahassee STATE: FL ZIP CODE: 32303

TELEPHONE NUMBER: 850-425-6200

SIGNATURE:  DATE: 5/22/2018

NAME (TYPED OR PRINTED): Patrick Flemming

TITLE: Chief Regulatory Officer

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Appendix F – Public Entity Crimes Statement

PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMESTHIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.1. This sworn statement is submitted with Bid, Proposal or Contract RFP 1810-HR2. This sworn statement is submitted by FBMC Benefits Management, Inc. whose
business address is 3101 Sessions Rd, Suite 200
Tallahassee, FL 32303and (if applicable) Federal Employer Identification Number (FEIN) is 59-1657263 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:3. My name is Patrick Flemming and my relationship to the entity named
above is Chief Regulatory Officer4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a
violation of any state or federal law by a person with respect to and directly related to the transaction of business
with any public entity or with an agency or political subdivision of any other state or with the United States,
including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any
agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery,
collusion, racketeering, conspiracy, or material misrepresentation.5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes,
means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal
or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result
of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who
has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The
ownership by one of shares constituting a controlling income among persons when not for fair interest in another
person, or a pooling of equipment or income among persons when not for fair market value under a length
agreement, shall be a prima facie case that one person controls another person. A person who was knowingly
convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Appendix G – Public Entity Crimes Statement

APPENDIX G
PUBLIC ENTITY CRIMES STATEMENT (Page 2 of 2)

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



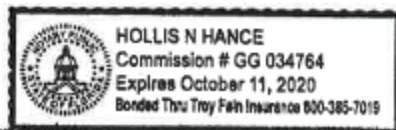
(Signature)

Date: 5-22-18

STATE OF FLORIDA

COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22 day of May, 2018, and is personally known to me, or has provided _____ as identification.



My Commission expires

10/11/20

Hollis N. Hance
Notary Public

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Exhibit A – Licenses

State of Florida

Department of State

I certify from the records of this office that FBMC BENEFITS MANAGEMENT, INC. is a corporation organized under the laws of the State of Florida, filed on March 25, 1976.

The document number of this corporation is 499794.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 23, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of April,
2018*



Ken Detjmer
Secretary of State

Tracking Number: CC3676273050

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FLORIDA DEPARTMENT of FINANCIAL SERVICES

FBMC BENEFITS MANAGEMENT, INC.

3101 SESSIONS ROAD, SUITE 200
TALLAHASSEE FL 32303

Agency License Number L011338

Location Number: 125214

Issued On 08/28/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jimmy Patronis
Chief Financial Officer
State of Florida

Exhibit B – Staff Resumes



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 2111 bbrown@FBMC.com
TOLL-FREE: 800-872-0345 x 2111
FAX: 850-425-6220

Barbara-Anne “Barb” L. Brown

▪ Employee Benefits Consultant

Expertise -

With FBMC Benefits Management since 1985, Barb has been a leader in FBMC’s worksite marketing initiatives successfully introducing benefits plans and services including customized benefit solutions to employers and their participants. In her 30-plus year career, Barb has demonstrated a tireless advocacy on behalf of FBMC’s clients. Barb has successfully negotiated customized solutions with FBMC’s preferred benefit providers and technology partners that have helped employers expand benefits outreach and communication at little to no cost to the employer and is FBMC’s named agent/producer for many of our preferred provider partners. Barb’s primary focus is to work with new prospective clients to provide benefit consulting services, to develop and implement cost effective solutions that bring value to their employee benefit programs.

Prior FBMC Experience –

*Vice President of Sales and Business Development, Florida Public Schools
Vice President, Client Services Division
Sr. Account Manager/Account Executive, Client Services Division
Marketing and Administrative/Operations Divisions
Enrollment Management
Performance Team Leader
Voluntary Benefits Product Implementation and Management
Human Resources - Recruitment*

Education & Training –

*Associate of Arts, St. Pete College, St. Petersburg, FL
Florida State University, Tallahassee, FL
Management, Sales and Leadership Training Programs, FBMC
Life and Health licenses in nearly 20 states; Florida health and life licensed since 1986*

Awards & Professional & Community Affiliations –

*FBMC Awards: Michael H. Sheridan Sales Award, 2007 and 2009; Sr. Account Manager for Case Management Team of the Year Award – Duval County Public Schools – 1995; School District of Palm Beach County – 1999, 2001; Employee Excellence Award, August 2003; Premier Performer Award, July 2007, October 2007, 2009; Member, FBMC Corporate Management and Leadership Teams
Member, Florida Educational Risk Management Assoc. FERMA, RIMS, PRIMA, IFEBP*



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 3754
TOLL-FREE: 800-872-0345 x 3754
FAX: 850-425-6220

vwhaley@fbmc.com

Vickie Whaley, REBC

▪ Vice President, FL Sales & Service

Expertise –

Vickie brings more than 20 years of employee benefit, human resource and management experience to FBMC's clients, providing guidance on strategic planning, predictive modeling and long-term benefit solutions. Her extensive background in employee benefits provides our clients with her ability to identify and provide solutions based on industry trends, client needs and available resources. She has identified client cost containment opportunities and is able to lead the client sales and service teams in Florida on strategies that include alternative funding, wellness and gap identification solutions, claim analysis and technology integration.

Prior Experience –

Vice President, Employee Benefits, Hunt Insurance Group, LLC, directed project team in claim analysis, financial review, and strategic planning for self-funded and fully insured governmental and nonprofit insurance risk programs. Guided employers on solving concerns for medical plans, integration of employee on-site and off-site clinics, wellness programs and integration of technology solutions.

Insurance Agent/Office Manager, G. Ron Krell and Associates, advised clients on individual life, disability and variable annuity products as well as small group employee benefit and retirement plans.

Branch Supervisor, Advanced Environmental Technologies, LLC, supervised business operations including support for human resource functions, employee recruitment and retention. Managed budget and project management teams, leading projects for clients.

Education & Training –

Florida Health and Variable Annuity Agent, obtained 2-15 license in 2006

Registered Employee Benefits Consultant (REBC), designated in 2015 by American College

Awards & Professional & Community Affiliations –

Legislative Chair, current, Capital Area Association of Health Underwriters (CAAHU), local chapter of National Association of Health Underwriters



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 2999
TOLL-FREE: 800-872-0345 x 2999
FAX: 850-425-6220

lmartin@fbmc.com

W. Lee Martin, RHU®, REBC®

Regional Vice President – Southeast Region, Sales & Service

Expertise –

Lee is based in Tallahassee, FL and oversees Employee Benefits Consulting, Business Development and Service for FBMC in the Southeast Region. Lee has almost a decade and a half of broad experience in employee benefits industry and he specializes in delivering clients actionable recommendations to reduce cost and improve quality in their employee benefit plans through his consultative approach.

Prior Experience –

Director of Health & Employee Benefits Advocacy, Florida Association of Insurance Agents (FAIA), created Health and Benefits advocacy division of FAIA and was responsible for division management and direction. Registered lobbyist and frequent education instructor.

Account Executive, Willis, responsible for employee benefits consulting and specialized in designing alternate funding arrangement for large self-insured governmental entities and pools.

Insurance Analyst II, Florida Office of Insurance Regulation
Coordinator, AFLAC

Education & Training –

B.S., Social Science, Florida State University

RHU® - Registered Health Underwriter; REBC® - Registered Employee Benefits Consultant; CSFP® - Chartered Senior Financial Planner

FL, AL, GA, LA, TN & TX Life, Health and Variable Annuities, Licenses

FL 2-20 General Lines License

FINRA Series 6, 63 & 65

Awards & Professional & Community Affiliations –

NAHU (2010-Present) Local Board Vice President & Education Chair 2011-2013. 2012 NAHU National Emerging Leader. Tallahassee Network of Young Professionals. (Golden A.C.E. Top 20 Under 40 award winner for Insurance). Toastmasters International (Club Officer, Award Winner) 2007-2010.



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 2010
TOLL-FREE: 800-872-0345 x 2010
FAX: 850-425-6220

gsampson@FBMC.com

Gingy Sampson

▪ Manager, Market Resources

Expertise –

With FBMC Benefits Management since 1987, Gingy coordinates benefit needs assessments and oversees designs for new, regulatory compliant, creative benefits plans. She assists our clients with RFP preparation, response evaluation and product recommendations. Gingy also reviews the credentials of potential new insurance carrier companies and negotiates with product carrier companies to assure the best renewal premium rates and coverage for our clients. She maintains a complete database on and manages FBMC's contracts with all insurance product carriers.

Prior FBMC Experience –

Benefits Consulting Associate, Benefits Consulting Supervisor, Payroll Processing Customer Care Specialist

Awards & Professional & Community Affiliations –

Management Employee of the Year, 2012

Glenn E. Tanner Sales & Marketing Employee of the Year Award, 2005

Glenn E. Tanner Sales & Marketing Employee of the Year Award, 2000

FBMC Team Member of the Year Award, 1994

Vista Management Company (VMC) Staff Employee of the Year Award, 1989



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 2602
TOLL-FREE: 800-872-0345 x 2602
FAX: 850-425-6220

KHeap@FBMC.com

Kyla Heap

▪ Marketing & Communications Manager

Expertise –

Having joined FBMC Benefits Management in 2012, Kyla is responsible for oversight of communication efforts in support of the strategic Sales and Marketing Plan. She supervises FBMC's award-winning Communications Team. She leads the team in design, copywriting, production and distribution of enrollment and marketing materials. Kyla works with the team to design and produce advertising campaigns, coordinates production schedules, review processes, while planning, tracking and managing budget. She advises staff of contractual regulations with various vendors, printers, benefit providers, clients and customers. She supervises the distribution program, tracks inventory of enrollment and marketing materials and fixed assets.

Prior FBMC Experience –

*Product Development, Sales & Marketing Division
Marketing Analyst, Sales & Marketing Division
Sales Associate/RFP Writer, Sales & Marketing Division
Marketing Coordinator, Sales & Marketing Division*

Prior Experience –

*Store Owner, Play It Again Sports, Tallahassee, FL
Marketing Coordinator, Adventures in Travel, responsible for increasing awareness and promoting outreach, education and research efforts.
Public Relations Intern, The Zimmerman Agency, responsible for press releases, media calls, drafting pitches, media plans, generating publicity reports, website and media research.*

Education & Training –

B.A., International Affairs, Florida State University

Awards & Professional & Community Affiliations –

*Wellness Treasurer, FBMC Benefits Management
Local Image Awards Chair, Florida Public Relations Association
Membership Chair, Florida Public Relations Association
Junior Achievement Big Bend
Junior League of Tallahassee*



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 3908 NRevell@fbmc.com
TOLL-FREE: 800-872-0345 x 3908
FAX: 850-425-6220

Nancy Revell

▪ Creative Design/Brand Manager

Expertise –

Bringing over 30 years of communication experience, Nancy is responsible for producing design and brand concepts for the company and its clients. She develops, implements, and executes marketing initiatives and campaigns (advertising, print, web, social and other media) and directs creative projects, translating marketing objectives into creative strategies. She leads the communications staff to produce advertising and marketing materials and consults with clients on enrollment branding concepts and marketing materials. She ensures visual standards are met across all media platforms.

Prior Experience –

Art Director, Owner, EgraphicDesign.com, provided advertising, print and web solutions for clients throughout Florida, Kentucky and Tennessee.

Marketing Services Manager, Younger Associates

Studio Director & Graphic Designer, The Kidd Group

Art Editor, Division of Marketing, Florida Department of Agriculture

Graphics Specialist, Tallahassee-Leon County Planning Department

Education & Training –

B.A., Studio Art, Florida State University

Awards & Professional & Community Affiliations –

The Walton Award, recognizing Florida's best business-to-business communicators

Business/ Professional Advertising Association Best of Division and Best of Show for Print Marketing

Florida Public Relations Association and Indiana Addy Awards

Kentucky Tourism Industry Annual Traverse Awards for Excellence in Tourism Marketing

Women in Communications, Inc.



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 3913
TOLL-FREE: 800-872-0345 x 3913
FAX: 850-425-6220

PFlemming@FBMC.com

Patrick D. Flemming, Esq.

▪ Chief Regulatory Officer

Expertise –

Having joined FBMC in 2016, Patrick is responsible for all aspects of corporate governance including risk management, legal and regulatory compliance, and corporate regulatory training. He reviews all corporate contracts, and provides legal counsel for all elements of FBMC's business operations.

Prior Experience –

Assistant General Counsel, Florida Office of Insurance Regulation, handled complex regulatory issues and litigation involving life and health issues including licensing, solvency, and product review. These proceedings involved life and health insurers, third party administrators and other regulated entities.

Associate, Radey Thomas Yon & Clark, P.A., gained experience handling employment law matters involving Title VII, ADA, FLSA, FMLA, HIPAA, Florida Civil Rights Act, Florida's Whistle-blower's Act, and Section 1983.

Education & Training –

J.D., Cum Laude, Florida State University College of Law

B.S. in Finance, Magna Cum Laude, Florida State University

Licensed in Florida and Texas to sell Life and Health Insurance

Currently studying to earn the Certified Employee Benefit Specialist (CEBS) designation offered by the Wharton School of Business at the University of Pennsylvania

Awards & Professional & Community Affiliations –

Member of the Florida Bar

Mentor, Big Brothers Big Sisters of the Big Bend



3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200 x 3931
TOLL-FREE: 800-872-0345 x 3931
FAX: 850-425-6220

skhan@FBMC.com

Sajed Khan

■ Chief Operations Officer

Expertise –

Bringing to the table over 17 years of Information Technology experience, Sajed oversees the Information Technology, Service Center, Benefit Administration, and Project Management Units. He manages the development and tactical execution of strategic initiatives to advance organizational goals. This results in superb client-management and customer service skills at the highest levels. He's an incisive technical leader with the ability to anticipate, develop and implement organizational needs, always leveraging best practices.

Prior Experience –

Senior Vice President/Chief Information Officer, United Solutions Company (CUSO), spearheaded innovative change in the Fin-Tech industry, managed 121 clients across the nation, and a multi-million dollar budget, and architected the planning and implementation of enterprise IT systems in support of business operations in order to improve cost effectiveness, service quality, and business development.

Director Information Technology, Omnicom Media Group, with 10,000 employees, globally. He was responsible for Technology leadership, management, and innovation across Canada. This included data center management, vendor relationships, technical support, application development, financial monitoring, business intelligence and disaster recovery planning.

Chief Technology Officer, Cook County Sheriff's Office, managing over 7000 employees in the County. Managed the Courts, Jail and Police on all aspects of developing and implementing infrastructure/architecture initiatives within the organization for thousands of individuals and multiple locations in Illinois.

Education –

*MBA, Masters in Business Administration, University of Miami
BSc, Computer Science, York University – Canada
Project Management Professional (PMP) – Project Management Institute*

Awards & Professional & Community Affiliations –

*2018 – IDG CIO 100 Award - Global
2017 – ComputerWorld Premier 100 Technology Leader – Global
2013 - ITIL (Information Technology Infrastructure Library)
2013 – CEH (Certified Ethical Hacker)
2008 – TechColumbus Technology Innovation Award
2002 – Ogilvy Excellence Award – Technology (Global)*



3101 Sessions Road
Tallahassee, FL 32303

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TOLL-FREE: 800-872-0345 x 2046
FAX: 850-425-6220

mroddenberry@fbmc.com

Melissa Roddenberry

▪ Manager, Service Center

Expertise –

With FBMC Benefits Management since 2013, Melissa provides supervision for all Agents within the Service Center. Her responsibilities consist of the overall Management within the Service Center. She reports department metrics and quality performance of all agents to ensure that all customers/employees are provided an excellent customer service experience. Melissa provides training and coaching for further development of each agent.

Prior Experience –

Customer Relations and Management, Alpha Advertising, Printing and Displays, more than 15 years' experience in the minority-owned agency serving a client base of state, county and private sector businesses.

Education & Training –

State of Florida 2-15 Life, Health and Annuities License

Awards & Professional & Community Affiliations –

*Tallahassee Area Chamber of Commerce
Board Member, A Better Body (401c3)*

Exhibit C – Communication Sample Materials

FBMC's ability to provide comprehensive communication and education strategies that meet the needs of all stakeholders is what truly sets us apart from our competitors. Some examples of the materials that we utilize with our clients can be found below.





Be Fit

BE ENGAGED. FOCUSED. INSPIRED. TRANSFORMED.

Health Rewards Information Meetings
November 2 - November 18, 2016

It is vitally important that you meet with an FBMC Representative during enrollment. They will assist you with the following during your one-on-one meetings:

- Introduce you to "ALEX" - a NEW interactive enrollment tool
- Educate you on your core options
- Provide you with your 2017 Personal Health Rewards Planner
- Educate you on the 2017 Health Rewards Program
- Learn about the IRS 1095 reporting and online consent option
- Help you schedule an on-site biometric screening appointment
- Help you download a Health Provider Screening Form
- Educate you on Trustmark's NEW Voluntary Benefits and how they can protect you and your finances against life's ups and downs

Meet with an FBMC Representative
Enter the Drawing
WIN a Bike!

ENROLLMENT IS NOW OPEN
November 1-18, 2016

Year Open Enrollment Information
www.mysdpbc.org

Enrollment

Completing your enrollment during your choice of options, is basically the same, you to ALEX®. ALEX is an interactive tool that may help you determine based on your needs. We "chat" with ALEX by visiting /2017. We also recommend Benefits Reference Guide. In it, it has benefits plan summaries, as well. We recommend that you make your 2017 benefits

Points to Remember:

- Newly added dependents will not be officially enrolled unless you add them to your plan(s) by November 18 and provide the required original government-issued documents (marriage and/or birth certificates, etc.) by November 18, 2016.
- Enrolling a Domestic Partner or Adult Child(ren) (ages 26 - 30) requires an additional paper enrollment. Please visit Risk & Benefits Management before November 18, 2016.
- All plans roll forward from year to year with the exception of Flexible Spending Accounts (FSAs). To establish an FSA, you must actively enroll each year.
- Employees on a Leave of Absence are not able to use the online enrollment system. However, within 30 days of returning from a leave, you may complete a paper Benefits Change form.

2017 BENEFITS REFERENCE GUIDE
SCHOOL DISTRICT

Be Fit

BE INFORMED AND TAKE ACTION EARLY!

Open Enrollment is November 1 - November 18, 2016

This year, all employees eligible for benefits are strongly encouraged to make an appointment at www.myenrollmentchedule.com/palmbeach to meet with an FBMC Representative, to understand the requirements and schedule your biometric screening.

Meet "ALEX" - your new, interactive enrollment tool to help select the best plans to meet your needs

Learn why Health Rewards are more valuable than a premium discount of \$50/month

Biometric Screening Scheduling for 2017

Learn what's new with the Health Rewards Program

Critical LifeEvents Insurance Plan

with ALEX at m/pbeed/2017 or line Benefits Plan prior to starting your enrollment session, so with the plans and amounts. Your most Reference Guide the information are clicks away online at schools.org/.

Exhibit D – Compliance Communication Examples



FBMC

Compliance Corner

Issue 2017-02

Apr 26, 2017

Trump, GOP Still Aiming to Pass Health Care Bill

By Patrick Flemming, Chief Regulatory Officer

This Saturday, April 29, 2017, will mark the 100th day of Donald Trump's presidency, an important milestone by which the successes of a President are measured. Based on President Trump's pledges, we in the healthcare and employee benefits industry expected to see significant changes related to the repeal and replacement of the Affordable Care Act ("ACA"). However, the bill to effectuate such changes, the American Health Care Act (H.R. 1628), has since failed to garner enough support from Republican members to pass in the House of Representatives. House Republicans are reportedly making a last-minute charge to pass the measure before the 100-day mark, having received backing from the House Freedom Caucus—the group whose earlier holdout led House Speaker Paul Ryan to pull the bill from consideration in late March. That being said, the Tuesday Group, an informal caucus of moderate Republican members are still on the fence, and the House has indicated that their top priority this week is passing a spending measure to avoid a government shutdown.

While it is unlikely the American Health Care Act will pass the House before this weekend, it may be reconsidered in the near future. At the moment, House members are voicing their support for a proposal from Rep. Tom MacArthur (R-NJ) that, according to the *Wall Street Journal*, "would allow states to waive some insurance requirements established by the 2010 health law . . . if the states could argue that it would enable them to lower the cost of premiums or insure more people." The proposal would also free insurers from covering certain essential health benefits; and while insurers would still be required to cover individuals with preexisting conditions, the insurers would be permitted to charge those individuals higher premiums. Some variation of other key provisions in H.R. 1628, such as the following, would likely still be included:

- Zeroing out the penalties associated with the ACA's individual and employer mandates;
- Increasing the ratio of premiums that may be charged to older persons versus younger persons;
- Rolling back Medicaid expansion;
- Modifying the premium tax credits model to be based on age instead of income;

- Imposing penalties on individuals who do not remain continuously covered;
- Further delaying the "Cadillac Tax" beyond 2020; and
- Expanding contributions to both flexible spending accounts and health savings accounts.

The American Health Care Act is not the only proposed legislation that would increase permitted contributions to health savings accounts. Indeed, the Health Savings Account Expansion Act (H.R. 247) and the Health Savings Act of 2017 (H.R. 35), both introduced in January, would increase contribution limits, among other things. For example the Health Savings Account Expansion Act would increase contribution limits for single and joint filers to \$9,000 and \$18,000 per year, respectively; permit over-the-counter purchases; repeal increased penalties on eligible withdrawals; permit HSA funds to pay premiums and direct primary care expenses; and eliminate the requirement that HSAs be tied to a high deductible health plan.

While the American Health Care Act and the health savings account expansion bills would or eliminate certain provisions of the ACA, the ACA still remains the law of the land—the efforts of House Republicans and President Trump during his first 100 days in office. Therefore, all mandates, requirements (such as employer reporting requirements), and penalties tied with the ACA remain in effect at this time. Accordingly, we encourage employers to be committed to the practices and procedures they have in place and continue to adhere to all provisions of the ACA until those provisions have been officially revised or eliminated. We continue to monitor the rapidly-evolving healthcare landscape and keep you apprised of changes in relevant regulations and laws.

Compliance Corner is intended to provide accurate and authoritative information on the subject covered. It is distributed with the understanding that neither the authors nor FBMC are rendering legal, accounting, or other professional advice and assume no liability in connection with its use. No article may be reprinted or used without written permission from FBMC. Copyright 2017,



ACA COMPLIANCE BULLETIN

INDIVIDUAL MANDATE PENALTY WILL BE ELIMINATED IN 2019

HIGHLIGHTS

- The tax reform bill will eliminate the individual mandate penalty, beginning in 2019.
- Individuals will no longer be penalized for failing to obtain acceptable health insurance coverage for 2019 and beyond.
- Individual mandate penalties can still apply for 2017 and 2018.
- Forms 1094-C and 1095-C deadlines extended

IMPORTANT DATES

December 22, 2017
The tax reform bill signed into law

March 2, 2018
Extended deadline to furnish 1094-C and 1095-C Forms

2019 Tax Year
Individual mandate penalties will be reduced to zero.

OVERVIEW

On Dec. 22, 2017, President Donald Trump signed into law the tax reform bill, called the [Tax Cuts and Jobs Act](#), after it passed both the U.S. Senate and the U.S. House of Representatives.

This tax reform bill makes significant changes to the federal tax code. The bill does not impact the majority of the Affordable Care Act (ACA) tax provisions. However, it does reduce the ACA's individual shared responsibility (or individual mandate) penalty to zero, effective beginning in 2019.

As a result, beginning in 2019, individuals will no longer be penalized for failing to obtain acceptable health insurance coverage.

ACTION STEPS

Although the tax reform bill eliminates the individual mandate penalty, the repeal does not become effective until 2019.

As a result, individuals continue to be required to comply with the mandate (or pay a penalty) for 2017 and 2018. A failure to obtain acceptable health insurance coverage for these years may still result in a penalty for the individual.

Provided By:
FBMC Benefits Management,
Inc.



Exhibit E – Certificate of Liability Insurance

Client#: 145921

68FRINGEBENE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2017

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

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

PRODUCER J Smith Lanier Tallahassee 1500 Mahan Drive, Suite 111 Tallahassee, FL 32308 850 877-8181		CONTACT NAME: PHONE (A/C, No, Ext): 850 877-8181 FAX (A/C, No): 850 942-4928 E-MAIL ADDRESS:															
INSURED FBMC Benefits Management, Inc. c/o Trish Neely, CFCI 3101 Sessions Road Tallahassee, FL 32303-2874		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Navigators Specialty Insurance</td> <td>36056</td> </tr> <tr> <td>INSURER D: Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER E: Lloyds Underwriters</td> <td></td> </tr> <tr> <td>INSURER F: Liberty Insurance Underwriters</td> <td>19917</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Indemnity Company	25658	INSURER C: Navigators Specialty Insurance	36056	INSURER D: Starr Indemnity & Liability Co	38318	INSURER E: Lloyds Underwriters		INSURER F: Liberty Insurance Underwriters	19917
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INSURER D: Starr Indemnity & Liability Co	38318																
INSURER E: Lloyds Underwriters																	
INSURER F: Liberty Insurance Underwriters	19917																

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		680390M38031742	10/30/2017	10/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BA455M343917SEL	10/30/2017	10/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$5,000		CUP2121Y1741742	10/30/2017	10/30/2018	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB6J3222911742G	10/30/2017	10/30/2018	☒ PER ☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability (Claims-Made)		DN17MPL019181IC Retro Date: 2/18/1988	10/30/2017	10/30/2018	\$5,000,000 - Each Claim \$5,000,000 - Aggregate \$100,000 - Deductible

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

(See Attached Descriptions)

CERTIFICATE HOLDER FBMC Benefits Management, Inc. ATTN: Trish Neely P.O. Box 1878 Tallahassee, FL 32302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2014/01) 1 of 4
 #S3672598/M3671971

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SYE

DESCRIPTIONS (Continued from Page 1)

CRIME(Insurer D)Policy # 1000057131171

Employee Dishonesty - \$4,000,000 Limit / \$35,000 Deductible

On Premises - \$4,000,000 Limit / \$35,000 Deductible

In Transit - \$4,000,000 Limit / \$35,000 Deductible

Forgery or Alteration - \$4,000,000 Limit / \$35,000 Deductible

Securities - \$4,000,000 Limit / \$35,000 Deductible

Computer Crime Coverage Rider - \$4,000,000 / \$35,000 Deductible

Policy Aggregate - \$4,000,000 Limit

DIRECTORS & OFFICERS, EMPLOYMENT PRACTICES, & FIDUCIARY LIABILITY (Insurer F): Policy# PCCB0016850404

Directors & Officers Liability - \$3,000,000 Limit / \$25,000 Retention

Employment Practices Liability - \$3,000,000 Limit / \$50,000 Retention

Fiduciary Liability - \$1,000,000 Limit / \$0 Retention

PRIVACY LIABILITY(Insurer E)Policy# ESG02402800

Insuring Clause 1 : Cyber Incident Response

Incident Response Costs - \$3,000,000 Limit / \$0 Deductible

Legal & Regulatory Costs - \$3,000,000 Limit / \$10,000 Deductible

IT Security & Forensic Costs - \$3,000,000 Limit / \$10,000 Deductible

Crisis Communication Costs - \$3,000,000 Limit / \$10,000 Deductible

Privacy Breach Management Costs - \$3,000,000 Limit / \$10,000 Deductible

Third Party Privacy Breach Management Costs - \$3,000,000 Limit / \$10,000 Deductible

Post Breach Remediation Costs - \$50,000 / \$10,000 Deductible

Insuring Clause 2: Cyber Crime

Extortion - \$3,000,000 Limit / \$10,000 Deductible

Insuring Clause 3: System Damage & Business Interruption

System Damage & Rectification Costs - \$3,000,000 Limit / \$10,000 Deductible

System Business Interruption - \$3,000,000 / \$10,000 Deductible

Consequential Reputational Harm - \$3,000,000 / \$10,000 Deductible

Loss Adjustment Costs - \$25,000 Limit / \$0 Deductible

Insuring Clause 4: Network Security & Privacy Liability

Network Security Liability - \$3,000,000 Limit / \$10,000 Deductible

Privacy Liability - \$3,000,000 / \$10,000 Deductible

Management Liability - \$3,000,000 / \$10,000 Deductible

Regulatory Fines - \$3,000,000 Limit / \$10,000 Deductible

PCI Fines, Penalties & Assessments - \$3,000,000 Limit / \$10,000 Deductible

Insuring Clause 5: Media Liability

Defamation - \$3,000,000 Limit / \$10,000 Deductible

Intellectual Property Rights Infringement - \$3,000,000 Limit / \$10,000 Deductible

Insuring Clause 6: Technology Errors & Omissions - No Coverage Given

Insuring Clause 7: Court Attendance Costs - \$100,000 Limit / \$0 Deductible

FOR INFORMATIONAL PURPOSES ONLY

Exhibit F - Sample of Proposed Contract

MASTER SERVICE AGREEMENT

The City of Destin, Florida ("Employer") has asked FBMC Benefits Management, Inc. ("FBMC") to provide brokerage and administrative services for certain health and welfare employee benefit plans maintained by Employer ("Benefit Plans") as described in this Master Service Agreement ("Agreement"). This Agreement is entered into on the dated last signed by the parties below, to be effective as of _____. In consideration of the mutual promises contained in this Agreement, Employer and FBMC agree as follows:

**ARTICLE I
INTRODUCTION**

1.1 Effective Date and Term. The effective date of this Agreement is _____ ("Effective Date") and will continue for a term of three years with the two one-year extension options upon agreement of both parties, upon mutual written agreement of the parties, unless terminated in accordance with Section 5.8 herein. This Agreement also includes by reference Appendices, Exhibits and Attachments in correlation with the execution of this Agreement covering the scope of the services under this Agreement, including but not limited to the following:

Appendices

- Appendix A – Business Associate Agreement

Exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Service Charges

Each Appendix and Exhibit attached hereto is incorporated into by reference and made a part of this Agreement. An Appendix or Exhibit may have a later effective date than this Agreement to the extent that Employer and FBMC agree to the terms set forth in the Appendix or Exhibit after this Agreement has already become effective. The responsibilities of the parties set forth in the Appendices and Exhibits are in addition to any responsibilities set forth in the Agreement. If there is a conflict between the Appendices, Exhibits and the Agreement, the following document priority shall control:

1. Appendix A shall control for all matters related to HIPAA
2. This Agreement
3. Exhibit A – Scope of Services
4. Exhibit B – Service Charges

1.2 Scope of Undertaking -- Generally. Employer understands that FBMC is and will

remain an independent contractor and will not be deemed an employee of Employer, a partner or engaged in a joint venture with Employer, or governed by any legal relationship other than that of independent contractor. FBMC's only obligation under this Agreement is to the Employer and nothing under this Agreement shall be deemed to confer any responsibility on FBMC to any person covered under the Benefit Plans ("Covered Individual"). Employer acknowledges that FBMC is not an accounting or law firm and no services provided by FBMC in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services. This Agreement sets forth certain rights and obligations of Employer and FBMC and the terms of this Agreement shall apply to any assignee or successor of Employer and/or FBMC.

**ARTICLE II
EMPLOYER RESPONSIBILITIES**

Employer will be responsible for the items described in this Section II, Exhibit B, and the Business Associate Agreement attached hereto.

2.1 Employer Responsibilities. Employer has sole responsibility for the establishment and operation of the Benefit Plans. Employer shall have sole discretionary authority and responsibility for construing and interpreting the provisions of the Benefit Plans and deciding all questions of fact arising under the Benefit Plans. Employer will not represent to covered individuals or to any third party that FBMC is the "Plan Administrator" as that term is generally defined in ERISA Sec. 3(16) (without regard to whether ERISA applies or not). It is Employer's sole responsibility and duty to ensure compliance with all applicable laws and regulations, and FBMC's provision of Services under this Agreement does not relieve the Employer of this obligation. FBMC's general responsibility under this Agreement is to assist the Employer with satisfaction of its responsibilities under the Benefit Plans. Employer understands that it is Employer's responsibility except as otherwise

provided herein to pay any fee or penalty arising from the Benefit Plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies.

2.2 Payments to FBMC. In consideration for the services outlined in the Scope of Services provided by FBMC in accordance with this Agreement ("Services"), Employer agrees to pay to FBMC any applicable Service Charges in accordance with Article IV of this Agreement.

2.3 Information to FBMC. Employer will furnish the information determined by FBMC to be necessary to satisfy its responsibilities under this Agreement in a format mutually agreed upon by the parties. Such information will be provided to FBMC in the time and in the method agreed to by Employer and FBMC under this Agreement. Employer understands that FBMC cannot accurately perform its duties under this Agreement without accurate and timely information and that FBMC shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to FBMC by Employer, a Covered Individual or a third party who has provided information to FBMC at Employer's request (e.g. a prior or existing service provider). The Employer further:

a) upon the Effective Date of this Agreement, authorizes FBMC to access all claims, enrollment, utilization, census, and benefits data from any carriers as necessary for FBMC to provide the Services.

b) hereby appoints FBMC as its Broker of Record for the purposes of receipt of commissions effective the Effective Date of this contract.

c) agrees not to terminate or eliminate any payroll deduction slots or other similar mechanism for any Benefit with respect to which FBMC has a right to receive commissions as long as any Employee of the Employer shall elect to continue the payment of premiums for such Benefit by means of salary reduction.

d) agrees to distribute approved product, Benefit and plan literature and documentation (including, without limitation, education and enrollment materials and any material required to

be distributed to Employees or Benefit Participants by applicable law.).

e) agrees as may be necessary to provide FBMC, on an annual basis, with scheduled payroll dates and the corresponding dates or deadlines for the submission of Employee payroll deduction authorizations for each such payroll date (hereinafter the "Payroll Cutoff Date"), prior to the inception of any Plan Year.

f) agrees to provide appropriate payroll data and other necessary data and information to enable FBMC to meet its obligations hereunder.

g) agrees to warrant to FBMC that all properly executed payroll deduction and reduction authorization forms which are received by the Employer on or before the Payroll Cutoff Date will be expeditiously processed and implemented for the payroll period with respect to which such Payroll Cutoff Date is applicable.

h) agrees to remit payroll deduction and reduction data and premiums (if applicable), in a format as mutually agreed upon by the parties, to the depository account designated by FBMC, subject to the Employer's reasonable approval, in a prompt and expeditious manner immediately after each payroll date.

2.4 Employer Responsibilities. Employer agrees to indemnify and hold FBMC, its officers, directors and employees harmless from and against all losses, liabilities, damages, expenses, reasonable attorneys' fees or other obligations, resulting from, or arising out of a claim, demand, judgment, settlement agreement, or lawsuit not directly attributable to FBMC's breach of the standard of care set forth in Section 3.5 herein. In addition, Employer will indemnify FBMC and hold it harmless from and against any liability, expense, demand or other obligation resulting from any premium charge, tax or similar assessment arising from the Benefit Plans. Employer agrees to indemnify and hold FBMC harmless from all liability arising from actions taken by FBMC pursuant to Employer's express written instructions.

ARTICLE III FBMC'S RESPONSIBILITIES

FBMC will be responsible for the items described in this Article III and any additional items

described in the Scope of Service and Business Associate Agreement attached hereto.

3.1 Bonding and Insurance. FBMC will maintain a fidelity bond and other appropriate forms of insurance on all FBMC Employees who handle Employer and/or employee contributions provided to FBMC by Employer in accordance with the terms of this Agreement to the extent required by law.

3.2 Liability for Claims and Expenses. FBMC does not insure nor underwrite any Benefit Plan liability of Employer and is not financially responsible for the claims payable under and/or expenses incident to the Benefit Plans. FBMC has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans; however, FBMC will provide to Employer and/or Employer's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in FBMC's possession that may relate to such claim for benefits and/or expenses.

3.3 Benefit Plan Documents and Forms. If provided for in the Scope of Services, FBMC may provide Employer with sample documents and forms related to administration of the Benefit Plans for which FBMC provides related administrative services under this Agreement. Such sample documents and forms have been prepared in accordance with the standard of care set forth in Section 3.7. Nevertheless, the Employer understands and acknowledges that it is the Employer's responsibility, in accordance with Section 2.1 of this Agreement, to ensure that all Benefit Plan documents and forms, including any template or sample documents and forms provided to Employer by FBMC in accordance with this Agreement, comply with the applicable laws and regulations.

3.4 Recordkeeping. FBMC will maintain the usual and customary books, records and documents, including electronic records in FBMC's possession for at least the lesser of the term of this Agreement (or six (6) years for public employers; eight (8) years for private employers) following the date the record was created, or received by FBMC. During this period, Employer has the right of continuing access to these documents and as such FBMC will deliver copies of all such books, records and documents in its possession to Employer or its designee as soon as possible but no later than 30 days after written

request from the Employer has been provided. Employer shall be required to pay FBMC's reasonable charges for transportation or duplication of such records.

3.5 Enrollment Services. If provided for in the Scope of Services, FBMC shall provide enrollment services once annually to facilitate the election of benefits by employees of Employer in a manner set forth in this Agreement, its related Appendices or Exhibits, or as otherwise agreed to between the parties. FBMC shall act as an agent for benefit providers by offering and selling the benefits requested by Employer to the employees participating in the enrollment process.

Employer understands and agrees that in the event FBMC shall conduct additional enrollments or an enrollment for a plan year for which FBMC does not receive all related commissions, Employer shall reimburse FBMC for any and all direct and indirect costs associated with having conducted such enrollment.

3.6 Communication Materials.

If included in the Scope of Services, Communication materials approved by the Employer pertaining to the Employer's Plans, shall be developed in accordance with the attached Scope of Services. Such materials shall be provided to each Eligible Employee during the annual enrollment period. Any additional communication or printing requests throughout the term of this Agreement will be provided if mutually agreed upon by the parties.

3.7 Care and Diligence. FBMC shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement in the same manner that any other prudent service provider in the same industry would exercise its powers and perform its duties. However, FBMC will not be liable to the Employer for mistakes of judgment or other actions taken in good faith. If FBMC makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, FBMC shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment in accordance with the internal protocol established by FBMC (if any). However, FBMC will not be liable to any person including Employer for such payment unless FBMC would otherwise be liable under another provision of this Agreement. It shall not

be considered a breach of this Agreement if FBMC refuses to perform services generally required under this Agreement if the manner in which Employer desires such services to be performed requires material changes to FBMC's existing standard operating procedures.

3.8 Non-Discretionary Duties; Additional Duties. The services to be performed by FBMC under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Plans established by the Employer and FBMC's standard operating procedures. FBMC and Employer may agree to additional duties by amending this Agreement in accordance with Section 5.3.

3.9 Third Party Vendors. FBMC may, with written agreement from the Employer, contract with one or more third parties for purposes of assisting FBMC with the fulfillment of its duties and responsibilities under this Agreement. FBMC agrees to indemnify Employer and hold its officers, directors and employees harmless from any claim, demand, or expense arising from the act or omission of such third party, except for intentional or grossly negligent acts or omissions.

3.10 Customer Service and Electronic Administrative Services. To the extent set forth in the applicable Services Appendices and Exhibits, FBMC may provide certain electronic administrative services. FBMC shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

3.11 Indemnification by FBMC; Liability. Except as provided elsewhere in this Agreement and notwithstanding anything in this Agreement to the contrary, FBMC hereby agrees to indemnify and save harmless the City from and against any and all liability, claims, demands, damages, fines, fees on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the contract

by act or omission of the contractor, its agents, servants or employees ~~or because of or due to the mere existence of the contract between the parties.~~

ARTICLE IV COMPENSATION

4.1 Service Charges. The applicable charges for the Services performed by FBMC in accordance with this Agreement shall be paid for with the commission on the products described in the Exhibit B ("Service Charges"), which products are subject to change based Employer's needs. FBMC shall start receiving commissions on the Effective Date, when Employer's new benefits plan year begins. FBMC may revise the Service Charges during any successive 12-month period if Employer makes changes to the Benefit Plans (regardless of the reason) that materially revise the nature or volume of the Services contemplated by this Agreement except as otherwise contemplated by this Agreement.

4.2 Payment of Charges. All Service Charges are due on the first day of each month that this Agreement is in effect; however, there will be a thirty (30) day grace period after which penalties and interest may begin to accrue with respect to any unpaid Service Charges. FBMC may also terminate the Agreement in accordance with Section 5.8 herein.

FBMC may withhold/withdraw the applicable Service Charges from any account maintained by FBMC or the Employer (to the extent that FBMC has check-writing authority over such account). In addition, FBMC may withhold amounts from payments received directly from a Covered Individual to the extent set forth in this Agreement. The Employer will make sufficient funds available to pay the Service Charges in accordance with the following method set forth below, and as provided in the related Appendices and Exhibits:

(i) Check Writing Authority Over Employer Account. If the Employer chooses this option, the Employer will make sufficient funds available from its general assets for the Service Charges in an Employer-owned and named account (the "Account") at a financial institution selected by the Employer and FBMC to facilitate the timely processing of the payments of the Service Charges. The Employer will also provide written

proof that such funds have been made available. The Employer bears sole responsibility for any fees imposed with respect to the Account by the financial institution.

(ii) *Benefits Payable From Custodial Account Maintained By FBMC.* If the Employer chooses this option, the Employer will make sufficient funds available from its general assets for the Service Charges, by electronically transferring such funds to an account designated by FBMC.

4.3 Continuation of Service Charges.

If the Service Charges are in the form of commissions, the following shall apply:

Commissions on Individual Benefits.

Employer acknowledges and agrees that FBMC has a perpetual right to receive commissions on the Benefits it brokers and sells on an individual basis to Employer's employees notwithstanding any termination of this Agreement and that such commissions shall continue for such period of time as the individual continues to pay premiums with respect to such Benefit(s).

Commissions on Group Benefits.

FBMC and Employer anticipate that FBMC will expend substantial time and capital in the implementation and delivery of the Services before the Plan Year during which commissions will be paid. Because such time and capital is likely to be expended by FBMC before it receives a reasonable return on its investment (through receiving commissions from the insurers on the sale of products and Services to Employer's employees), Employer agrees that, in the event that this Agreement is terminated prior to the conclusion of the Plan Year for which Services were rendered but Employer still makes the group Benefits available to its employees, Employer will cause the commissions on the group Benefits to be directed to FBMC for the remainder of the Plan Year. Employer may achieve this by either causing the insurer to continue to pay FBMC directly or by causing any new agent or consultant appointed by Employer to execute a written agreement providing that the new agent or consultant direct all commissions of the group Benefits to FBMC until the expiration of the Plan Year for which Services were rendered.

4.4 Escheatment. Various states require escheatment of unclaimed moneys, represented

by uncashed checks, which are unprocessed by Participants and/or Insurance Providers, relative to their participation in the Plan. FBMC provides an annual report to Employer of all uncashed checks to assist Employer in complying with state escheatment requirements.

ARTICLE V GENERAL PROVISIONS

5.1 Entire Agreement; Severability; Headings. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.2 Compliance; Non-Waiver. Failure by Employer or FBMC to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 5.3.

5.3 Assignment; Amendment. Neither party can assign this Agreement, its related Exhibits and Appendices without the other party's written consent. This Agreement, its related Exhibits and Appendices may be amended only by written agreement of duly authorized officers of each party except as otherwise set forth herein.

5.4 Audits. Employer may perform no more than one (1) audit of the records specifically related to performance of the parties under this Agreement each year, subject to reasonable prior written notice to FBMC. Audits must be

performed during normal working hours. An employee (other than the Contact Information as set forth in this Agreement) or an agent of Employer may perform audits provided such employee or agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Each party also agrees to provide such additional information and reports, as the other party will reasonably request.

FBMC may conduct quarterly or monthly reconciliation of internal accounting (control) files as determined in the Agreement, its related Appendices and Exhibits. FBMC may also conduct internal audits within the individual departments to validate controls, processes, systems, and accuracy.

5.5 Non-Disclosure of Proprietary Information. Employer and FBMC each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other information that is proprietary and/or confidential of such party. Employer and FBMC agree that each party will (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement, its related Appendices and Exhibits (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). For purposes of this Section, confidential information is any information identified as confidential and/or proprietary (or words of similar import); including but not limited to the parties' respective businesses or finances. The terms and conditions of this Section 5.5 shall survive the termination of this Agreement. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under the Agreement, its related Appendices and Exhibits shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such

information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. It shall not be considered a breach of this Agreement if FBMC discloses any information obtained in the course of performing its duties under the Agreement, its related Appendices and Exhibits as required by applicable law.

5.6 Disclosure of Individually Identifiable Health Information. Both parties agree to the additional limitations and conditions set forth in Appendix A with respect to Covered Individuals' personal identifiable health information created or received by FBMC in the course of performing its obligations under the Agreement, its related Appendices and Exhibits. If there is a conflict between this Agreement and Appendix A, the Appendix A will control but only with respect to the subject matter of Appendix A.

5.7 Notices and Communications. All notices between Employer and FBMC provided for herein shall be sent by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses set forth as follows:

To FBMC: Patrick D. Flemming, Esq.
Chief Regulatory Officer
FBMC Benefits Management, Inc.
3101 Sessions Road, Ste. 200
Tallahassee, FL 32303
pflemming@fbmc.com

To Employer: The City of Destin, Florida
4200 Indian Bayou Trail
Destin, Florida 32541

All notices shall be deemed provided when sent except as otherwise set forth in this Agreement. Employer further agrees that FBMC may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact(s) designated by Employer ("Contact") and identified in this Agreement and specifically agrees to indemnify FBMC and hold it harmless: for any such communications directed to Employer through the Contact attempted via facsimile, mail, telephone, e-mail or any other media, acknowledging the possibility that such

communications may be inadvertently misrouted or intercepted.

5.8 Termination of Agreement. Either party may terminate all or part of this Agreement (including Exhibits and Appendices) for any reason by giving a sixty (60) days written notice to the other party; however, notice shall not be given or accepted within 180 days prior to any policy renewal. If there is more than one Service Appendix and Exhibit attached hereto, termination of one Service Appendix or Exhibit will not terminate the Agreement or the other Service Appendices or Exhibits except as specifically set forth in the written notice. The parties will work cooperatively for an orderly transition. This Agreement (including its related Appendices and Exhibits) will automatically terminate on the earliest of the following dates:

(a) the date that all Benefit Plans for which related Services are provided under this Agreement have been terminated except for any post-termination processing period agreed to by FBMC; or

(b) the date that this Agreement or all of the Benefit Plans for which related Services are provided in accordance with this Agreement become illegal or are in violation of applicable law.

Termination of this Agreement (including its related Appendices and Exhibits) shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality,

privacy, and compensation provisions of this Agreement shall survive its termination.

5.9 Interpretations. The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party; and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

5.10 Governing Law and Venue. The Agreement, its related Appendices and Exhibits will be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Leon County, Florida.

5.11 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Employer, FBMC and their respective successors or assigns, any rights, remedies or obligations whatsoever.

5.12 Dispute Provisions. To the extent that any claim, controversy or dispute arising between the parties with respect to this Agreement cannot be resolved, then either party may institute legal proceedings. If either party shall retain or engage an attorney or attorneys to interpret or enforce this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of interpretation or enforcement, including reasonable attorneys' fees, whether or not suit is brought and through all appeals.

IN WITNESS WHEREOF, Employer and FBMC have caused this Agreement, its related Appendices and Exhibits to be executed in their names by their undersigned officers, the same being duly authorized to do so.

FBMC BENEFITS MANAGEMENT, INC.	THE CITY OF DESTIN, TEXAS
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

EXHIBIT A - SCOPE OF SERVICES

Upon the Effective Date of the Agreement, FBMC shall begin performing those services outlined below:

1. Negotiate all insurance renewal rates with current carriers and market group coverage to competing carriers.
2. Consult with City staff regarding the current benefit plan or alternate benefit plans.
3. Analyze the insurance needs of the City and provide written recommendations for changes where appropriate or dictated by changing market conditions.
4. Represent the City as requested in communications with all underwriters, claims adjusters, claimants, or other interested parties.
5. Provide a full range of services, including but not limited to risk exposures, risk identification, written analysis, and insurance placement, written recommendations, alternative service delivery mechanisms or other services as requested by the City or deemed necessary by the agent-broker.
6. Review each insurance policy, binder, certificate or other insuring document to ensure wording is complete, correct, and in compliance.
7. Be available to the City for consultation on a daily basis in performing obligations under this Agreement.
8. Advise the City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverages carried by or claims processing services provided to the City. This includes budget projections on future costs of benefits programs.
9. Assist with enrollment of newly hired employees, retirees, and COBRA members as well as terminations and changes for current employees; assist City staff with organizing open enrollments to include voluntary benefits plan enrollment, and employee education; and assist City staff in communicating benefit changes, including employee meeting presentations.
10. Agent-broker shall be knowledgeable of the Patient Protection and Affordable Care Act (PPACA) and associated laws of the health care reform legislation, and keep the City abreast of how the health reform will impact city.
11. Resolve billing problems and claims disputes of employee.
12. Design new programs or benefits. Upon the request of the City, the Agent shall provide expert assistance, and advice in the design of new benefits, and recommend new programs.
13. Work with carriers to obtain and provide utilization reports as available; analyze plan and market trends.
14. Other services as mutually agreed upon.

EXHIBIT B - SERVICE CHARGES

The Services identified in Exhibit A are paid for by the Employer and its employees through the portion of premiums or fees paid to FBMC Benefits Management, Inc. in the form of commissions on the following products and any other products or Benefits FBMC brokers, sells, or services on behalf of Employer or its employees, as outlined below:

Schedule of Fees RFP 18-10-HR			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.5%	N/A	
Group Dental Insurance	4.5%	N/A	
Group Vision Insurance	4.5%	N/A	
Group Life Insurance	10%	N/A	
Group Disability Insurance	10%	N/A	

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "Privacy Agreement") is entered into by and between The City of Destin, Florida (hereinafter the "Employer") in its individual capacity and on behalf of its Group Health Plan(s) (hereinafter the "Plan(s)") and FBMC Benefits Management, Inc., in its capacity as service provider to the Employer. This Privacy Agreement is incorporated into and made a part of the Master Services Agreement ("Service Agreement") entered into between Employer and FBMC. This Appendix is effective as of the earlier of (i) the date set forth below and (ii) the first date as of which FBMC creates, receives or maintains PHI on behalf of the Plan, and not necessarily the effective date of the Service Agreement into which this Privacy Agreement is incorporated.

Section 1. Scope and Purpose of Confidentiality Agreement.

Generally, this Privacy Agreement is intended to comply with the privacy and administrative simplification requirements set forth in 45 CFR Parts 160 and 164, Subparts A and E (the "Omnibus Rule"), which implements the HIPAA amendments under the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as may be amended from time to time. In entering into this Privacy Agreement, both the Employer and FBMC acknowledge that the Plan and the Employer are separate and distinct entities and that FBMC may perform services both on behalf of the Plan and also on behalf of the Employer in its capacity as Plan sponsor. FBMC is considered a "Business Associate" under the Omnibus Rule with respect to services it performs on behalf of the Plan, if any, and an "Agent of the Employer" with respect to services it performs on behalf of the Employer/Plan sponsor, if any. This Privacy Agreement sets forth the responsibilities of FBMC in its capacity as a Business Associate, as required by 45 CFR §164.504(e) (and is referred to by this Privacy Agreement as Business Associate when addressing its responsibilities to the Plan) and in its capacity as Agent of the Employer, as required by 45 CFR § 164.504(f)(2)(ii)(B) (and is referred to by this Privacy Agreement as "Agent of the Employer" when addressing its responsibilities to the Employer). This Privacy Agreement also sets forth the responsibilities of the Employer with respect to actions that affect FBMC's responsibility under this Privacy Agreement.

Section 2. Definitions. For purposes of this Privacy Agreement, the terms used throughout this Privacy Agreement shall have the following meanings:

2.1. "Breach" has the same meaning as that term is defined in 45 CFR § 164.402 and shall include the unauthorized acquisition, access,

use, or disclosure of PHI that compromises the security or privacy of such information.

2.2. "Designated Record Set" will have the same meaning given to the term "designated record set" in 45 CFR §164.501.

2.3. "EDI Rule" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

2.4. "Group Health Plan" will have the same meaning as the term "group health plan" in 45 CFR §160.103.

2.5. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009.

2.6. "Individual" will have the same meaning as the term "individual" in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.7. "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.8. "Protected Health Information" or "PHI" will have the same meaning as the term "Protected Health Information" in 45 CFR §160.103, limited to the information created, maintained, received or transmitted by Business Associate from or on behalf of the Plan. PHI will not include information created by FBMC as Agent of the Employer.

2.9. "Representative" will include the Business Associate's managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors.

2.10. "Required by Law" will have the same meaning as the term "required by law" in 45 CFR §164.103.

2.11. "Secretary" will mean the Secretary of the Department of Health and Human Services or his designee.

2.12. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR § 164.402.

Any terms used but not defined in this Privacy Agreement shall have the same meaning as those terms in the Omnibus Rule.

Section 3. Responsibilities of Business Associate.

3.1. *Scope of Responsibilities.* All services performed by FBMC in accordance with the Service Agreement other than those set forth in Section 4.2 herein will be considered performed on behalf of the Plan and are subject to the provisions set forth in this Section 3.

3.2. *Confidentiality.* At all times, both during and after the termination of its relationship with the Plan for any reason, Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in Sections 3.3 and 3.4 of this Privacy Agreement, and will hold and maintain the PHI in confidence. Business Associate will ensure that appropriate safeguards are in place to prevent the use or disclosure of the PHI otherwise than as permitted by this Privacy Agreement. Business Associate agrees to limit uses and disclosures of PHI to the minimum necessary information needed. Business Associate will not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan, except as permitted in Section 3.3(a)(iv) of this Privacy Agreement.

3.3. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Privacy Agreement, Business Associate may use or disclose PHI, provided that such use or disclosure of PHI would not violate the Omnibus Rule, as follows: (i) as permitted or required in this Privacy Agreement and in the Service

Agreement; (ii) as otherwise permitted by the Omnibus Rule; (iii) as Required by Law in accordance with 45 CFR §164.512; (iv) for the proper management and administration of Business Associate; (v) to fulfill any present or future legal responsibilities; (vi) for Data Aggregation services to the Plan (as defined in 45 CFR §164.501); or (vii) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR §164.514.

(b) Business Associate agrees to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by Employer in accordance with 45 CFR §164.528, and to provide such documentation to the Plan as it may request from time to time.

(c) In the event that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to such PHI that it maintains in a Designated Record Set to the Individual to whom the PHI relates in accordance with 45 CFR §164.524. Furthermore, at the request of the Plan, Business Associate agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by the Plan and to incorporate any amendments to PHI in accordance with 45 CFR §164.526.

(d) Business Associate may disclose PHI to its agents or subcontractors with a bona fide need to know such PHI, but only if, prior to such disclosure, such agents or subcontractors agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI.

3.4. Required Disclosures and Use. Business Associate may disclose the PHI revealed to it by the Plan if and to the extent that law or court order requires such disclosure. Further, Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Plan available to the Secretary, as requested by the Plan or designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.

3.5. Required Notice to Business Associate. In accordance with 45 CFR §164.520, and to the extent that such a limitation may affect Business

Associate's use or disclosure of PHI, the Employer, acting on behalf of the Plan, agrees to notify Business Associate of any limitation(s) in its notice of privacy practices, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI. The Employer, acting on behalf of the Plan, also agrees to notify Business Associate of any restriction to the use or disclosure of PHI that it has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.6. Required Notice to the Plan. Business Associate agrees to report to the Plan any use or disclosure of PHI otherwise than as provided by this Privacy Agreement within ten days of becoming aware of such use or disclosure. Notice to one of the employees designated by the Employer in accordance with Section 3.7 herein shall be considered notice to the Plan. To the extent such use or disclosure also constitutes a Privacy Breach, subsection 3.9 shall apply.

3.7. Disclosure to Employees of the Employer.

(a) Except with respect to disclosures under Section 3.2 and 3.3 of this Privacy Agreement, the Plan acknowledges and agrees that Business Associate shall only disclose PHI in its possession to the employees who are responsible for providing those services enumerated in the Service Agreement between the parties, in accordance with 45 CFR §164.504(f), and that such disclosures are solely for purposes of carrying out Plan administration functions that the Employer performs for its Group Health Plan.

Employer agrees to provide Business Associate with a list of names and positions with whom Business Associate may interact under 3.7(a) as Designated Persons. Business Associate shall have no duty to inquire whether the list of Designated Persons is accurate. If no list is provided, Business Associate shall deem any of Employer's employee with whom it interacts to be a Designated Person.

Employer shall indemnify and hold harmless Business Associate (and its employees) for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by the Employer or a Designated Person(s).

3.8 Security. Under the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 Subpart C, Business Associate shall:

(a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information as provided for by this Privacy Agreement; and,

(b) promptly inform Employer, as soon as reasonably practicable, of any use or disclosure of PHI not provided for by this Privacy Agreement. Business Associate shall provide such notice to Employer in accordance with 45 CFR § 164.410 of the Breach Notification Rules, subject to the law enforcement delay provided in 45 CFR § 164.412.

Business Associate shall have no responsibility to provide notice to individuals (45 CFR § 164.404), a media outlet (45 CFR § 164.406), or to the Secretary of the Department of Health and Human Services (45 CFR § 164.408).

Notwithstanding the above, Business Associate shall provide the following notices of any incident that, in Business Associate's reasonable determination, constitutes a Breach directly caused by Business Associate and directly related to the services Business Associate provides to Employer under the Service Agreement: (i) notice to affected individuals, including any substitute notice as necessary (in accordance with 45 CFR § 164.404) and (ii) if, required, concurrent notice to the Secretary of the Department of Health and Human Services ("HHS"). Business Associate shall also inform the Employer if notice to a media outlet is necessary (45 CFR § 164.406), and shall assist Employer in those notification efforts. Notwithstanding the foregoing, Business Associate shall not be responsible for providing or assisting with any notice to individuals, HHS, or a media outlet for Breaches caused by any person or entity other than Business Associate. For Breaches (as reasonably determined by Business Associate) discovered by Business Associate and caused by any person or entity other than Business Associate, Business Associate shall report to Employer without unreasonable delay its discovery of any such Breach.

Section 4. Responsibilities of Agent of the Employer.

4.1 *Scope of Responsibility.* It is agreed and understood that FBMC performs the services set forth in 4.2 on behalf of the Employer as agent of the Employer to assist the Employer with the obligation to the Plan. All such services set forth in Section 4.2 are necessary to assist the Employer with the Employer's responsibility to the Plan.

4.2 *Scope of Services.* The following services are performed by FBMC as Agent of the Employer:

- (a) services that facilitate and report the enrollment and disenrollment of employees and their eligible dependents in the Plan, and may include creation of health identification cards.
- (b) services that facilitate the collection and/or payment of premiums under the group health Plan(s).
- (c) services that facilitate claims review, repricing, adjudication and payment.

4.3 *Scope of Responsibilities of Agent of the Employer.* FBMC, as Agent of the Employer, agrees to the same conditions and restrictions set forth in Sections 3.2 through 3.7 herein to the extent such information received from Employer originated from the Plan (i.e., the information was once PHI). With regard to all other individual identifiable health information, FBMC agrees to use its best efforts to protect the confidentiality of such information, and to only use such information as necessary to perform services referenced in Section 4.2 or as otherwise required or permitted by applicable law.

4.4 *Electronic Data Interchange.* Employer acknowledges that Agent of the Employer is under no obligation to comply with the EDI standard transaction requirements set forth in 45 CFR Parts 160 and 162 and the security rules set forth in 45 CFR §164.302 et seq. with respect to services set forth in Section 4.2 herein.

Section 5. Term and Termination.

5.1 *Termination for Cause.* Upon Employer's knowledge of a material breach of this Privacy Agreement by FBMC, the Employer shall either:

- (a) provide an opportunity for FBMC to cure the breach or end the violation and terminate this Privacy Agreement and any agreement between the parties with respect to the services performed by FBMC for the Employer only if FBMC does not cure the breach or end the violation within the time specified by the Employer; or
- (b) immediately terminate this Privacy Agreement and/or any agreement between the parties with respect to the services performed by FBMC for the Employer if FBMC has breached a material term of this Privacy Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Employer shall report the violation to the Secretary.

5.2 *Effect of Termination on this Privacy Agreement.*

- (a) Upon termination of this Privacy Agreement, for any reason, FBMC shall return or destroy all PHI received from the Plan, or created or received by FBMC on behalf of the Plan except to the extent determine infeasible as set forth in (b) below. This provision shall apply to PHI that is in the possession of subcontractors or agents of FBMC. FBMC shall retain no copies of the PHI.
- (b) In the event that FBMC determines, in its sole discretion, that returning or destroying the PHI is infeasible, FBMC shall provide to the Plan notification of the conditions that make return or destruction infeasible. In the event that FBMC determines that return or destruction of the PHI is infeasible, FBMC will continue to extend the protections of this Privacy Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as FBMC maintains such PHI.

City of Destin



REQUEST FOR PROPOSALS

RFP #18-10-HR

Insurance Agent-Broker of Record

Fully Insured Group Health and Ancillary Employee Benefits

Response Prepared By:

Risk Management Associates, Inc., dba Public Risk Insurance Agency
A wholly owned subsidiary of Brown & Brown, Inc.

Robin Riley, GBA – Vice President / Account Executive

Melanie Stegall, GBDS – Account Executive

220 S. Ridgewood Avenue, Suite 210

Daytona Beach, FL 32114

(386) 239-5779

Closing Date: May 24, 2018, 2:00 P.M. CST

ELECTRONIC COPY



City of Destin
Request for Proposal #18-10-HR
Fully Insured Group Health and Ancillary Employee Benefits

	<u>Tab</u>
Letter of Transmittal	
Mandatory Proposer Requirements	
Qualifications and Experience of Firm	1
Qualifications and Experience of Staff	2
Understanding and Approach	3
Location and Accessibility	4
References	5
Schedule of Fees	6
Services	7
Required Documents	
Appendix D – Carrier Information	
Appendix E – Drug-Free Certification	
Appendix F – Public Entity Crimes Statement	
Attachments	
Sample Contract	
Sample Renewal Proposal	
Sample Employee Communications	
Sample Hidden Paycheck	

Letter of Transmittal

May 22, 2018

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, FL 32751

Re: RFP #18-10-HR—Insurance Agent-Broker of Record

Dear Mr. Bailey:

Public Risk Insurance Agency (PRIA), a wholly owned subsidiary of Brown & Brown, Inc., is excited to submit our response to The City of Destin's RFP for Insurance Agent – Broker of Record. We trust that you will find the response contained herein to be concise in demonstrating our understanding of the City's solicitation for a qualified professional insurance agency.

It is our intent to demonstrate our firm's willingness and ability to meet and exceed those requested in the RFP and the outlined Scope of Services. PRIA's philosophy is, and always will be, to ***exceed our clients' expectations while maintaining high professional and ethical standards.***

PRIA has been in the business of successfully serving the insurance needs of Florida's public entities for 26 years. Our staff of more than 20 insurance professionals are eager to serve as the strategic business partner the City is seeking in this RFQ. Our three main objectives will be the following:

- Enhance the City of Destin's Employee Benefits Program
- Improve Overall Population Health
- Lower the City's Total Cost

Our Company

Brown & Brown, Inc. was founded in 1939 in Daytona Beach, Florida where our headquarters remain today. From a small Florida company, we have grown to become ranked as the 6th largest insurance intermediary in the World by *Business Insurance Magazine*. Brown & Brown has over 200 offices nationwide with 53 offices located in Florida. We have also grown to more than 8,300 teammates nationally, including more than 2,500 in Florida alone.

PRIA's Footprint

PRIA is the specialty brokerage unit within Brown & Brown, Inc., exclusively handling Florida's governmental entities. We possess the unique combination of a "boutique" public entity brokerage backed by the large-scale resources of our global company. This unique combination allows us to negotiate better terms and conditions, create specific service plans based on our client's objectives, and simultaneously to provide concierge-level service.

We encourage you to call our references to confirm our level of expertise, service commitment, and dedication to the objectives above, year-over-year.

The person authorized to bind PRIA in agreements and contracts is Mr. Matthew Montgomery. Contact information for Mr. Montgomery is as follows:

Matthew Montgomery, Executive Vice President
P.O. Box 2416
Daytona Beach, FL 32115
Email: MMontgomery@bbpria.com
Voice: (386) 239-7245
Fax: (386) 239-4049

Enclosed are all required documents and information. Every effort was made to concisely provide all requested information, all required completed forms, and succinctly illustrate our understanding of the required scope of services. In addition to the previous, we have listed other services provided by, or recommended by PRIA. We support Wellness Committees, Insurance Committees, Claims Committees and /or HR Staff for nearly all employee benefits clients. The only subcontractors we use in our representation of our clients are Miller Johnson, a federal healthcare specialty law firm, and -HR Workplace, an HR training, development and advisory company.

Please consider this signed document as evidence that this proposal is in all respects fair and in good faith, without collusion or fraud.

Kind regards,



Matthew Montgomery
Executive Vice President

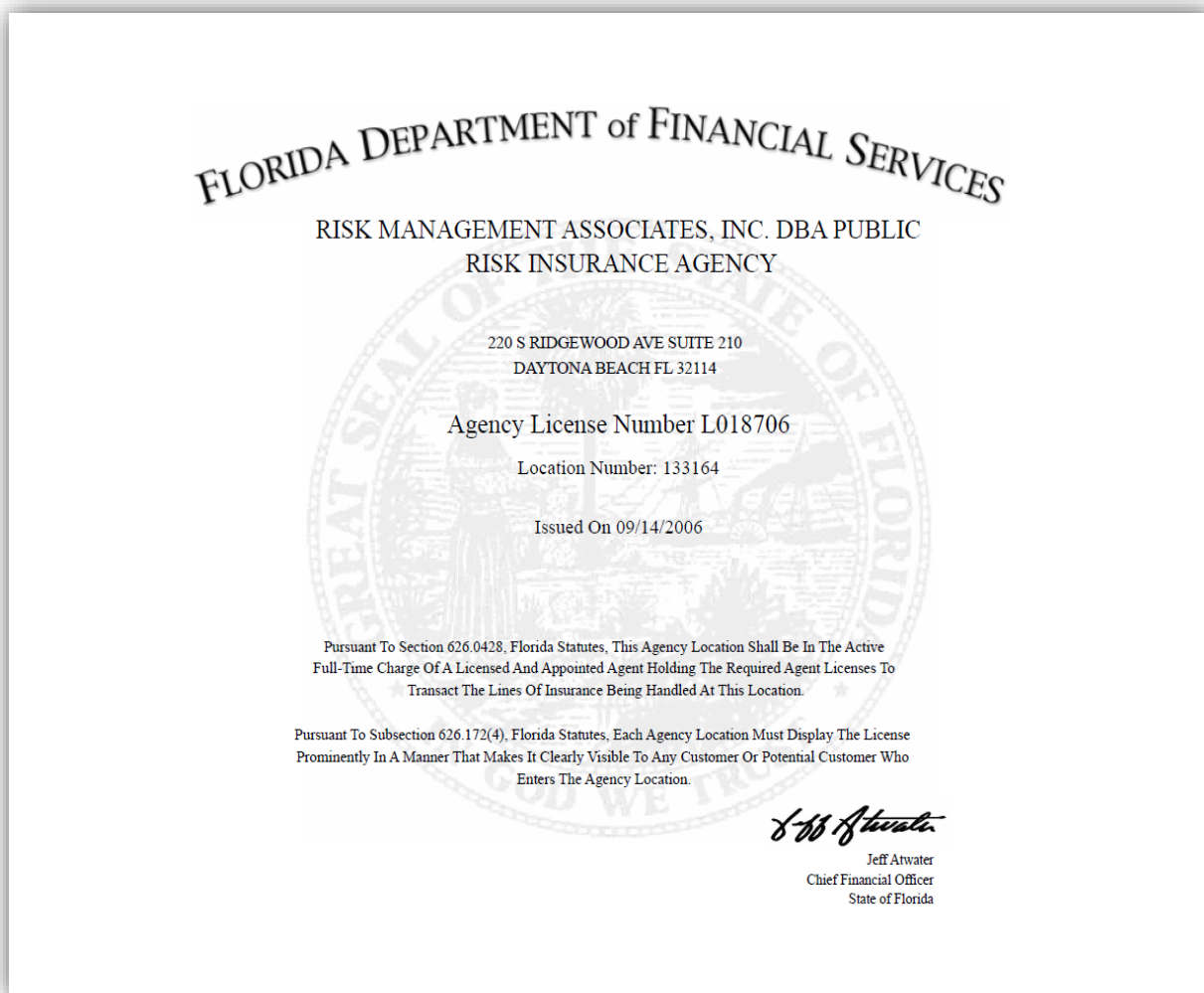
Mandatory Proposer Requirements

Mandatory Proposer Requirements

1. *The proposer must be willing and able to place business with all of the City's existing providers as outlined in **Appendix A** of this RFP. This does not mean the City intends to maintain its current carriers; but, would if considered advantageous to the City. Additionally, business with other carriers in health, dental, vision, life and disability lines must be actively operating in the City's market and have viable preferred provider organizations (PPO) networks for health, dental and vision.*

PRIA confirms we are willing and able to place business with all of the City's existing providers as outlined in Appendix A of this RFP.

2. *The proposer must provide a copy of their State of Florida Insurance License.*



Mandatory Proposer Requirements

4. *The proposer and all staff assigned to the City's account shall possess and keep in force all licenses and permits required to perform the services of this Agreement.*

Licensee Details

Demographic Information

Name of Licensee: RILEY, ROBIN RENEE
License #: A220645
Business Location: DAYTONA BEACH,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VARIABLE ANNUITY (0214)	6/5/1999	YES
LIFE & HEALTH(0218)	6/5/1999	YES
HEALTH(0240)	7/9/1997	YES

Licensee Details

Demographic Information

Name of Licensee: BONNER, TIFFANY ANNE
License #: W174664
Business Location: DAYTONA BEACH,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH (0215)	5/16/2014	YES

Licensee Details

Demographic Information

Name of Licensee: STEGALL, MELANIE K
License #: W295406
Business Location: DAYTONA BEACH,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH(0215)	12/8/2015	YES

Licensee Details

Demographic Information

Name of Licensee: MONTGOMERY, MATTHEW ROBERT
License #: W162587
Business Location: DAYTONA BEACH,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH(0215)	10/4/2013	YES
GENERAL LINES (PROP & CAS)(0220)	1/9/2014	YES

Licensee Details

Demographic Information

Name of Licensee: MARRA, FRANCENE
License #: W132492
Business Location: SOUTH DAYTONA,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH (0215)	2/27/2013	YES

Licensee Details

Demographic Information

Name of Licensee: FAIRCLOTH, ROBIN LEE
License #: A295946
Business Location: DAYTONA BEACH,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
SURPLUS LINES(0120)	10/16/2006	YES
LIFE INCL VAR ANNUITY & HEALTH (0215)	8/16/2002	YES
GENERAL LINES (PROP & CAS)(0220)	7/2/1998	YES

Licensee Details

Demographic Information

Name of Licensee: HATHAWAY, MORGAN LYNN
License #: W240263
Business Location: DAYTONA BEACH,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH (0215)	2/13/2015	YES

4. *The proposer or any key staff must not have been convicted of a Public Entity Crime. A notarized statement is required. (See **Appendix F**)*

Please see Appendix F.

5. *The proposer must be HIPAA compliant and have trained employees on the requirements of the law.*

PRIA confirms our office and employees are HIPAA compliant and trained on the requirements of the law.

6. *Describe training, experience and/or certifications obtained with respect to the Patient Protection and Affordable Care Act (PPACA), Affordable Care Act (ACA), and Health Care Reform.*

Please see Tab 2: Qualifications and Experience of Staff.

7. *Provide a sample of a proposed contract for your firm's services. The general terms and conditions provided in this RFP will be integrated within your proposed contract. Do not include any "evergreen" renewal clauses. Include City indemnification and insurance coverage (general, employers & professional liability, workers' compensation and auto) clauses.*

Please see the Attachments Tab for a copy of our Sample Contract, which is subject to final negotiations and legal approval.

Tab 1:

Qualifications and Experience of Firm

Our Company

Brown & Brown, Inc. was founded in 1939 in Daytona Beach and has since grown to be the largest insurance intermediary in Florida and the 6th largest in the world. That growth has pushed our company beyond 200 offices nationwide, with nearly 9,000 teammates. In Florida, we have more than 53 offices, comprised of more than 2,500 teammates responsible for annual insurance premiums in excess of \$2.5 Billion.

Our company, publicly traded on the New York Stock Exchange (Symbol: "BRO"), recently announced an exciting partnership with the State of Florida, Volusia County and the City of Daytona Beach to build our new Corporate Headquarters in Downtown Daytona Beach. This will secure for the future our place as the largest insurance broker in Florida and ensure that our future remains rooted here.

"TO UNDERSTAND THE VALUE OF OUR TEAM AND OUR QUALIFICATIONS, IT IS IMPORTANT TO GRASP THE CAPABILITIES AND ACHIEVEMENTS OF OUR COMPANY, AS A WHOLE. THIS SERVES AS A FOUNDATION FOR EVERYTHING WE DO, INCLUDING THE OUTSTANDING RESULTS WE HAVE ACHIEVED."

In Pursuit of Protecting Your Most Valuable Asset:

YOUR PEOPLE

PRIA's Footprint

As the Florida-based governmental division of Brown & Brown, PRIA has excelled in the public entity business for more than 26 years, specifically the Panhandle since 2007. PRIA is the largest and most proficient public entity insurance broker in the state with more than 250 Florida municipal clients.

The PRIA team is comprised of 23 insurance professionals, with more than 300 years of combined insurance experience. We are solely focused on servicing PRIA clients, which are exclusively governmental entities within the State of Florida. The entire team is also cross trained and educated on all accounts to maintain continuity and exceptional service standards. PRIA's proactive approach includes establishing a calendar of expectations with the clients to outline their insurance program expectations to ensure that PRIA is aware of their schedule and requested attendance. This includes communication, expectations and reporting requirements. It is our service practice to immediately identify and document client expectations to meet those needs on a daily and on-going basis.

PRIA Highlights

- PRIA currently represents over **250** of Florida's governmental entities
 - o 22 Counties
 - o 65 Cities
 - o 7 Public School Districts
 - o 7 Public Universities
 - o *The State of Florida (Property & Liability Broker)*
 - o Many other Special Taxing Districts
- ***Only retail agency in Florida 100% committed to Florida's public entities.***
- PRIA has served **Florida governments exclusively** for more than 26 years.
- We place more than **\$125 million of annual premiums** for our Florida clients
- Team Includes 23 insurance professionals
 - o Personnel have over **300 years** of combined insurance experience
 - o All staff members are encouraged to continue their pursuit of knowledge by continuing educational endeavors.
 - o Most staff have professional insurance/risk designations, including:
 - Bachelor of Science – Risk Management/Insurance and Finance
 - GBA – Group Benefits Associate
 - GBDS – Group Benefits Disability Specialist
 - ARM – Associates in Risk Management
 - RMPE – Completion of Risk Management for Public Entities course
 - CIC – Certified Insurance Counselor
 - CISR – Certified Insurance Service Representative
 - CRM – Certified Risk Manager
 - CSRM – Certified School Risk Management
- Professional Affiliations - PRIA is involved and committed to industry organizations to include:
 - o Florida Educational Risk Management Association (FERMA)
 - o Florida School Board Association (FSBA)
 - o Risk Management Society (RIMS)
 - o Public Risk and Insurance Management Association (PRIMA)
 - o National Organization of Life & Health Agents (NOLHA)
 - o Florida Association of Counties (FAC)
 - o Florida City and County Managers Association (FCCMA)
 - o Florida Governmental Finance Officers Association (FGFOA)
 - o Florida League of Cities (FLC)
 - o Florida Public Personnel Association (FPPA)
 - o Florida Association of Special Districts (FASD)
 - o Florida Public Human Resources Association (FPHRA)

Negotiating Power

The volume of business and insurance premiums that Brown & Brown places with the major carriers in Florida and the U.S. has propelled us to preferred status with nearly every insurance carrier in the market. Thus, we receive a wealth of enhanced services that are advantageous for our clients. These services include but are not limited to:

- Dedicated support staff to address billing and claims issues
- Access to underwriters at renewal
- Enhanced negotiating power

It is our mission to utilize market forces and competition in the marketplace in the pursuit of competitive insurance placements for our clients every year. This concept underlines one of our core business principles: ***Always do what is right for the client.*** We are constantly focused on the balance between holding the market's interest while simultaneously conducting competitive processes in a professional manner.

Our quality control guidelines require placement with insurance carriers that have achieved an A.M. Best rating of "A-" or higher, ensuring financial and long-term stability.

Below is a table illustrating the carriers in which we currently hold *Preferred* status:

Preferred Carrier Partners				
Advantica	Aetna	Aflac	AIG	All Savers (UHC)
Allstate	American Heritage Life	Ameritas Life Ins. Corporation	Arch Insurance	Assurant
Avesis	Avmed Inc	Blue Cross Blue Shield	Capital Health Plan	CIGNA
Colonial Life	CompBenefits	Concert Health Plan	Coresource	Coventry Health Plan of FL
Davis Vision	Delta Dental	Excellus	EyeMed Vision Care	FL Combined Life
Florida Health Care	Gerber Life	Guardian	Hartford	Health First
HCC Life	HM Insurance	Horizon	Humana	Kaiser
Liberty Mutual	Lincoln Financial	MetLife	Minnesota Life	Munich Re
Mutual of Omaha	National Union Fire	Neighborhood Health Partnership	Principal	Prudential
Reliance Standard	Renaissance Dental	Standard Insurance	Standard Security Life	SunLife of Canada (US)
Superior Vision	Symetra	UMR	United Concordia	United HealthCare (UHC)
UNUM	Vision Service Plan	Wellnet	Wellpoint	

In addition to the vast list of medical and ancillary carrier partners that PRIA has access to, we understand there is more to an employee benefits program than just the insurance. Compliance and value-added services that can enhance and protect the program as well as the City's employees are highly important. Such services as COBRA, HIPAA, ACA, Health Savings Accounts (HSA) to compliment a High Deductible Health Plan (HDHP), Section 125 Plans.

PRIA, as part of the Brown & Brown family, has access to vast resources to administer and assist in such services listed in the previous paragraph. Specifically, we utilize the expertise of HR Workplace Services where HR, HIPAA and compliance are concerned.

In addition to HR Workplace Services, PRIA enlists the expertise of ERISA attorney Mary Bauman of Miller Johnson, P.A. to keep us at the forefront of all industry and ACA updates and changes. These relationships have enabled PRIA to be proactive and assist our clients to prepare for any upcoming changes that may have an impact on their employee benefit programs. Please see Mary Bauman's bio below:



Mary V. Bauman is a member of the firm Miller Johnson and her practice is focused on representing employers with regard to employee benefits and executive compensation.

Employee Benefits

Ms. Bauman works with employers in establishing, amending, and terminating employee benefit plans of all types. The types of plans include health plans, retiree health plans, Section 125 plans, disability plans, 401(k) plans, defined benefit pension plans, 403(b) tax-sheltered annuity plans and 457 deferred compensation plans.

While Ms. Bauman counsels employers in all aspects of their employee benefit program, her primary focus is on health and welfare benefits. Not only does Ms. Bauman prepare plan documents and summary plan descriptions for these benefits, but she also often plays a consulting role to help the employer strategize for ways to better control plan costs and achieve human resources objectives in connection with a plan. In providing this representation, Ms. Bauman has worked with insurance regulators in the state of Michigan as well as several other states. Ms. Bauman has also represented employers that have been under investigation or audit with the IRS and the U.S. Department of Labor in connection with their employee benefit plans.

Employee benefit compliance is becoming increasingly challenging. Ms. Bauman works with employers in complying with various laws affecting health and welfare benefit plans such as the Patient Protection and Affordable Care Act (also known as Health Care Reform), the HIPAA privacy and security rules, COBRA, and the Medicare Part D regulations.

Ms. Bauman works for numerous for-profit employers, ranging in size from a single employee to companies with up to 90,000 employees. She also represents several publicly traded companies. Tax-exempt employers engage Ms. Bauman for employee benefit services. Ms. Bauman represents several churches and church-related organizations, as well as numerous hospitals, school districts and municipalities. Ms. Bauman represents several clients who perform various aspects of employee benefit administration. Working with these clients has provided useful practical knowledge as to how employee benefit administrative relationships between employers and employee benefit administrative businesses can more effectively work together.

Health Care Reform

In 2010, Miller Johnson established a Health Care Reform Team to assist clients in addressing the multitude of issues arising in connection with the new health care reform legislation. Because the most significant changes affect employers with respect to their health benefit plans, Ms. Bauman was the natural choice to lead the firm's initiative in this effort. The Health Care Reform Team is committed to informing clients of new regulations as they are released in order to ensure compliance. This communication is accomplished through publications like the Health Care Reform Priority Alert newsletter and our Client Alert emails, in addition to webinars and seminars.

Approach to the Practice of Law

Ms. Bauman believes in breaking down the technical and complicated employee benefit rules into understandable terms for her clients. She also understands the importance of identifying the most critical issues for employers to consider and giving them a clear understanding of the advantages and disadvantages of their key options. To accomplish this, Ms. Bauman drafts legal documents in plain English and the documents are sent to the client with an extensive cover letter that is intended to be a roadmap in reading and understanding the document.

Ms. Bauman is the chair of Miller Johnson's Employee Benefits Practice Group. This group recognizes the challenge for employers to stay current on new employee benefit developments. To assist the firm's clients, Ms. Bauman, along with the other members of the firm's Employee Benefits Practice Group, notify clients of key new legal developments in periodic Client Alert e-mails. Clients appreciate this proactive approach in keeping them informed of legal changes. The Employee Benefits Practice Group also conducts workshops and seminars regarding timely issues.

Professional Activities and Honors

Mary V. Bauman is recognized as a 2012 Client Service All-Star by BTI Consulting. She was one of only 272 attorneys worldwide to receive this recognition. Ms. Bauman was the only woman in Michigan named as an All-Star that year, along with three other men, and one of only three attorneys in her practice area (employee benefits) to receive this honor. Client Service All-Stars are driven by these five factors: exceptional understanding of the client's business, tools to deliver a keen understanding of the client's business, outstanding results, outsized value, and legal skills. She was acknowledged as one of the "50 Most Influential Women in West Michigan." This recognition by the Grand Rapids Business Journal is based on professional achievements and community contributions. Ms. Bauman was one of the 20 women honored by Michigan Lawyers Weekly for 2011 "Women in the Law." This honors and recognizes her commitment to excellence in the practice of law, accomplished leadership, successful mentorship, and significant contributions to volunteerism.

Ms. Bauman is recommended by Chambers USA for Employee Benefits & Executive Compensation. She is listed in the “Best Lawyers in America®” for Employee Benefits (ERISA) Law and recognized as a Michigan “Super Lawyer” for Employee Benefits/ERISA. Ms. Bauman was named as Best Lawyers Grand Rapids Employee Benefits (ERISA) Law Lawyer of the Year in 2015 and 2017. She is a member of the Grand Rapids Bar Association, State Bar of Michigan and American Bar Association. She is also involved in the Taxation section of the American Bar Association.

Ms. Bauman served on the Leadership Council on Legal Diversity Pipeline Committee. This committee’s focus is on strategies to increase the numbers of diverse students who choose law school and move on to careers in the law. She has also served as Miller Johnson’s Diversity Partner and chaired the Diversity Council which leads the firm initiatives to further establish and advance Miller Johnson’s historic commitments to diversity among attorneys, employees, and vendors. She received the 2011 Legacy Award along with several other Grand Rapids lawyers for professional and personal contributions in promoting diversity in the community. Ms. Bauman was a member of the firm’s management committee and served as vice-chair.

Articles and Presentations

Ms. Bauman writes and speaks on a variety of employee benefit subjects. Recent activity includes:

- * Ms. Bauman spoke on Health Care Reform to various groups including the various chapters of the Society for Human Resources Management, the West Michigan Chapter of the Associated Builders and Contractors, the Michigan Chamber of Commerce, and the Michigan Community Colleges Human Resources Association*
- * Ms. Bauman presented at an Association of Corporate Counsel webinar regarding the future of ACA*
- * Ms. Bauman led webinars regarding HIPAA/HITECH compliance and COBRA Compliance sponsored by the Michigan Chamber of Commerce*

Community Activities

Ms. Bauman currently serves on the Board of Trustees of Hope College and was previously the chair of the board from 2011 to 2016. She is the first woman to serve in that role in the history of the institution. She was a member of the West Michigan Regional Advisory Council for Inforum – a professional women’s alliance. In the past, she has served on the board of trustees of the Forest Hills Educational Foundation, as treasurer and a member of the board of directors of Arbor Circle Corporation; and a member of the board of directors of HHS, Health Options. Ms. Bauman was chair of the insurance committee and a member of the Board of Benefit Services for the Reformed Church in America; and Academic Affairs chairperson and a member of the board of trustees of Western Theological Seminary.

Education

Ms. Bauman received her law degree, summa cum laude, from the Thomas M. Cooley Law School. She also received a bachelor’s degree, cum laude, from Hope College. She is admitted to practice law in the State of Michigan.

HR Workplace Services

This **exclusive** partnership provides our clients with access to a dedicated HR advisory team, a massive document library and additional consulting services for long-term planning and more complex issues. HR Workplace is also a useful resource for guidance on issues including, but not limited to: COBRA, HIPAA, Section 125, HDHP/HSA, FMLA and ACA.

HR WORKPLACE SERVICES

Do You Know Your Liabilities and Responsibilities?

Critical Issues For All Employers

As an Employer, you have many responsibilities and legal requirements. The government through the DOL, IRS and other entities is auditing and penalizing companies of ALL sizes who fail to comply. The fines alone can cause financial hardship or bankruptcy. And in some cases, you or your personnel may have personal liability!

Reporting to the IRS re: ACA Compliance – As part of the changes in healthcare, your company is required to report its contribution to the health plan of your employees. Tracking of this requirement commenced in January 2015.

- Self-insured plans of any size must report.
- Fully-insured plans of 50 employees or over must report.

FMLA – Family and Medical Leave Act (FMLA) was established for employers of 50 or more employees with leave entitlement while receiving job protections for health related conditions for a period of time.

- Are you properly communicating FMLA employment entitlement under the law and administering the leave process effectively without violating employee rights?
- Is your company aware of and administering the leave process with state leave requirements?

ERISA – The Employee Retirement Income Security Act (ERISA) is a federal law that establishes the standards of Pension and Health & Welfare plans, fiduciary administrative responsibilities and determines the rights of Plan participants. It also provides information to all affected parties regarding the criteria for enforcement and violations.

- Do you know who your plan fiduciary is?
- Are all fiduciary responsibilities being met – would you be able to successfully complete an audit?!

HIPAA – The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in health plans, including enforcing the manner in which PHI is used and disclosed.

- Does your company HIPAA Manual incorporate the most recent requirements expanding and enforcing entity/ business associate responsibility? Are you ready to address a PHI violation should there be a breach?
- Who is your company's PHI Privacy / Security Officer?
- Are you ready for a HIPAA Audit (DOL/HHS/IRS/EBSA)?

Advisory | Consulting | Technology | Compliance

866.691.7757

Support@HRWorkplaceServices.com

Quality Control

PRIA takes pride in delivering the highest quality products and services for our clients. To ensure we continue to do so, we have strict quality control guidelines in place. Our office only conducts business with carrier partners that are A- rated or higher by A.M. Best to ensure financial and long-term stability. In addition to PRIA's internal quality control measures, we regularly request our vendor partners provide performance guarantees as we expect the highest level of service and accountability.

To ensure the highest quality of service, PRIA consistently reviews the team's workload and may adjust as necessary to ensure our account representatives have a balanced book of business so they have the ability to continue to provide client service at the highest level. Our average client is approximately 100 employees. The City of Destin's size is very comparable to the clients that we work with every day. At this time, there are no impending changes that could impact the delivery of services that PRIA offers. We commit to continuing to deliver concierge service each and every day.

Tab 2

Qualifications and Experience of Staff

"THIS IS AN IMPORTANT AND DISTINCT ADVANTAGE FOR OUR TEAM; BY BUILDING A CULTURE OF DOGGED DISCIPLINE, CREATING A TEAM FOCUSED EXCLUSIVELY ON PUBLIC ENTITIES, AND GIVING THAT TEAM ACCESS TO THE RESOURCES AND CAPABILITIES OF THE LARGEST INSURANCE INTERMEDIARY IN THE STATE OF FLORIDA, PRIA HAS THE ABILITY TO DELIVER UNRIVALED RESULTS AND DEVELOP DEEPLY MEANINGFUL PARTNERSHIPS WITH OUR MUNICIPAL CLIENTS."

PRIA offers the unique combination of a "boutique" public entity brokerage with the resources of a large national broker that allows us to negotiate better terms and conditions, create specific service plans based on our client's goals and objectives, as well as provide the best service to our clients. We are a completely independent agency with no vested interest in any insurance carriers or insurance trusts. PRIA operates as a truly unbiased broker/consultant with focus solely on doing what is best for our clients.

Robin Riley, GBA—Vice President / Account Executive

Phone: (386) 239-4051 **E-mail:** rriley@bbpria.com



Ms. Riley will be the Team Leader responsible for oversight of the City's employee benefits program. This includes the review, analysis, design, marketing and negotiating with insurers and other service providers.

Ms. Riley has over 20 years of insurance industry experience that includes 18 years of self-funding and governmental entities. Her expertise is drawn from her experience in all primary areas of the group benefits arena. Her time as an insurance professional includes positions with a carrier, a third-party administrator/self-funding facilitator and insurance broker. Ms. Riley will use these diverse abilities to provide viable options and advise on the plans that best meet the needs of the City. She has received her certification with the Patient Protection and Affordable Care Act (PPACA), Group Benefits Associate (GBA) designation and is now working toward the Certified Employee Benefits Specialist. She graduated from United Healthcare's Knowledge Institute and Cigna's Advanced Technical and Alternate Funding Program. She holds her 2-15 License for Life, Health and Variable Annuities.

Her areas of specialization include but are not limited to:

- Analyzing, designing, marketing and negotiating with insurers (underwriters & actuaries) and other service providers at renewal for all lines of coverage, including onsite health care centers
- Providing preliminary renewal data for budgeting purposes prior to contract renewal
- Assisting the City's HR with long range planning & strategies to reduce costs
- Implementing wellness strategies
- Benchmarking programs offered by local entities of similar size and scope
- Attending the City's budget and/or other negotiation meetings
- Assisting with all employee and staff escalated issues
- Educating the City on compliance and health reform topics
- Providing seminars on any topic of interest to the City's staff, management & employees'
- Presentations to Public Entity Boards, Commissions and Councils
- Alternative Funding Analysis & Self-Funding
- Plan Design Analysis
- Executive Claim Reporting on the health insurance, PBM and onsite health care center
- Onsite Wellness Centers – evaluation, implementation and ongoing services

Melanie Stegall, GBDS—Account Executive

Phone: (386) 239-5779 **E-mail:** mstegall@bbpria.com



Ms. Stegall will serve as the day-to day contact for the City. She will work closely with Robin Riley on all review, design, analysis, marketing and negotiations related to the City's employee benefit program. She will be responsible for continuous management of your account beyond the services provided at renewal to ensure a strong partnership with the City.

Melanie is a graduate of Kansas State University where she earned her Bachelor of Science degree in Business Management. She has earned her Group Benefits Disability Specialist (GBDS) designation, candidate for Group

Benefits Associate (GBA) and holds her State of Florida 2-15 License for Life, Health and Variable Annuities.

Her areas of specialization include but is not limited to:

- Analysis, design, marketing and negotiating with insurers (underwriters & actuaries) and other service providers
- Providing preliminary renewal data for budgeting purposes prior to contract renewal
- Reviewing the City's policies and endorsements for accuracy and ensuring compliance
- Communicating with the City's Human Resource and Management Teams regarding all aspects of the insurance placement and benefit enrollment process.
- Providing claims analysis to monitor the City's benefit plans, utilization and financial impact
- Assisting the City's HR and Management Teams with short and long-term planning & strategies
- Implementation of wellness strategies
- Benchmarking programs offered by local entities of similar size and scope
- Attending the City's budget and/or other negotiation meetings
- Assisting with all employee and staff escalated issues
- Educating the City on compliance and health reform topics
- Providing seminars on any topic of interest to the City's staff, management and employees

Francene Marra—Account Representative

Phone: (386) 239-5769 **E-mail:** fmarra@bbpria.com



Ms. Marra will function as the City's dedicated Account Manager. She will be an additional day-to-day contact for your human resources staff and/or employees regarding your employee benefit programs. She has been with PRIA since 2013, and has over 7 years of insurance industry experience; working as a claims advocate, maintaining medical records and filing claims. Ms. Marra holds her 2-15 Life, Health and Variable Annuities License.

Ms. Marra specializes in personally assisting with claims tracking and management on behalf of our clients' employees. Her exceptional customer service skills and commitment to client satisfaction make her a valuable addition to the service team.

Areas of specialization include but are not limited to:

- Online enrollment implementation and renewal
- Provider network relations
- Section 125 Plan Audits
- COBRA
- HIPAA / PPACA
- Claims Advocacy & Assistance
- Health and Benefit Fairs
- Enrollment & Eligibility

Morgan Hathaway—Account Representative

Phone: (386) 239-4067 **E-mail:** mhathaway@bbpria.com



Ms. Hathaway serves as a back up to our team ensuring all eligibility and service issues are resolved in a timely manner. She has been with PRIA since 2014 and has 8 years of Human Resource experience from her prior employer, Daytona State College. Ms. Hathaway is an alumna of Daytona State College's Supervision and Management program and working towards her MS/MBA for Risk Management and Insurance at Florida State College. She holds a 2-15 Life, Health and Variable Annuities license for the state of Florida.

Ms. Hathaway's areas of specialization include but are not limited to:

- Assisting the City's employees with settling claims disputes and/or grievances
- Assisting with the processing of enrollments, terminations, changes & COBRA notifications as needed
- Assisting employees with care coordination, prior authorization approval, verifying benefits with providers, accessing specialized provider services and prescription authorization
- Ensuring timely issuance of any new or amended policies from carriers
- Maintaining and providing benefit summaries on all lines of coverage
- Drafting employee communication materials as needed
- Expediting employer resolution of contractual, coverage, eligibility and billing disputes
- Providing expert information regarding benefits issues

Tiffany Bonner - Marketing Analyst

Phone: (386) 239-5792 **E-mail:** tbonner@bbpria.com



Ms. Bonner will be responsible for assisting Robin Riley and Melanie Stegall with the full marketing of the City's employee benefit programs. Tiffany has been with Brown & Brown since 2013 and PRIA since 2017. She holds her 2-15 Life, Health and Variable Annuities license for the state of Florida and is a 2012 Graduate of the University of Central Florida.

Ms. Bonner's specialization includes but are not limited to:

- Advanced knowledge of health insurance markets and products
- Responsible for identifying qualified products and appropriate carrier opportunities to improve benefit programs and manage costs
- Tracking and communication of notice of carrier financial status change so that clients are notified in advance of any negative change in status
- Development and implementation of wellness initiatives

Matthew R. Montgomery—Executive Vice President,
Phone: (386) 239-7245 **E-mail:** mmontgomery@bbpria.com



Mr. Montgomery is responsible for the executive oversight of PRIA. He has 15 years of experience in Federal and State Government. He served as Legislative Affairs Director and Deputy Director for the Florida Department of Highway Safety and Motor Vehicles, Florida Department of Agriculture and Consumer Services respectively, before pursuing his present career in public entity risk management.

Mr. Montgomery earned his Bachelor of Arts degree from Florida State University and holds his 2-15 Life, Health and Variable Annuities and 2-20 General Lines licenses in the State of Florida.

Robin Faircloth, CISR - Director of Operations
Phone: (386) 239-4044 **E-mail:** rfaircloth@bbpria.com



Ms. Faircloth oversees the day-to-day operations of the PRIA office. She is responsible for monitoring all processes and procedures and maintaining quality control standards for the office. She has over 20 years of insurance industry experience. Robin earned her Risk Management/Insurance and Finance degree from Florida State University. She holds her 2-15 Life, Health and Variable Annuities, 2-20 General Lines and 1-20 Surplus Lines licenses in the State of Florida.

- Risk Management for Public Entities (RMPE) designation
- Certified Insurance Service Representatives (CISR) designation
- Certified School Risk Manager (CSRM) designation

Paul Dawson, ARM-P – Senior Vice President
Phone: (386) 239-4045 **E-mail:** pdawson@bbpria.com



Mr. Dawson serves as the Account Executive for the City of Destin's Property & Casualty program. He is ultimately responsible for analyzing and designing the insurance program, marketing, negotiating with insurers and other service providers. Paul has over 22 years of public entity insurance/risk management experience. He currently serves as the Account Executive for several clients in the Panhandle including: **City of Fort Walton Beach, City of Chattahoochee, City of Chipley, City of Tallahassee, Okaloosa County, Santa Rosa County, Wakulla County and ECUA.**

Robin Riley, GBA
Benefits Account Executive

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

May 2008 to present. Benefits Account Executive

Responsibilities include direct consulting with clients to identify, analyze, develop and design employee benefit programs for Municipalities and Special Districts. Professional client services include claim reports, benchmarking, compliance updates, Affordable Care Act employer compliance and employee education, marketing benefits, insurance carrier negotiations and contract review. Effective and efficient communication methods for elected board presentations, committee meeting participation, and union negotiations.

Coastal Financial Group

June 2006 – April 2008. Sales Executive

Sale of employer group and individual health, dental, vision, short and long-term disability and life insurance products for various companies. Marketing of health insurance products.

FBMC – Third Party Administrator

December 2001 – June 2006. Sales Executive / Account Manager

Maintain book of business for the Savannah, GA area where all employer groups are self-funded. Monitored claims reporting monthly and met with staff to review quarterly claim reports. Responsibility includes placing Stop Loss Insurance for my current accounts as well as new business accounts and providing service support.

Brown & Brown – United Benefits

October 1991 – December 2001

Monitored claims reporting monthly and met with staff to review quarterly claim reports. Responsibility includes placing Stop Loss Insurance for my current accounts as well as new business accounts and providing service support.

EDUCATION

Asheville Buncombe Technical College – Business Administration
Health Care Reform Certification
Group Benefits Associate, Part of CEBS Designation (GBA)

LICENSES

2-14 Life & Variable Annuity License, State of Florida
2-18 Life & Health License, State of Florida
2-40 Health Endorsement, State of Florida

PROFESSIONAL AFFILIATIONS

NAHU - National Association of Health Underwriters
SRLC – Suwannee River League of Cities
NWFLC – Northwest Florida League of Cities

Melanie Stegall, GBDS
Benefits Account Executive

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

November 2015 to present. Benefits Account Executive

Responsibilities include direct consulting with clients to identify, analyze, develop and design employee benefit programs for Municipalities and Special Districts. Professional client services include claim reports, benchmarking, compliance updates, Affordable Care Act employer compliance and employee education, marketing benefits, insurance carrier negotiations and contract review. Effective and efficient communication methods for elected board presentations, committee meeting participation, and union negotiations.

PNC Bank

June 2006 – November 2015 Branch Manager

Responsibilities include small business development including, but not limited to, consulting with clients on their business's financial standing, analyzing current accounts and financial programs currently being used and recommending enhancements or opportunities to save on cost and increase cash flow. Managed a team of 7 to work as a team to work efficiently and effectively meet and exceed branch goals as well as client expectations.

EDUCATION

Kansas State University, BS Degree, Business Administration
Group Benefit Disability Specialist-GBDS Designation

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

PROFESSIONAL AFFILIATIONS

VLOC-Volusia League of Cities
Tampa PRIMA
FASD-Florida Association of Special Districts

Francene Marra

Employee Benefits Service Team Leader

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

January 2013 – Present. Employee Benefits Service Team Leader

Responsibilities include working with public entity benefit clients. This includes the day to day servicing of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Account Executives.

Duvasawko ED Billing and Management Solutions

November 2008 – January 2013. Medical Billing Representative

Electronic billing for emergency room doctors and hyperbaric wound care doctors. Post payments. Research and resolve account disputes. Insurance appeals. Work aging report. Retrieve and create Electronic Remittance Advice (ERA). Data entry, including deposits, patient and insurance demographics, denials, and memos regarding claim follow up. Process incoming and outgoing phone calls. Customer support. Utilize the following: Microsoft Word, Excel, and Outlook.

Anselena Enterprises

October 2006 – June 2008. Bookkeeper

Filed and maintained company deposits, checks, and expenses. Worked proficiently with QuickBooks accounting database. Reconciled business account for entire company. Additional miscellaneous bookkeeping duties.

EDUCATION

Daytona State College, Daytona Beach FL
Keiser University, Daytona Beach, FL

LICENSES

2-15 Life & Health, Including Variable Annuities, State of Florida

Morgan Hathaway

Benefits Account Representative

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

December 2014 – Present. Account Representative

Responsibilities include working with public entity benefit clients. This includes the day to day servicing of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Account Executives.

Daytona State College, School of Applied Business

June 2011 – July 2014. Coordinator

Academic assistance and support. Monitor student progress and refer to student support services as needed for early intervention to ensure retention. Assist in development and implementation of individualized employability plans. Data entry, including graduation application check-downs and approvals. Process incoming and outgoing phone calls and emails. Utilize the following: Microsoft Word, Excel, and Outlook.

Daytona State College, Office of Admissions

September 2006 – June 2011. Sr. Staff Assistant

Office support and multiline phone system. Planning and support services for recruitment events and college tours. Prepare and maintain master recruitment travel schedule. Prepare departmental forms, procedure manuals, meeting notes and flow charts utilizing Microsoft Word and Excel. Departmental leave designee.

EDUCATION

Florida State University – MBA/M.S Degree in Risk Management and Insurance – In progress

B.A.S. in Supervision and Management, Daytona State College

LICENSES

2-15 Life & Health, Including Variable Annuities, State of Florida

Tiffany Bonner
Benefits Marketing Analyst

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

March 2017 to Present. Marketing Analyst

Advanced knowledge of health insurance markets, products and identifying qualified products and appropriate carrier opportunities to improve benefits programs and manage costs. Responsible for initiating all marketing services and approach all markets as appropriate on behalf of all clients and prospects. A full market search is conducted for all lines of insurance currently in place for a client as well as any new lines of coverage requested or required due to risk exposures. Track carrier financial status and communicate to the Department so that clients are notified in advance of any negative change in status.

Brown & Brown of Daytona Beach

October 2013 – March 2017. Producer

Responsibilities included working with benefit clients, managing a book of business, obtaining new clients, and closing on commercial/client referrals. Plan design consultant, ability to perform benchmarking reports, claims reviews and disruptions analysis. Periodic review of market trends to ensure plan compliance. Help clients plan a strategic long-term benefits package solution to help sustain cost and maintain company goals. Provided resources for providers' questions and/or issues. Provided vendor notifications to clients including recalls on drugs, networks additional and deletions, etc. Monitor HIPPA, COBRA, FMLA, ERISA and EEOC mandates to ensure documents are in compliance.

EDUCATION

University of Central Florida
Seminole State College

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

PHILANTHROPY & VOLUNTEER WORK

Dream Flight
Cherise's Heavenly Fitness
Gary Cohen Running Company
Surfers for Autism
Operation Changing Lives
Marine Discovery Center

Matthew R. Montgomery
Executive Vice President

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

2015 to Present. Executive Vice President

Responsible for the executive oversight of Public Risk Insurance Agency. Additional duties include production, marketing and service of public entity insurance programs and accounts.

September 2013 –2015. Account Executive

Responsibilities include direct consulting with clients to identify and analyze risk exposures and coverage needs and develop and design individualized insurance programs. Professional client services include oversight of insurance and risk management programs, including claims advocacy, internal policy and procedures development, and contract review.

Florida Department of Highway Safety and Motor Vehicles

May 2012 – September 2013. Legislative Affairs Director

Served as the lead on all departmental advocacy before the legislature, including all lobbying on behalf of the Florida Highway Patrol. Responsibility for all budget and legislation and responsible for securing the funding to run one of the largest state agencies in Florida.

Southern Strategy Group

December 2007 – May 2012. Partner Lobbyist

Advocated on behalf of clients such as Disney, Apple, NASCAR, BCBS, and CVS. Partner in the largest state-level lobbying firm in the country. Experience lobbying the Executive and Legislative branches at all levels.

Florida Department of Agriculture and Consumer Services

January 2007 – December 2007. Deputy Director, Office of Legislative Affairs

Legislative advocacy for Cabinet Level agency focusing predominantly on the House of Representatives.

Charles H. Bronson Campaign

January 2006 – January 2007. Deputy Campaign Manager

Responsibilities included all internal organization of contributions, volunteers, scheduling, and communications.

United States Senate, Office of Senator Bill Nelson (FL)

December 2002 – June 2006. Assistant to the Chief of Staff

Responsible for incoming communications which included over 300 calls a day and over 100 pieces of written communication.

EDUCATION

Florida State University, BS Degree, Philosophy

LICENSES

2-20 General Lines Agents License, State of Florida

2-15 Life, Health, and Variable Annuities License, State of Florida

Robin L. Faircloth, CISR, CSRM

Director of Operations

EXPERIENCE

Risk Management Associates, Inc. dba Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

April 2010 to Present. Director of Operations

Oversee day-to-day operations for support staff and operational issues. Supervisor of Account Representative staff, provide support for AMS procedures and training. Monitor processing procedures and maintain quality control standards for the office. Direct and support agency operational needs. Service of select accounts.

July 2004 to April 2010. Customer Service Representative

Responsibilities include working with mid-sized to large public entity clients. Handle requests for certificates of insurance, policy changes and endorsements, claims issues, and other daily servicing duties. Manage initial notices of claims. Track claims activity until adjustors close files. Help address conflicts that may arise from claimants, insureds, and carriers. Provide technical and clerical support for public entity service representatives.

State Farm Insurance

August 1998 to June 2004. Insurance Account Representative

Performed a range of insurance and financial sales and customer service functions. Handled the receiving, filing, and tracking the status of claims to facilitate appropriate resolutions, build customer satisfaction, expand account relationships. Clarified complex insurance terminology and procedures to educate customers. Responsible for incoming money and processed daily deposits. Trained and assisted all team members with day-to-day activities.

EDUCATION

Florida State University, BS Degree, Risk Management/Insurance and Finance

Certified Insurance Service Representative (CISR)

Certified School Risk Management (CSRM)

Risk Management for Public Entities (RMPE)

FEMA Public Assistance Program

Candidate for Associate in Risk Management (ARM)

LICENSES

2-20 General Lines Agents License, State of Florida

2-15 Life, Health, and Variable Annuities License, State of Florida

1-20 Surplus Lines License, State of Florida

Paul Dawson, ARM-P

Senior Vice President / Account Executive
pdawson@bbpria.com
(386) 239-4045

EXPERIENCE

Public Risk Insurance Agency (a wholly owned subsidiary of Brown & Brown, Inc.)

1995 to Present. Senior Vice President / Account Executive
Responsibilities include direct consulting with clients to identify and analyze risk exposures and coverage needs and develop and design individualized insurance programs. Professional client services include oversight of insurance and risk management programs, including claims advocacy, internal policy and procedures development, and contract review. Effective and efficient communication methods for elected board presentations, committee meeting participation, and coordination of daily staff service objectives.

E.I. DuPont

1987 to 1995
Southeast District
Large Account Representative.
Responsibilities including implementation of ISO 9000 programs, new product marketing plans, fleet safety and customer training.

EDUCATION

Associates in Risk Management (ARM)
Risk Management for Public Entities (RMPE)
Valencia Community College

LICENSES

2-20 General Lines Agents License, State of Florida

PROFESSIONAL AFFILIATIONS

FAC – Florida Association of Counties
FLOC – Florida League of Cities
FERMA – Florida Educational Risk Management Association
FSBA – Florida School Board Association
PRIMA - Public Risk Insurance Management Association, Associate Member & Speaker

AREAS OF SPECIAL EXPERTISE

Florida Public Entity Large Property Insurance Programs
Alternative Risk Financing and Implementation
FEMA Regulations
Contractual Indemnification and Risk Transfer
Catastrophic Modeling (AIR & RMS)
Florida Public Entity Law

Tab 3

Understanding and Approach

PRIA believes that in order for us to effectively assist the City in analyzing, designing, implementing and executing a successful employee benefits program, we have to listen. By listening to the HR staff and employees about likes, dislikes, goals and objectives, we can then identify opportunities and formulate both short and long-term strategies for improvement and cost containment measures. PRIA has successfully assisted our clients with enhancing their programs while minimizing financial impact of rapidly rising costs. Below are some examples of our clients and how PRIA has assisted them with their overall employee benefits programs:

"OUR TEAM'S ACCOMPLISHMENTS CANNOT BE MEASURED BY OUR OWN HAND. WE DO, HOWEVER, ACKNOWLEDGE THAT THE NATURE OF PUBLIC PROCUREMENTS REQUIRES SUCH EXERCISES AND WE HAVE PROVIDED A FEW EXAMPLES. MORE IMPORTANTLY, WE ENCOURAGE YOU TO CALL OUR CLIENTS AND REFERENCES AND INQUIRE AS TO THE POWER OF THOSE PARTNERSHIPS."

	DeSoto County Board of County Commissioners 350 Employees Fully Insured Health Insurance Program 201 East Oak Street, Arcadia, FL 34266
Services Provided:	PRIA serves as agent of record for DeSoto County's fully-insured medical, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Performance Period:	June 2011 – Current
Annual Contract Amount:	\$4,135,000 <i>PRIA has saved the County more than \$1,600,000 since 2011.</i>

Our service team has performed numerous tasks and projects with the goal of maintaining a cost effective, yet comprehensive employee benefits program. During our tenure, we have made formal presentations to the Insurance Committee and the Board of County Commissioners, providing explanation and recommendations regarding all aspects of the County's employee benefits program. Additionally, we have provided many value-added services at no additional cost such as: Plan Source Online Enrollment System, local entity surveys and other benchmark data, health fairs, employee benefits booklets, as well as various other employee communication pieces.

2011-2012 Plan Year – Through our formal RFP process and negotiating capabilities we secured a savings of **\$278,770 (with no change in benefits)** when compared to the incumbent insurer's renewal proposal. The County's dental benefits were also greatly improved and the premium was reduced by **\$9,476**. PRIA facilitated The County's first employee incentivized Health Fair during which each employee participating in the biometric event and health assessment received a \$75 gift card from a vendor of their choosing.

2012-2013 Plan Year – PRIA negotiated a flat rate on both the County's medical and dental renewal. Utilization analysis was conducted but no changes were recommended or needed.

2013-2014 Plan Year – Facilitated a formal RFP process on all lines of employee benefits insurance **saving over \$516,000** in annual premium with no benefit plan changes.

2014-2015 Plan Year – After a formal bid process, PRIA negotiated an increase of 14% down to just 2% increase with the medical insurer, saving the County **\$420,000**.

2015-2016 Plan Year – Saved the County from a \$400,000 (10%) increase in medical insurance premiums and \$15,000 for wellness incentive. This was achieved by facilitating a formal RFP process on behalf of the County during which PRIA leveraged the marketplace by creating carrier competition and ultimately resulted in a flat renewal for the County.

2016-2017 Plan Year – PRIA negotiated with the County's current carrier as follows:

- Medical – saved \$266,741 on renewal premium, added a new telehealth program with the carrier at no additional cost and renewed their \$15,000 wellness incentive
- Dental – no rate increase with current benefits due to low claims
- Vision – no rate increase with current benefits

	City of Haines City 250 Employees Self-Funded Health Insurance Program
Services Provided:	620 E. Main Street, Haines City, FL 33844 PRIA serves as agent of record for the City of Haines City's self-funded medical program through our FGHS Consortium, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Performance Period:	June 2011 – Current
Annual Contract Amount:	\$1,865,713 <i>PRIA has saved the City more than \$250,000 since 2013.</i>

Employee Benefit Services offered

Design, marketing, placement and complete servicing of Haines City's employee benefits program, which includes self-funded medical and fully insured dental, vision, life insurance, disability, voluntary benefits, EAP, COBRA administration, Quarterly / semi-annual claims review, open enrollment meetings, health fair, Benefits-at-a-Glance booklets, OPEB Filing, Actuarial Services, ACA Employer Reporting and compliance updates.

Employee Benefits History of Work Performance

PRIA was awarded Agent of Record in 2015, through a formal RFP process for the City's employee benefits program. Our response proposed our new consortium (FGHS) where we matched current rates and saved the City over \$50,000 in annual premium and the City received a surplus of \$126,471 at the end of their contract for the first year. During the past two years, we secured rate holds for all ancillary lines of coverage.

Your Benefits ... Managed



Consultative Brokerage	HR Support	Employee Concierge
✓ Market Intel ✓ Strategic Planning ✓ Program Design ✓ Procurement of Insurance Coverage ✓ Marketing of Lines of Coverage ✓ Carrier Negotiations ✓ Insurance Placement ✓ Policy Review ✓ Retiree Strategy ✓ Contribution Strategy	✓ Compliance ✓ Education ✓ Billing ✓ Payroll ✓ Health Fair Coordination ✓ Reporting / Analytics ✓ Open Enrollment Coordination ✓ Employee Communications ✓ Wellness Initiatives	✓ Dedicated Employee Concierge Line ✓ Eligibility ✓ Claims Resolution ✓ Pre-Authorization ✓ Open Enrollment / Election Meetings ✓ Education ✓ COBRA ✓ Customized Communications ✓ Wellness Programs ✓ Health Fairs

PRIA takes a 3-prong approach to managing an employee benefits program:

1. **Consultative Brokerage**
2. **HR Support**
3. **Employee Concierge**

Consultative Brokerage

Strategic Planning—PRIA will approach the City's project by identifying: contract exposures, ACA compliance, innovative funding mechanisms and benefit plan design enhancements. Once we identify and analyze, we can formulate a strategy for both short and long-term opportunities and recommendations.

Program Design—Plan design, claim reporting (if available) and network utilization will be analyzed in depth to assist us in bringing the City new and improved program options including alternative funding and self-funding options. PRIA also has the ability to provide benchmarking reports for the City to ensure competitive programs are in place to retain and attract quality employees.

Aggressive Carrier Negotiations—One of the many advantages Brown & Brown leverages, due to placing the highest premium volume in the state of Florida, is our ability to aggressively negotiate the lowest insurance premiums, advantageous terms and conditions and most effective services for our clients based on our significant premium volume and market clout.

HR Support

Compliance (Affordable Care Act)—Brown & Brown retains legal counsel to keep us at the forefront of changes in both state and federal legislation. We keep our clients apprised of any changes via in person meetings, newsletters and/or emails explaining the impact of all state and federal regulatory changes. The topic of Health Care Reform is a priority for Brown & Brown as well. We retain external legal partner, Miller Johnson, PA, experts in Health Care Reform to keep PRIA in tune to any changes or updates with respect to this legislation.

Mary Bauman, an attorney within the firm, is the chair of the firm's Healthcare Reform Team and manages our compliance partnership. With the support of Miller Johnson, PA and Mary Bauman, PRIA provides the following services:

- o Monthly Newsletters
- o News Flashes
- o Education meetings with employer and employees
- o Webinars
- o Seminars

PRIA considers itself an extension of the City's HR team and will provide extensive knowledge and resources, to support the City, HR team and employees on a daily basis. We will collaborate with the City's HR staff to ensure any changes do not become a burden to the staff.

Health and Wellness Fairs—PRIA often coordinates Health and Wellness Fairs for our clients. We contact local community vendors as well as our carrier partners to participate. They are encouraged to provide giveaways/prizes/services/food to encourage the participation of the City's employees.

Employee Concierge

Education—PRIA analyzes the City's claims (if available) and utilization on a regular basis. By doing so, we are able to identify any unfavorable trends in areas that have the possibility to be improved by educating the employees on ways to reduce their personal costs which will in turn reduce the City's cost. These meetings provide us the opportunity to meet with employees face-to-face and provide education and tips for available free or discounted programs offered through vendors or carriers as well as any behavior modifications that may be advantageous to lower costs and reverse unfavorable trends.

Employee education meetings can also be helpful to address any benefit changes or to encourage services that may be underutilized. In addition, we utilize these opportunities to be in front of the employees to promote and provide resources for an overall healthy lifestyle and wellness including financial, mental and physical wellbeing.

Open Enrollment / Election Meetings—Once carriers are selected for renewal, PRIA will coordinate educational/enrollment meetings to ensure the employees understand their benefit offerings as well as the value of their benefits. We coordinate with the necessary carriers to provide multiple resources and assistance at the meetings. PRIA will communicate any changes to the employees and will provide them with a Benefit Guide outlining their offerings for easy comparison as well as any educational tips and who to contact with any questions. It is standard practice for PRIA to provide all enrollment materials. We ensure that the required Summaries of Benefits and Coverages are distributed to each employee during the open enrollment process, ensuring the City of Destin remains in compliance.

We will facilitate enrollment in the manner the City deems best for them and their employees. Whether it is a group enrollment or one-on-one enrollment, we will have representatives from PRIA and the carriers present to ensure the employees understand their offerings as well as to answer any questions and provide assistance with applications and paperwork.

After enrollment is complete, PRIA will work with the carriers to make sure all eligibility data is loaded correctly and employees receive their I.D. cards in a timely manner.

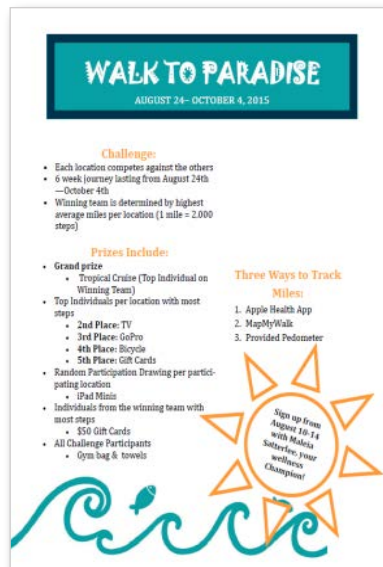
Customized Communications—PRIA will communicate with the City’s employees in any manner in which the City sees fit. The following are typical communications with our current clients’ employees:

- Work with the City’s staff and vendor(s) to develop a marketing campaign to communicate the features and benefits thoroughly.
- Conduct educational meetings to communicate any changes to the benefits program. These meetings are crucial to a smooth transition.
- Benefit Guide booklets will be distributed to all employees. (Please see Section C for a sample Benefit Guide)
- Compensation Statements or “Hidden Paycheck” statements can be created for each employee. These statements show, in as much detail as desired, the additional contribution the City makes towards their benefit package. Employees know how much they take home every year, but do not always realize the additional cost of benefits the City pays on their behalf. **Please see Section C for a sample Hidden Paycheck statement.**
- Create a customized employee survey to gain feedback from the employee’s perspective on such things as insurance offerings, wellness programs as well as encouraging suggestions. The anonymous feedback can be useful when evaluating benefit plan offerings and plan design options. These surveys are customizable and completely confidential.

Wellness Solutions—PRIA consistently explores new and innovative ways to add value and deliver cost savings to our clients. We can deliver these things through a robust wellness program. PRIA proactively brings ideas and options to our clients regarding their wellness programs. We would welcome the opportunity to meet with the City’s Wellness Committee and any wellness vendor currently utilized to review your current program and make any recommendations we believe will enhance your current program. We will also review the current wellness program for compliance with ADA (Americans with Disabilities Act), ACA (Affordable Care Act) and HIPAA (Health Insurance Portability and Accountability Act).

*A SUCCESSFUL WELLNESS
PROGRAM ENCOURAGES A
HEALTHIER MORE
MOTIVATED WORK FORCE
DELIVERING INCREASED
PRODUCTION AND
SUBSTANTIAL COST
SAVINGS.*

- **Wellness Programs** – The basic program components:
 - Biometric screening events
 - Health risk assessments
 - Targeted lunch and learns
 - Wellness committee meetings
 - Monthly wellness newsletters



Ongoing Customer Service Support—We are available via office phone, cell phone and email. Due to our status with the insurance companies, we have a dedicated contact in each carrier's home office to assist us with settling any issues in the most efficient manner possible. **It is our goal to resolve all issues within a 24-hour time period.** If, for any reason, we are unable to meet that deadline, we will call the City with an update as to why we are not able to resolve the issue and include an expected time frame as to when the issue is expected to be resolved

Innovative Solutions—PRIA frequently meets with our carrier partners to ensure we are at the forefront of any new or enhanced products, services or funding solutions that may benefit our clients.

In addition, Brown & Brown, in partnership United Healthcare, has formed the Florida Government Healthcare Solutions Consortium. The FGHS Consortium is a solution for Florida's public entities seeking to experience the benefits of self-insurance while limiting the risks traditionally associated with traditional self-insurance. The consortium is administered by the Benecon Group. Benecon has been developing and administering Health Insurance Consortiums for over 23 years with a 99% client retention ratio. They have developed 15 consortiums, 6 for public entities, and 9 for private companies. The FGHS Consortium is new to Florida, but we are happy to have it as another solution available to our Brown & Brown public entity clients.

Current PRIA/FGHS Members:

1. City of Belleview
 2. City of Haines City
 3. Lafayette County BOCC
- City of Madison
 - a. Madison County BOCC

While FGHS has many advantages, PRIA does not push clients toward joining the consortium. We are first and foremost independent agents that present all available carriers and funding mechanisms. This is an additional option available exclusively to our clients.



FGHS
Florida Government
Healthcare Solutions
A Brown & Brown Program

Tab 4

Location and Accessibility

a) Number of accounts for which the Account Executive is responsible in the panhandle.

Robin Riley – 4 accounts
Melanie Stegall – 1 account

b) Steps the Account Executive will take to assure that proper attention will be given to the City's account as your book of business grows.

PRIA's staffing is well managed to ensure our clients receive the exceptional service they are accustomed to receiving from PRIA. Our current workload and staffing allows for additional growth. PRIA's management team is well informed of any new business opportunities to ensure proper staffing levels which allows PRIA to continue to provide an exceptional service experience to all our clients.

Providing exceptional customer service to our clients is our top priority. PRIA commits to providing concierge level service with a local feel. Our team is accessible at all times by phone, email and in-person.

*"CONCIERGE-
LEVEL SERVICE
MEANS OUR
CLIENTS DO
NOT WAIT,
WORRY, OR
WORK HARDER
THAN
NECESSARY."*

Tab 5

References

City of St. Cloud

Address:	1300 9 th Street, St. Cloud, FL 34769
Contact Person:	Stephanie Roldan
Phone Number:	(407) 957-7277
Fax Number:	(407) 957-7273
Email:	sroldan@stcloud.org
Services Provided:	PRIA serves as agent of record for the City of St. Cloud's self-funded medical, fully insured dental, vision and on-site health care center. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings, and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance, and enrollment tracking.
Performance Period:	April 2011 – Current
Annual Contract Amount:	\$5,667,986 <i>PRIA has saved the City over \$5,000,000 in premium over the last 5 years.</i>

DeSoto County Board of County Commissioners

Address:	201 East Oak Street, Arcadia, FL 34266
1st Contact Person:	Latrinda Jones, HR Director
Phone Number:	(863) 993-4808
Fax Number:	(863) 993-4857
Email:	L.Jones@desotobocc.com
Services Provided:	PRIA serves as agent of record for DeSoto County's fully-insured medical, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Performance Period:	June 2011 – Current
Annual Contract Amount:	\$4,135,000 <i>PRIA has saved the County more than \$1,600,000 since 2011.</i>

City of Haines City

Address:	620 E. Main Street, Haines City, FL 33844
1st Contact Person:	Auburn Taylor, HR Director
Telephone Number:	(863) 421-9957
Fax Number:	(863) 421-3626
Email:	ataylor@hainescity.com
Services Provided:	PRIA serves as agent of record for the City of Haines City's self-funded medical program through our FGHS Consortium, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Performance Period:	June 2011 – Current
Annual Premium	\$1,865,713 <i>PRIA has saved the City more than \$250,000 since 2013.</i>

City of Sarasota

Address:	111 S. Orange Ave, Suite 204, Sarasota, FL 34236
1st Contact Person:	Dominique Anderson
Telephone Number:	(941) 951-3661
Fax Number:	(941) 951-3636
Email:	Dominique.Anderson@sarasotagov.com
Services Provided:	PRIA serves as agent of record for the City of Sarasota's self-funded medical and dental plan, vision and on-site health care center. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings, and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance.
Performance Period:	December 2016-Current
Annual Premium:	\$17,115,826 <i>PRIA has saved the City more than \$350,000 in premium over the last 2 years.</i>

City of Casselberry

Address:	95 Triplet Lake Drive, Casselberry, FL 32707
1st Contact Person:	Andy Brooks
Telephone Number:	(407) 262-7700 ext. 1150
Fax Number:	(407) 262-7764
Email:	abrooks@casselberry.org
Services Provided:	PRIA serves as agent of record for the City of Casselberry's medical, dental, vision, life, disability and work-site benefits. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings, and employee communication materials. PRIA is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance.
Performance Period:	June 2012 – Current
Annual Premium:	\$1,764,951 <i>PRIA has saved the City more than \$650,000 in premium since inception..</i>

Tab 6

Schedule of Fees

Below, PRIA has proposed an option of commission or an annual flat fee.

**APPENDIX C
SCHEDULE OF FEES**

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)**

APPENDIX C Schedule of Fees RFP 13-10-HR			
Proposal of: PUBLIC RISK INSURANCE AGENCY			
Line of Business	Commission	Fee	Comments
Group Health Insurance	3%		
Group Dental Insurance	4.5%		
Group Vision Insurance	4.5%		
Group Life Insurance	10%		
Group Disability Insurance	10%		

ANNUAL FEE OPTION: \$30,000

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Tab 7

Services

a) Describe what your firm's role would be in educating employees on plan benefits.

PRIA regularly holds educational sessions for all employees prior to open enrollment as well as throughout the plan year as requested. These sessions include, but are not limited to group presentations, one-on-one assistance, lunch and learns and focus groups. We will take the City's lead on what format will work best for the employees.

b) Describe any services you offer regarding employee focus groups and/or employee surveys.

PRIA has conducted employee focus groups and surveys for our clients for the purpose of uncovering what is most important to employees where their employee benefit programs are concerned. We will strategize with the City's staff to create appropriate questions to assist in our facilitation of the focus groups. PRIA has also created surveys regarding wellness programs, health care center utilization and interest in onsite flu shot offerings, just to name a few. These services are included, for no additional cost, in PRIA's brokerage services proposal.

c) Describe the process you use to explore renewal options and present options to employees, staff and City Council.

It is our mission to utilize market forces and competition in the marketplace in the pursuit of competitive insurance placements for our clients every year. This concept underlines one of our core business principles: ***Always do what is right for the client.*** We are constantly focused on the balance between holding the market's interest while simultaneously conducting competitive processes in a professional manner.

PRIA will perform the annual market analysis to obtain formal quotes for medical, dental, vision, life, long-term and/or short-term disability, Employee Assistance Program, flexible spending plans and other supplemental benefits as directed by the City. We routinely conduct formal bids for all benefit programs including administrative services such as Online Enrollment systems.

The volume of business and insurance premiums that Brown & Brown places with the major carriers in Florida and the U.S. has propelled us to preferred status with nearly every insurance carrier in the market. Thus, we receive a wealth of enhanced services that are advantageous for our clients.

"AT PRIA, WE DO BUSINESS WITH AS MANY INSURANCE MARKETS AS POSSIBLE. WE DO NOT SIMPLY OFFER RENEWALS AND ACCEPT PRICING FROM THE SAME COMPANY YEAR AFTER YEAR AND LIMIT OUR CLIENTS' OPTIONS— WE TEST THE MARKET TO MAKE CERTAIN THAT WE ARE GETTING THE BEST DEAL FOR OUR CLIENTS EVERY YEAR."

These services include but are not limited to:

- Dedicated support staff to address billing and claims issues
- Access to underwriters at renewal
- Enhanced negotiating power

For securing services and lines of coverage which require formal RFP process, PRIA will collaborate with the City of Destin to review all claims, utilization, pharmacy, benefit summaries, renewal projections, plan design, etc. to strategize and develop appropriate specifications. Our team will draft a proposal including all agreed upon specifications and will submit to City Staff for final submission to carriers. Once approved, PRIA will release the RFP to the carriers and will grant them 2-3 weeks to submit their responses (if time permits). Once all responses are received, PRIA will review and analyze submittals and present results with our recommendations to Staff and City Council.

Below is a sample timeline for the renewal marketing process:

ACTION	PRODUCTION TIME (To Effective Date)
Begin planning process	210 days prior
Renewal Notice to Client	210 days prior
Data Collection – Census, Questionnaires & Current	210 days prior
Carrier Invoices Received	180 days prior
Agent's pre-renewal conference/meeting	180 days prior
RFP out to carriers	180 days prior
Employee Enrollment - o Online enrollment set up - o Meetings - o Enrollment forms collected - o ID cards delivered (temp/perm)	20 days prior to OE 60 days prior 60 days prior 30 days prior (temporary)/ by effective date
Verification of Enrollment	15 days prior
COBRA rates updated	15 days prior
Policy documents delivered	15 days after the effective date

This timeline is customizable based on the required scheduled open enrollment and Council approval of the City.

Sample RFP Process: (1/1 Effective Date)

Example Date	Action	Expected Time
August 1	Meet with the City to Discuss Specifications	1 Day
August 2	Develop Carrier RFPs	1 Day
August 3	Submit RFP to the City for review	5 Days
August 8	Submit RFP to carriers and post on DemandStar	14 Days
August 22	Proposals returned to PRIA, Review, Analysis	3 Days
August 25	Present Proposals to the City	1 Day
August 26	The City to Review-Request BAFO, Finalists or Award	4 Days
August 30	PRIA to assist with Interviews (if necessary)	1 Day
August 30-September 1	PRIA to notify all carriers of Award	1 Day

PRIA will provide the City with detailed analysis within formal reports that include comparative data and subjective analysis.

Analysis of Renewal Offers

1. Submit request for quotes and proposals from appropriate carriers for each line of coverage
2. Collection and analysis of all carrier responses
3. Executive analysis and summary of benefit recommendations by PRIA
4. Our presentation includes:
 - a. Ratings of carriers
 - b. Market summary
 - c. Fully insured plan spreadsheet of competitive quotes
 - d. Alternative funding options
5. Ongoing plan design and benefit consultation, rate and/or plan negotiations with carriers until the City makes a final decision
6. Attendance at any Council Meetings and carrier negotiations throughout the decision-making process and thereafter

Negotiating Influence

PRIA will use our negotiating influence with the insurance carriers to ensure the City receives the most competitive rates available in the market. Negotiating renewals for our clients is a core competency of the Health and Welfare practice of PRIA. Our staff includes many former insurance underwriters with firsthand knowledge of how these renewals are developed. We will negotiate the best financial arrangement possible for the City using our knowledge of underwriting requirements and leverage our relationships with the carriers.

We have more business with the insurance carriers in the state of Florida than any other broker. This gives us preferred status with the insurance companies. We have dedicated support staff in the home offices of all the carriers and access to their underwriters at renewal; therefore, we have more leveraging ability than any other broker as it relates to policy terms, rates and plan design. One very important distinction between our market leverage and other brokers is that we actually use our leverage. Many brokers do not market their groups yearly. Even if the client is not interested in changing insurance companies we still send every group out to market to provide us with competitive data to ensure the best plans are in place with the best pricing.

d) Describe the open enrollment process you utilize.

PRIA will collaborate with the City's HR staff to finalize dates and times for open enrollment informational meetings as well as open enrollment. We will discuss whether the City prefers a passive or mandatory open enrollment process. Once those details are finalized, PRIA will create the Benefit Guide and obtain any further disclosures or documentation necessary from our carrier partners prior to the beginning of open enrollment.

PRIA will have a representative present for all informational meetings as well as open enrollment. We will assist the employees with any questions regarding their benefit offerings as well as paperwork completion. At the conclusion of open enrollment, PRIA will assist the City in submitting documentation to the carriers to ensure all enrollments or changes are submitted in a timely manner ensuring timely delivery of ID cards and any other necessary documentation.

e) Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and the City's employees.

The PRIA team will serve as a direct extension of the City's human resources staff and will provide prompt resolution to all benefits matters. We will be available *via office phone, email and cell phone*. PRIA will handle the daily service issues that arise regarding claims, compliance, billing and eligibility. We have a dedicated contact in each carrier's office to assist us with settling any problems in the most efficient manner possible. ***It is our goal to resolve all issues within a 24-hour period.*** If we cannot meet that deadline, we will advise City's staff of our strategy and expected timeframe for resolution.

PRIA's unique client service:

- **Account Executive and Team Lead are involved in every aspect of the City's benefit plan, including day-to-day issues.**
- PRIA works on a dedicated team approach. The City has a dedicated person for the City's staff and employees to provide quick claim resolution and any type of eligibility services.

- PRIA has displayed a long history of distinguished service on behalf of the City and all our public entity clients.

Special focus and expertise in managing fully-insured and self-funded programs.

- On-Site Healthcare Clinic expertise – Monitor utilization costs and analyze potential changes where a positive return is likely.
- Industry leader in designing and delivering the most effective and affordable employee benefits programs.
- Proven ability to utilize advanced healthcare and health insurance methods, such as Rx programs, health care clinics, and self-insurance programs to save money and improve outcomes.
- Experts in educating municipal staff and elected officials on insurance matters.
- Providing public entity budget projections in time for budget workshops.
- Detailed claims analysis and benchmarking reports.
- Certified Wellness Counselor to develop wellness programs specific to each client's needs.
- Communications & Presentations to employees and at Commission Meetings.

f) Indicate if you can be available for on-site visits with 48-hour notice.

PRIA confirms that a representative will be available for on-site visits with 48-hour notice.

Required Documents

**APPENDIX D
CARRIER INFORMATION**

From the list below, please complete the requested information regarding the carriers that you are currently placing business with. You may provide up to three (3) additional carriers you place business with.

APPENDIX D Carrier Information City of Destin (RFP 13-10-HR)				
Proposal of:				
Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
FL BLUE	Health	74	JOHN STEVENS	
UHC	Health	38	JESSIE ADAMS	904-296-6917
AETNA	Health	79	MIKE BEGLEY	407-793-1866
CIGNA	Health	40	BRENDEN FULLER	813-866-4995
GUARDIAN	Dental	78	PAUL GRIFFITH	813-472-6146
LINCOLN	Dental	78	JAROD CARTER	407-551-2174
STANDARD	Dental	78	MERRITT MOSLEY	813-878-0279
SUNLIFE	Dental	78	BRANDON DAVIS	813-335-0883
GUARDIAN	Life	78	PAUL GRIFFITH	813-472-6146
LINCOLN	Life	78	JAROD CARTER	407-551-2174
AXA	Life	2*	AL DERENCHES	813-295-3603
STANDARD	Life	78	MERRITT MOSLEY	813-878-0279
GUARDIAN	Disability	78	PAUL GRIFFITH	813-472-6146
LINCOLN	Disability	78	JAROD CARTER	407-551-2174
AXA	Disability	2*	AL DERENCHES	813-295-3603
STANDARD	Disability	78	MERRITT MOSLEY	813-335-0883
ADDITIONAL 3:				
MINNESOTA LIFE		5*	JESSICA GRINSTEINER	651-665-3789
MUTUAL OF OMAHA		77	TINA CORNELL	407-691-3425
METLIFE		78	DAVID GARTRELL	800-972-6177 X 5874

* WHILE BROWN & BROWN AND PRIA HAVE ONLY WORKED WITH THESES COMPANIES A SHORT TIME, MINNESOTA LIFE HAS BEEN IN BUSINESS SINCE 1943 AND AXA SINCE 1859

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

**APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM**

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

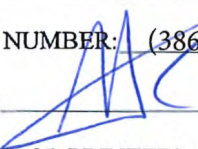
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: RISK MANAGEMENT ASSOCIATES, INC dba PUBLIC RISK INSURANCE AGENCY

ADDRESS: 220 S. RIDGEWOOD AVENUE, SUITE 210

CITY: DAYTONA BEACH STATE: FL ZIP CODE: 32114

TELEPHONE NUMBER: (386) 252-6176

SIGNATURE:  DATE: MAY 22, 2018

NAME (TYPED OR PRINTED): MATTHEW R. MONTGOMERY

TITLE: EXECUTIVE VICE PRESIDENT

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

APPENDIX F

PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract REQUEST FOR PROPOSAL #18-10-HR

2. This sworn statement is submitted RISK MANAGEMENT ASSOCIATES, INC. dba PUBLIC RISK INSURANCE AGENCY whose
business address is 220 S. RIDGEWOOD AVENUE, SUITE 210, DAYTONA BEACH, FL 32114

and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is MATTHEW MONTGOMERY and my relationship to the entity named
above is EXECUTIVE VICE PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a
violation of any state or federal law by a person with respect to and directly related to the transaction of business
with any public entity or with an agency or political subdivision of any other state or with the United States,
including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any
agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery,
collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes,
means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal
or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result
of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who
has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The
ownership by one of shares constituting a controlling income among persons when not for fair interest in another
person, or a pooling of equipment or income among persons when not for fair market value under a length
agreement, shall be a prima facie case that one person controls another person. A person who was knowingly
convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

APPENDIX G
PUBLIC ENTITY CRIMES STATEMENT (Page 2 of 2)

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

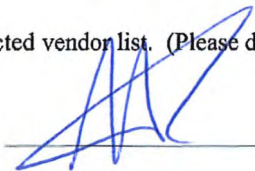
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: MAY 22, 2018

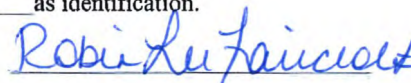
STATE OF FLORIDA

COUNTY OF VOLUSIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22 day of MAY, 2018, and is personally known to me, or has provided _____ as identification.

My Commission expires





Notary Public

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Attachments

Sample Contract

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective _____, 2016 (the "Effective Date"), is made by and between _____ ("Company"), and the _____ office of _____ ("Broker").

Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated in Schedule A.

4. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:

(a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Company shall timely produce and complete accurate information including, but not

limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.

(c) Company shall timely pay all premiums and fees.

(d) Company shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance to Company.

5. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance [FIA: and any commission that may be received by Broker from an insurance company for the Lines of Insurance].**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the

balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(d) If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(g) Company acknowledges and agrees that the Broker Services Fee is reasonable in

relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of _____ if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Address:
Name:
Email:

If to Broker:

Address:
Name:
Email:

With a copy to:

Brown & Brown, Inc.
220 Ridgewood Ave
Daytona Beach, FL 32114
Attn: General Counsel

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of _____, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for _____ County, _____.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of

Company and Broker by their respective duly
authorized representatives.

[Remainder of page intentionally left blank – Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

[CORPORATION/ENTITY NAME],

a _____ corporation

By: _____

Name: _____

Title: _____

BROKER:

[CORPORATION NAME]

a _____ **[corporation] [LLP] [LP] [LLC]**

By: _____

Name: _____

Title: _____

SCHEDULE A

BROKER SERVICES

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) [REDACTED]; (b) [REDACTED].

REVIEW AND MODIFY THE FOLLOWING AS APPROPRIATE

- a.
- b.
- c.
- d.
- e.
- f.
- g.

SCHEDULE B

COMPENSATION

Broker Services Fee:

In consideration of the Services, Company shall compensate Broker in the amount of **DOLLARS AND /100 (\$)** (the "Broker Services Fee"). The Broker Services Fee shall be [fully earned and] payable upon Company's execution and delivery of this Agreement. In the event of termination of this Agreement prior to the end of the term, the unearned portion of the Broker Services Fee will be returned to Company on a pro rata basis. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company any commission that may be received by Broker from an insurance company for the Lines of Insurance.

Insurer Commissions:

IF CHARGING FEE IN ADDITION TO COMMISSION: Company acknowledges and understands that Broker may receive compensation from the selling insurer, the amount of which may vary depending on the insurer. If Company purchases insurance from an insurer that has agreed to pay Broker a commission, the amount of the commission will be calculated as a percentage of premium ranging from ___ to ___ %. Company understands that it may request from Broker specific information on commissions to be received from specific insurers from which insurance quote are obtained for the Company.

IF CHARGING A FEE IN LIEU OF COMMISSION: Broker agrees that it will not receive any commission for the placement of Company's insurance business pursuant to this Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.

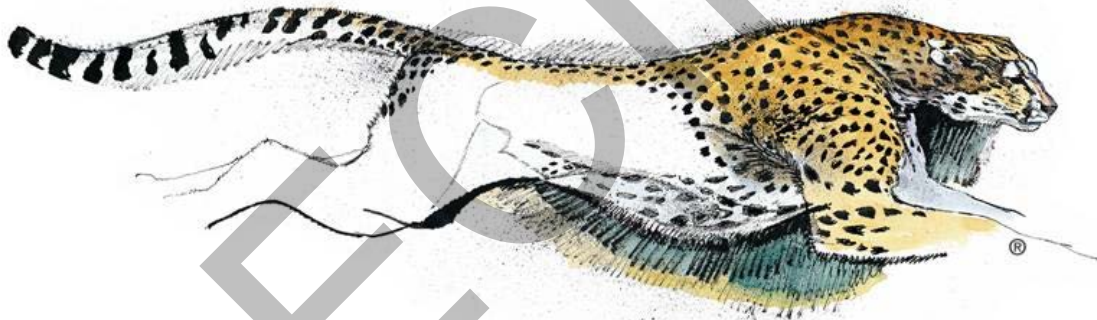
Attachments

Sample Renewal Proposal

Utilities Commission, City of New Smyrna Beach

Employee Benefits Insurance Renewal Proposal

REVISED 8/10/17



Presented by:
Melanie Stegall, Account Executive
July 28, 2017

Public Risk Insurance Agency

P O Box 2416
Daytona Beach, FL 32115
Phone: 386-252-6176
Fax: 386-845-9229

TABLE OF CONTENTS

REVISED 8/10/17

Introduction

The Agency of Public Risk Insurance Agency
An Introduction to Your Service Team

Market Summary

AM Best Ratings & Guide
Disclaimers & Disclosures

Medical Plan Options

Dental Plan Options

Current Vision Plan

Life Plan Options

Short Term Disability Plan Options

Long Term Disability Plan Options

Glossaries

THE AGENCY

Public Risk Insurance Agency (PRIA), a wholly owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

In March 2000, PRIA became part of the Brown & Brown, Inc. family of agencies. Brown & Brown, Inc. is the seventh largest independent insurance agency in the United States and eighth largest worldwide, according to Business Insurance Magazine.

As a Brown & Brown company, PRIA has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

PRIA focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

AN INTRODUCTION TO YOUR SERVICE TEAM

Matt Montgomery
Executive Vice President

Robin Riley, GBA
Vice President / Benefits Account Executive

Melanie Stegall, GBDS
Benefits Account Executive

Robin Faircloth, CISR
Director of Operations

Tiffany Bonner
Marketing Analyst

Francene Marra
Account Representative

Morgan Hathaway
Account Representative

Morgan Johnson
Account Representative

Cyndi Hansen
Account Representative

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

MARKET SUMMARY

Medical

<u>Carrier</u>	<u>AM Best Rating</u>	<u>Carrier Response</u>	<u>Carrier Website</u>
Aetna Health, Inc.	A XV	See Proposal	www.aetna.com
Blue Cross and Blue Shield of FL, Inc.	A+ XV	See Proposal	www.floridablue.com
Florida Health Care Plans	A+ XV	Current Carrier	www.floridablue.com
Health First Health Plans	NR	See Proposal	www.health-first.org
Humana Health Ins. Co. of FL, Inc.	A- XV	Declined- Not Competitive	www.humana.com
UnitedHealthcare of Florida, Inc.	A XV	See Proposal	www.uhc.com

Dental

<u>Carrier</u>	<u>AM Best Rating</u>	<u>Carrier Response</u>	<u>Carrier Website</u>
Ameritas Life Insurance Corp	A XIV	Declined- Current use Ameritas Network	www.ameritas.com
Delta Dental Insurance Co.	A XII	See Proposal	www.deltadentalins.com
Guardian Life Ins. Co. of America	A++ XV	See Proposal	www.guardianlife.com
Lincoln National Life Insurance Co.	A+XV	See Proposal	www.lfg.com
Metropolitan Life Insurance Co.	A+ XV	Current Carrier	www.metlife.com
Mutual of Omaha Ins. Co.	A+ XV	Declined- Not Competitive	www.mutualofomaha.com
Standard Insurance Company	A XIII	Current Carrier	www.standard.com
Sun Life & Health Insurance Co.	A+ XV	See Proposal	www.sunlife.com/us/

Vision

<u>Carrier</u>	<u>AM Best Rating</u>	<u>Carrier Response</u>	<u>Carrier Website</u>
EyeMed Vision Care (underwritten by Fidelity Security Life)	A-IX	See Proposal	www.enrollwitheyemed.com

SPECIMEN

Life and AD&D

<u>Carrier</u>	<u>AM Best Rating</u>	<u>Carrier Response</u>	<u>Carrier Website</u>
Guardian Life Ins. Co. of America	A++ XV	Declined- Not Competitive on Life	www.guardianlife.com
Lincoln National Life Ins. Co.	A+ XV	See Proposal	www.lfg.com
Metropolitan Life Insurance Co.	A+ XV	Declined- Not Competitive on Life	www.metlife.com
Minnesota Life Insurance Co.	A+ XV	Not Competitive	www.minnesotalife.com
Mutual of Omaha Ins. Co.	A+ XV	See Proposal	www.mutualofomaha.com
Standard Insurance Company	A XIII	Current Carrier	www.standard.com
Sun Life & Health Insurance Co.	A+ XV	Declined- Not Competitive	www.sunlife.com

Short Term Disability

<u>Carrier</u>	<u>AM Best Rating</u>	<u>Carrier Response</u>	<u>Carrier Website</u>
Guardian Life Ins. Co. of America	A++ XV	Current Carrier	www.guardianlife.com
Lincoln National Life Ins. Co.	A+ XV	See Proposal	www.lfg.com
Metropolitan Life Insurance Co.	A+ XV	Declined- Not Competitive on Life	www.metlife.com
Standard Insurance Company	A XIII	Current Carrier	www.standard.com
Sun Life Assurance Co. of Canada	A+ XV	Declined- Not Competitive	www.sunlife.com

Long Term Disability

<u>Carrier</u>	<u>AM Best Rating</u>	<u>Carrier Response</u>	<u>Carrier Website</u>
Guardian Life Ins. Co. of America	A++ XV	Current Carrier	www.guardianlife.com
Lincoln National Life Ins. Co.	A+ XV	See Proposal	www.lfg.com
Metropolitan Life Insurance Co.	A+ XV	Declined- Not Competitive on Life	www.metlife.com
Standard Insurance Company	A XIII	Current Carrier	www.standard.com
Sun Life Assurance Co. of Canada	A+ XV	Declined- Not Competitive	www.sunlife.com

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

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

Public Risk Insurance Agency always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

DISCLAIMERS

Public Risk Insurance Agency Disclaimers and Disclosures:

- The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
- The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
- If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Public Risk Insurance Agency.
- This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
- This presentation is the proprietary work product of Public Risk Insurance Agency and is not authorized for further use or distribution.
- All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- Public Risk Insurance Agency representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
- Public Risk Insurance Agency representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
- The network directories/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating with the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
- Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Public Risk Insurance Agency representative at any time.
- You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

DISCLAIMERS

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

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

PLEASE NOTE:

If you are moving your coverage to a new carrier, please DO NOT cancel your in force coverage until advised by Public Risk Insurance Agency. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.

SPECIMEN

UTILITIES COMMISSION OF NEW SMYRNA BEACH
EXECUTIVE SUMMARY OF GROUP MEDICAL PLAN QUOTES
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

REVISED
Current/ Renewal

X
Signature

	Non-Network	In-Network Option 1	Option 2	Option 3
Deductible:	\$0 (\$0 Family)	\$0 (\$0 Family)	\$250 (\$500 Family)	\$500 (\$1000 Family)
Embedded Deductible:	N/A	N/A	Yes	Yes
Calendar or Policy Year:	Calendar	N/A	Calendar	50%
Coinsurance:	15%	N/A	30%	
Maximum Out-of-Pocket:	\$2,500 (\$5,000 Family)	\$3,000 (\$6,000 Family)	\$4,000 (\$8,000 Family)	\$6,000 (\$12,000 Family)
(Includes Deductible):	Yes	Yes	Yes	Yes
(Includes Copay):	Yes	Yes	Yes	Yes
(Includes Rx):	Yes	Yes	Yes	Yes
PHYSICIAN SERVICES				
Office Visit Copay:	\$20	\$20	\$30	Ded & Co-Ins
Specialist Copay:	\$35	\$35	Ded & Co-Ins	Ded & Co-Ins
Chiropractic Copay:	\$15	\$15	Ded & Co-Ins	Ded & Co-Ins
HOSPITAL/ EMERGENCY SERVICES				
Inpatient Hospital Per Admission Copay:	\$200	\$250 day, days 1-5	Not covered	Ded & Co-Ins
Emergency Room Copay:	\$100	\$100	\$100	\$100
Urgent Care Copay:	\$60	\$60	\$60	\$60
Outpatient Surgical Facility Copay:	Covered in Full	\$100	Not covered	Ded & Co-Ins
Ambulatory Surgery Center:	Covered in Full	\$100	Not covered	Ded & Co-Ins
DIAGNOSTIC SERVICES				
Lab, X-Ray & Diagnostics Outpatient:	Independent testing facility covered in full Outpatient hospital facility 15% Co-Ins	Independent testing facility covered in full, Outpatient hospital facility 15% Co-Ins	Ded & Co-Ins	Ded & Co-Ins
Lab, X-Ray & Major Diagnostics Outpatient: (CT, PET, MRI, MRA)	Independent testing facility covered in full Outpatient hospital facility 15% Co-Ins	Independent testing facility covered in full, Outpatient hospital facility 15% Co-Ins	Ded & Co-Ins	Ded & Co-Ins
PREVENTIVE ADULT WELLNESS	\$0	\$0	\$0	Ded & Co-Ins
PRESCRIPTION				
Deductible:	N/A	N/A	N/A	N/A
Tier 1:	preferred generic FHCP \$3/ Walgreens N/A	preferred generic FHCP \$3/ Walgreens N/A	preferred generic FHCP \$3/ Walgreens N/A	
Tier 2:	non-preferred generic FHCP \$10/ Walgreens \$15	non-preferred generic FHCP \$10/ Walgreens \$15	non-preferred generic FHCP \$10/ Walgreens \$15	
Tier 3:	FHCP \$30/ Walgreens \$35	FHCP \$30/ Walgreens \$35	FHCP \$30/ Walgreens \$35	
Tier 4:	FHCP \$55/ Walgreens \$60	FHCP \$55/ Walgreens \$60	FHCP \$55/ Walgreens \$60	
Mail Order Prescription:	FHCP \$125/ Walgreens N/A \$27/ \$87/ \$162/ NA	FHCP \$125/ Walgreens N/A	FHCP \$125/ Walgreens N/A	
LIFETIME MAXIMUM	Unlimited	Unlimited	Unlimited	
	Non-Network		Non-Network	
Deductible:	N/A			
Coinsurance:	N/A			
Maximum Out-of-Pocket:	N/A			
Per Occurrence Deductible (Inpatient):	N/A			
Per Occurrence Deductible (Outpatient Surgery):	N/A			
			See Option 3	
	Current	Renewal	Current	Renewal
EMPLOYEE	488.15	539.41	534.06	590.70
EMPLOYEE + SPOUSE	1,190.12	1,315.08	1,302.04	1,440.13
EMPLOYEE + CHILD(REN)	1,074.92	1,187.78	1,178.00	1,300.73
Family	1,424.92	1,574.54	1,558.92	1,724.26
ESTIMATED MONTHLY PREMIUMS	\$80,994.38	\$89,498.92	\$56,632.80	\$62,639.18
ESTIMATED ANNUAL PREMIUMS	\$971,932.56	\$1,073,987.04	\$679,593.60	\$751,670.16
	Increase = ~10.5%		Increase = ~10.6%	
		ESTIMATED TOTAL MONTHLY PREMIUMS:	\$152,138	
		ESTIMATED TOTAL ANNUAL PREMIUMS:	\$1,825,667	
		Total Increase =	~10.5%	

Rates subject to final underwriting & enrollment
ANNUALIZED PREMIUMS ARE BASED
ON CURRENT CENSUS OF:

38 Employee Only
18 Employee + Spouse
9 Employee + Child(ren)
22 Family
87 Total

22 Employee Only
15 Employee + Spouse
3 Employee + Child(ren)
14 Family
54 Total

ANNUALIZED PREMIUMS ARE BASED ON	8 Employee Only	22 Employee Only	12 Employee Only
CURRENT CENSUS OF:	2 Employee + Spouse	24 Employee + Spouse	4 Employee + Spouse
	0 Employee + Child(ren)	4 Employee + Child(ren)	3 Employee + Child(ren)
	4 Family	14 Family	7 Family
	14 Total	64 Total	26 Total

TOTAL MONTHLY PREMIUM	Current \$4,706	Renewal \$5,037
TOTAL ANNUAL PREMIUM	\$56,475	\$60,449
Total Rate Increase= 7%		

UTILITIES COMMISSION OF NEW SMYRNA BEACH
EXECUTIVE SUMMARY OF GROUP VISION PLAN QUOTES
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

X _____
Signature

Eyemed
Current/ Renewal

Network:	Eyemed Select
Copays:	
Exam:	\$10
Frequencies:	
Exams:	12 months
Lenses:	12 months
Frames:	24 months
Contacts:	12 months
In-Network Allowance:	
Frame Allowance:	\$130
Contact Allowance (Elective):	\$105
Contact Allowance (Medically Necessary):	Paid in full
COON Reimbursements:	
Exam:	up to \$30
Single Vision:	up to \$25
Bifocal:	up to \$40
Trifocal:	up to \$60
Frames:	up to \$65
Contacts (Elective):	up to \$84
Contacts (Medically Necessary):	up to \$200
Employer Contribution:	0%
Participation Requirement:	10 enrolled
Rate Guarantee:	Rate Guarantee until 10/1/2020
RATES:	
Employee	6.98
Family	17.81
ESTIMATED MONTHLY PREMIUM	\$804
ESTIMATED ANNUAL PREMIUM	\$9,649

ANNUALIZED PREMIUMS ARE BASED
ON CURRENT CENSUS OF:

31 Employee Only
33 Family
64 Total

UTILITIES COMMISSION OF NEW SMYRNA BEACH
EXECUTIVE SUMMARY OF GROUP LIFE AND AD&D PLAN QUOTES
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

X _____
Signature

	Standard Current/ Renewal		
	UNITS/ VOLUME	RATE	PREMIUM
LIFE	7,100,700	0.180	1,278.13
AD&D	7,100,700	0.030	213.02
MONTHLY TOTAL			1,491
ANNUAL TOTAL			17,894
	Class 1	Class 2	Class 3 Class 4
	Active Members, other than Commissioners	Commissioners	Retirees electing \$10,000 benefit Retirees electing \$25,000 benefit
BENEFIT: 1 x annual salary		\$10,000	\$10,000
MINIMUM BENEFIT:	\$10,000	\$10,000	\$10,000
MAXIMUM BENEFIT:	\$100,000	\$10,000	\$10,000
GUARANTEE ISSUE:	\$100,000	\$100,000	\$100,000
EMPLOYER CONTRIBUTION:	100%		0%
PARTICIPATION REQUIREMENT:	100%		0%
RATE GUARANTEE:	Rate Guarantee until 10/01/2019		
	Class 1	Class 2	Class 3 Class 4
REDUCTION SCHEDULE:	65% age 65 - 69 50% age 70 or over		none reduces to \$10,000 at age 70
NOTES:			
WAIVER OF PREMIUM:	included class 1 and 2		
CONVERSION:	Included		
ACCELERATED DEATH BENEFIT:	Included class 1 and 2		
SEATBELT/ SAFE DRIVER:	included		

UTILITIES COMMISSION OF NEW SMYRNA BEACH
EXECUTIVE SUMMARY OF GROUP VOLUNTARY LIFE PLAN QUOTES
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

X _____
Signature

**STANDARD
CURRENT/RENEWAL**

Life Rate	Employee Age Band	Per \$1,000
	Under 30	\$0.110
AD&D Rate:	Age 30 - 34	\$0.110
	Age 35 - 39	\$0.140
	Age 40 - 44	\$0.210
	Age 45 - 49	\$0.340
	Age 50 - 54	\$0.530
	Age 55 - 59	\$0.930
	Age 60 - 64	\$1.310
	Age 65 - 69	\$2.160
	Age 70 - 74	\$4.660
	Age 75 +	\$6.010
Child Rate	N/A	
BENEFIT:	10,000	
MINIMUM BENEFIT:	10,000	
MAXIMUM BENEFIT:	400,000	
GUARANTEE ISSUE:	195,000	
EMPLOYER CONTRIBUTION:	0%	
PARTICIPATION REQUIREMENT:	Greater of 20% or 10 enrolled	
RATE GUARANTEE:	Rate Guarantee until 10/01/2019	
REDUCTION SCHEDULE:		
NOTES:		
WAIVER OF PREMIUM:	Included	
PORTABILITY:	Included	
ACCELERATED DEATH BENEFIT:	Included	
SEATBELT/SAFE DRIVER:	Included	
SPOUSE:		
BENEFIT:		
MAXIMUM BENEFIT:		
GUARANTEE ISSUE:		
CHILD:		
BENEFIT:		
BENEFIT:		
FULL-TIME STUDENT:		

UTILITIES COMMISSION OF NEW SMYRNA BEACH
EXECUTIVE SUMMARY OF GROUP SHORT TERM DISABILITY PLAN QUOTES
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

X _____
 Signature

STANDARD
CURRENT / RENEWAL

NUMBER OF ELIGIBLE LIVES:	147
EMPLOYER CONTRIBUTION:	100%
PARTICIPATION REQUIREMENT:	100%
ELIMINATION PERIOD:	11 Accident / 11 Sickness
DURATION OF BENEFITS:	180 days
BENEFIT PERCENT:	60%
BENEFIT MAXIMUM:	\$300 / Week
BENEFIT MINIMUM:	\$0
MATERNITY:	As any illness
RATE GUARANTEE:	Rate Guarantee until 10/1/2019
TOTAL EST. WEEKLY BENEFIT (VOLUME):	\$44,100
MONTHLY RATE PER \$10 OF BENEFIT:	\$0.30
MONTHLY PREMIUMS:	\$1,323
ANNUAL PLAN PREMIUMS:	\$15,876
NOTES:	

UTILITIES COMMISSION OF NEW SMYRNA BEACH
EXECUTIVE SUMMARY OF GROUP LONG TERM DISABILITY PLAN QUOTES
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

X
Signature

**STANDARD
CURRENT / RENEWAL**

ELIGIBILITY:	Active employee other than commissione																	
NUMBER OF ELIGIBLE LIVES:	147																	
EMPLOYER CONTRIBUTION:	0%																	
EMPLOYEE PARTICIPATION:	Greater of 20% of 10 enrolled																	
ELIMINATION PERIOD:	180 days																	
PERCENT OF SALARY:	60%																	
MAXIMUM MONTHLY BENEFIT:	\$6,000																	
MINIMUM MONTHLY BENEFIT:	\$100																	
BENEFIT PERIOD:	5 years																	
INTEGRATION:	full family																	
DEFINITION OF DISABILITY:	2 year own occ/ any occ thereafter																	
EARNINGS TEST:	20 hours per week																	
PRE-EXISTING CONDITIONS:	3/12																	
MENTAL & NERVOUS:	24 months/ lifetime																	
SELF REPORTED LIMITATIONS:	Yes																	
SURVIVOR INCOME BENEFIT:	1 payment																	
RETURN TO WORK INCENTIVE:	Included																	
VOLUNTARY OR MANDATORY REHAB:	Included																	
REASONABLE ACCOMODATION:	Included																	
WORKSITE MODIFICATION:	Included																	
PROGRESSIVE INCOME BENEFIT:	Included																	
EAP:	N/A																	
RATE GUARANTEE:	Rate Guarantee until 10/01/2019																	
NOTES	<table><tr><td>Under age 29</td><td>\$0.13</td></tr><tr><td>30 through 34</td><td>\$0.19</td></tr><tr><td>35 through 39</td><td>\$0.20</td></tr><tr><td>40 though 44</td><td>\$0.31</td></tr><tr><td>45 through 49</td><td>\$0.47</td></tr><tr><td>50 through 54</td><td>\$0.76</td></tr><tr><td>55 through 50</td><td>\$1.34</td></tr><tr><td>60 or over</td><td>\$1.76</td></tr></table>		Under age 29	\$0.13	30 through 34	\$0.19	35 through 39	\$0.20	40 though 44	\$0.31	45 through 49	\$0.47	50 through 54	\$0.76	55 through 50	\$1.34	60 or over	\$1.76
Under age 29	\$0.13																	
30 through 34	\$0.19																	
35 through 39	\$0.20																	
40 though 44	\$0.31																	
45 through 49	\$0.47																	
50 through 54	\$0.76																	
55 through 50	\$1.34																	
60 or over	\$1.76																	

GLOSSARY

Medical

Balance Billing: The practice of charging full fees in excess of covered amounts and then billing the patient for that portion of the bill that the payer does not cover.

Breakpoint: Amount to which the plan and the participant co-insure covered expenses, after which the plan pays 100%.

Capitation Fee: A fixed predetermined amount paid to a provider for each person served, without regard to the actual number or nature of services provided to each person in a set period of time. Capitation is the characteristic payment method in HMOs.

Coinsurance: A policy provision by which both the insured person and the insurer share covered medical expenses in a specified ratio (e.g. 80%/20%), after the deductible is met.

Copayment: Payments made by consumers, in addition to deductibles and coinsurance, to help finance health benefit plans.

Deductible: The amount of out-of-pocket expenses that must be paid for health services by the insured before becoming payable by the carrier.

Exclusive Provider Organization (EPO): A more rigid type of PPO, closely related to an HMO. Provides benefits or levels of benefits only if care is rendered by providers within a specific network (with some exceptions for emergency and out-of-area services).

Explanation of Benefits (EOB): A description, sent to patients by health plans, of benefits received and services for which the health care provider has requested payment.

Fee for Service: A method of billing for health services, under which a health provider charges separately for each service rendered. This is the usual method of billing by the majority of physicians.

Gatekeeper: The primary care provider responsible for managing medical treatment rendered to an enrollee of a health plan.

Health Maintenance Organization (HMO): A prepaid medical plan that provides a comprehensive predetermined medical care benefit package.

Inpatient: A person who occupies a hospital bed while under observation, care, diagnosis, or treatment for at least 24 hours.

Mandated Benefits: A specific set of benefits required by law to be provided by all insurance carriers and reimbursed under all insurance policies.

Maximum Benefit: The highest annual or lifetime benefit that can be received under an insurance contract.

Maximum Out-of-Pocket Payments: The maximum amount of money a person will pay in addition to premium payments. The out-of-pocket payment is usually the sum of the deductible and coinsurance payments, and usually does not include copayments or non-covered expenses.

Medical Case Management: This option, often offered by insurance companies, provides coordinators to handle high cost claims and recommends specialized care and services targeted to an individual's treatment goals and needs. Case management is most often used to deal with catastrophic illnesses. The case management coordinator helps to oversee overall management of the patient, from the onset of the illness or injury into acute care hospitalization, specialized care programs and follow-up treatment.

Outpatient: A person who visits a clinic, emergency room or health facility and receives health care without being admitted as an overnight patient.

Outpatient Surgery: Same day surgery without anticipation of the overnight stay of patients. This is often performed at an ambulatory care facility.

Outpatient Surgical Facility: A freestanding center or entity within the hospital that is approved and licensed by the state to perform outpatient diagnostic services or surgical treatment of an illness or injury.

Point of Service Plan (POS): Members do not have to choose how to receive services until services are needed. In some plans, for example, members decide whether to use a network provider or an outside provider. Although the services of an outside provider are covered, benefits are greater if members select a preferred provider (example 70% vs. 100% coverage).

Preferred Provider Organization (PPO): A group of hospitals and physicians that contract on a fee-for-service basis with employers, insurance companies or other third party administrators to provide comprehensive medical service. Providers exchange discounted services for increased volume. Participants' out-of-pocket costs are usually lower than under a fee-for-service plan.

Preventive Care: Comprehensive care emphasizing priorities for prevention, early detection and early treatment of conditions, generally including routine physical examinations, immunization and well person care.

Primary Care: Routine medical care, normally provided in a doctor's office. Professional and related services administered by an internist, family practitioner, general practitioner, or pediatrician.

Specialist: Physician who concentrates on medical activities in a particular specialty of medicine.

GLOSSARY

Prescription Drugs

Average Wholesale Price (AWP): The published suggested wholesale price of a drug. It is often used by pharmacies as a cost basis for pricing prescriptions. While a reliable pricing reference for brand-named drugs, it can be misleading in the case of generic drugs since each manufacturer establishes its own AWP for the generic drug. This can result in a broad range of prices for the identical product.

Brand-Name Drugs: A drug protected by a patent issued to the original innovator or marketer. The patent prohibits the manufacture of the drug by other companies as long as the patent remains in effect.

Formulary: A listing of prescription medications that will be covered by a plan or insurance contract that often fosters substitution of generic or therapeutic equivalents on a cost-effective basis.

Generic Equivalent Drugs: Drug that is equal in therapeutic power to the brand-name originals because they contain identical active ingredients at the same doses.

Legend Drugs: Drugs that must be obtained by doctor prescriptions, as opposed to those prescribed by a doctor but available over the counter.

GLOSSARY

Dental

Balance Billing: The practice of charging full fees in excess of covered amounts and then billing the patient for that portion of the bill that the payer does not cover.

Coinsurance: A policy provision by which both the insured person and the insurer share covered dental expenses in a specified ratio (e.g. 80%/20%), after the deductible is met.

Deductible: The amount of out-of-pocket expenses that must be paid for services by the insured before becoming payable by the carrier.

Dental Maintenance Organization (DMO): Provides comprehensive dental services to a particular group for a fixed fee.

Direct Reimbursement: A self-funded program in which the individual is reimbursed based on a percentage of dollars spent for dental care provided and which allows beneficiaries to seek treatment from the dentists of their choice.

Explanation of Benefits (EOB): A description, sent to patients by health plans, of benefits received and services for which the health care provider has requested payment.

Endodontics: Diagnosis and treatment of diseases of the tooth pulp, root canal, and apex (tip of the tooth root).

Oral and Maxillofacial Surgery: Deals with diseases, injuries, and defects of the jaw and related structures.

Orthodontics: Aligns teeth with a variety of appliances.

Percentile: A range of distribution of provided charges determined by a third party payer for specific services. For example, if the third party uses a 90% percentile, maximum payment may be made for any charge at or below that level.

Periodontics: Involves the tissues that surround the teeth: gingiva, cementum, periodontal membrane, and supporting bone.

GLOSSARY

Miscellaneous Terms

Adverse Selection: The tendency of an individual to recognize his or her health status in selecting the option under a retirement system or insurance plan that tends to be most favorable to him or her (and more costly to the plan). In insurance usage, a person with an impaired health status or with expected medical care needs applies for insurance coverage financially favorable to himself or herself and detrimental to the insurance company. Also known as antiselection.

Carve-Out: A program separate from the primary plan designed to provide a specialized type of care, such as a mental health carve-out; or for a designated group of employees, such as a management carve-out.

Contributory Plan: A benefit plan under which employees bear part of the cost.

Employee Assistance Plan (EAP): Designed to help employees whose job performance is being adversely affected by personal problems. The program may also apply to many types of health education, prevention, counseling and control of specific conditions (e.g. alcoholism, smoking, fitness, etc.).

Employee Contribution: Made by an employee into a plan. May or may not be required for participation.

Experience: Usually expressed as a ratio or percentage, it is the relationship of premium to claims, coverage or benefits of a plan for a specified period of time.

Experience-Rated Premium: A premium based on the anticipated claims experience of, or utilization of service by, a contract group according to its age, sex and any other attributes expected to affect its health service utilization. Such a premium is subject to periodic adjustment in line with actual claims or utilization experience.

Minimum Participation Requirement: Minimum number of eligible employees that must elect coverage in order for a carrier to write policy, normally expressed as a percentage.

Noncontributory Provision: A term applied to employee benefit plans under which the employer bears the full cost of the benefits for the employees. One hundred percent of eligible employees must be insured.

Preexisting Conditions: A physical and/or mental condition of an insured person that existed prior to the issuance of his or her policy. Excluded from coverage under some policies.

Reasonable and Customary (R&C) Charge: The prevailing charge made by providers of similar expertise for a similar procedure in a particular geographic area. See also Usual, Reasonable and Customary Fees.

Trend Factor: The measurement for actuarial purposes of the change in the cost of health care after weighing inflationary changes, changes in utilization and technology.

Usual, Customary and Reasonable (UCR) Fees: *Usual* is the fee usually charged for a given service by a provider; *Customary* is a fee in the range of usual fees charged by similar providers in area; *Reasonable* is a fee, according to the review committee, that meets the lesser of the two criteria or is justified in the circumstances.

Voluntary (Employee-Pay-All) Benefits: Specific benefits that the employer administers and the employees pay for. Commonly used for benefits that employees want but which the employer is unable or unwilling to contribute toward.

GLOSSARY

Life

Accelerated Death Benefit: Provides for the payment of a portion of the death benefit prior to the insured's death should the insured be diagnosed as terminally ill. The specific requirements vary by company.

Conversion: Option to purchase a permanent life policy at the end of your employment without submitting evidence of insurability.

Critical Illness Benefit: Pays a lump sum benefit if the insured suffers a defined critical illness event (cancer, stroke, heart attack). Amounts and coverage vary by company.

Evidence of Insurability (EOI): Documentation of the good health condition of the insured and/or his/her dependent's health in order to be approved for coverage.

Guarantee Issue: The amount of life insurance guaranteed, either during initial enrollment period or during open enrollment, without evidence of insurability

Portability: Option to purchase a term life policy at the end of your employment without submitting evidence of insurability

Waiver of Premium: A provision in which insurance will be continued without payment of premium while the insured is totally disabled. Waiting periods vary by company.

GLOSSARY

Disability

Any Occupation Period: Period in which disability benefits are payable if the claimant is unable to perform any job function that requires similar education, training, or experience.

Deductible Income: Sick pay, annual or personal leave pay, severance pay, or other salary continuation payable to a disabled employee by the employer.

Elimination Period: The length of time between when an injury or illness begins and receiving disability benefit payments.

Integration: How disability benefits will be offset by payments received from Social Security. Can either be Primary, meaning only the disabled person's social security benefits will offset the long term disability benefits, or Family, meaning that both the disabled person's and any spouse/child's social security benefits will offset the long term disability benefits.

Own Occupation Period: Period in which disability benefits are payable if the claimant is unable to perform his or her own job function. (Usually first 2 years of long term disability period.)

Pre-Existing Condition: A mental or physical condition whether or not diagnosed or misdiagnosed for which the insured has done or for which a reasonably prudent person would have done any of the following:

- a. Consulted a physician or other licensed medical professional
- b. Received medical treatment, services, or advice
- c. Undergone diagnostic procedures
- d. Taken prescription medications

Which as a result of any medical examination was discovered or suspected at any time during the specified time period (usually 90 days) just before your insurance becomes effective.

Pre-Existing Condition Exclusion: You are not covered for a disability caused or contributed to by a preexisting condition unless on the date you become disabled you have been continuously insured under the group policy for 12 months and have been actively at work for at least one full day after the end of the 12 months

Attachments

Sample Employee Communications



Utilities Commission, City of New Smyrna Beach



Employee Benefits Guide

October 1st, 2017 – September 30th, 2018

The information in this Benefits Guide is presented for illustrative purposes only. The text contained in this Guide was taken from various plan documents and/or benefit information. While every effort was taken to accurately report your benefits, discrepancies, or errors are always possible. In case of discrepancy between the Benefits Guide and the actual plan documents the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about this guide, contact Human Resources.

TABLE OF CONTENTS

Introduction	3
Who is Eligible	4
Open Enrollment	4
Making Changes To Your Benefits	4
Medical (Florida Health Care)	5
Dental (The Standard)	14
Vision (EyeMed)	18
Life/AD&D (The Standard)	20
Voluntary Life (The Standard)	21
Disability (The Standard)	22
Voluntary Benefits (Colonial Life)	24
Marketplace Notice	25
Annual Notices	28
Women's Health & Cancer Rights Act of 1998	
Patient Protection Model Disclosure (HMO)	
Newborns' Act	
Right to Receive a Notice of Privacy Practices	
Special Enrollment Notice	
Addendum A – Medicaid and CHIP	
Medicare Part D Notices	29
Glossary of Terms	36
Contacts	37

WELCOME !

Utilities Commission, City of New Smyrna Beach recognizes the importance of healthcare benefits by offering a cost-effective and comprehensive benefits package suitable for your individual and family needs. From employer paid to supplemental benefits, this guide provides an overview of the options available to you as well as informational tools to optimize your coverage. As you consider your insurance needs, please take this once a year opportunity to choose the best benefit options for you and your family.



For benefits information, contact Sandy
Ledger—(386) 424-3055 | sledger@ucnsb.org.

ENROLLMENT CHECKLIST- If applicable

- ✓ Review your benefit options
- ✓ Verify your physician is a participating provider
- ✓ Verify your dentist is a participating provider
- ✓ Verify your eye care professional is a participating provider
- ✓ Complete Evidence of Insurability (EOI)
- ✓ Submit your completed enrollment form(s)

Introduction

The Utilities Commission, City of New Smyrna Beach is committed to providing our employees with a comprehensive benefits program to help you stay healthy and feel secure. This booklet will describe those benefits which include medical, dental, vision, disability, life and AD&D insurance.

For a detailed description of these benefits please refer to the applicable Certificates of Coverage.

Full time employees are eligible for benefits on the 1st day of the month following 60 days of employment. The Utilities Commission provides STD and LTD to full-time employees after 6 months of employment. Employees may purchase medical, dental, vision, voluntary life, accident, cancer and hospital insurance for themselves and their dependents through payroll deduction.

In order to get the most out of your plans you should seek care at an in-network provider. These providers have agreed to discount their prices, so you will pay less out of pocket. You can locate an in-network provider by accessing the carrier's website listed in the back of this booklet.

Customer Service:

Public Risk Insurance Agency (PRIA) is here to assist you with any benefits questions or claims issues. Please call 386-239-4067 to speak with an account representative who is familiar with your employee benefits.



OPEN ENROLLMENT FOR BENEFIT PLAN YEAR 10/1/17-9/30/18

Each year, during the open enrollment period, you will have the opportunity to enroll in or make changes to your benefit elections and dependents without a qualifying event. Please take the time to review all of the plan options carefully to determine which plan options meet the anticipated needs of you and your family. Once you have made your elections you will not be able to change them until the next open enrollment period, unless you experience a qualifying event.



MAKING CHANGES TO YOUR BENEFITS DURING THE PLAN YEAR (QUALIFYING EVENT)

After October 1st, 2017 you may not make changes to your benefits during the year unless you experience one of the following qualifying events:

- Marriage
- Divorce
- Death of spouse, child or other qualified dependent
- Legal Separation (Subject to State regulations)
- Birth or adoption of child
- Change of dependent status
- Loss of other group coverage
- Change in employment status for employee, spouse, dependent
- Change in residence due to an employment transfer

If you do not make changes within 30 days of the 'qualifying event,' you must wait until the following open enrollment period.

WHO IS ELIGIBLE?

Full-time employees (regularly scheduled and working at least 20 hours per week)

If you are a new hire, you are eligible for benefits on the **1st of the month following 60 days** of employment for all lines of coverage, except disability. Disability Plan eligibility is the 1st of the month following 6 months of employment. You are automatically enrolled in the Short-Term disability coverage and are able to elect Long-Term disability coverage if you wish.

Family members eligible for dependent coverage include:

- Legal spouse
- Natural, adopted, foster or step child(ren)
- Child(ren) for whom court appointed or legal guardianship has been awarded

Eligible dependent children may be covered until:

- Medical: 26 years old (To age 30 if qualifying factors are met)
- Dental: 26 years old
- Vision: 26 years old (Dependent part time or full time students until age 30)

A handicapped dependent child may continue coverage beyond the age limit if determined to meet plan requirements.

MEDICAL INSURANCE

Florida Health Care Plans – www.fhcp.com

Participating provider information can be found on the carrier's website.



TRIPLE OPTION T03

IN-NETWORK	In-Network Option 1		Option 2		Option 3	
COINSURANCE	N/A		30%		50%	
CALENDAR YEAR DEDUCTIBLE						
Individual / Family	\$0 (\$0 Family)		\$250 (\$500 Family)		\$500 (\$1,000 Family)	
OUT OF POCKET MAX						
Individual / Family	\$3,000 (\$6,000 Family)		\$4,000 (\$8,000 Family)		\$6,000 (\$12,000 Family)	
Deductible Applies To Out of Pocket	Yes		Yes		Yes	
Medical Copays Apply To Out of Pocket	Yes		Yes		Yes	
RX Copays Apply To Out of Pocket	Yes		Yes		Yes	
LIFETIME MAXIMUM	Unlimited		Unlimited		Unlimited	
PHYSICIAN SERVICES						
Office Visit	\$20		\$30		Deductible + Coinsurance	
Specialist Visit	\$35		Deductible + Coinsurance		Deductible + Coinsurance	
Chiropractic	\$15		Deductible + Coinsurance		Deductible + Coinsurance	
HOSPITAL/EMERGENCY SERVICES						
Inpatient Hospital Per Admission Copay	\$250/day, days 1-5		N/A		Deductible + Coinsurance	
Outpatient Surgical Facility Copay	\$100		N/A		Deductible + Coinsurance	
Ambulatory Surgery Center	\$100		N/A		Deductible + Coinsurance	
Urgent Care	\$60		\$60		\$60	
Emergency Room	\$100		\$100		\$100	
DIAGNOSTIC SERVICES						
Independent Facility: Labs (i.e. Blood work)	\$0		Deductible + Coinsurance		Deductible + Coinsurance	
Independent Diagnostic Facility: (X-rays, Diagnostics, Advanced Imaging)	\$0		Deductible + Coinsurance		Deductible + Coinsurance	
Outpatient Hospital Facility (Labs, X-rays, Diagnostics, Advanced Imaging)	15% Coinsurance					
PRESCRIPTION DRUGS:	FHCP	Walgreens	FHCP	Walgreens	FHCP	Walgreens
Tier 1	\$3 / \$10	\$15	\$3 / \$10	\$15	\$3 / \$10	\$15
Tier 2	\$30	\$35	\$30	\$35	\$30	\$35
Tier 3	\$55	\$60	\$55	\$60	\$55	\$60
Tier 4	\$125	N/A	\$125	N/A	\$125	N/A
Mail Order (FHCP Pharmacy Only)	\$27/\$87/\$162 2/NA	N/A	\$27/\$87/\$162 /NA	N/A	\$27/\$87/\$162 /NA	N/A

MEDICAL INSURANCE

Florida Health Care Plans – www.fhcp.com

Participating provider information can be found on the carrier's website.



HMO PLAN T42		
IN-NETWORK		
COINSURANCE	15%	
CALENDAR YEAR DEDUCTIBLE		
Individual / Family	\$0 (\$0 Family)	
OUT OF POCKET MAX		
Individual / Family	\$2,500 (\$5,000 Family)	
Deductible Applies To Out of Pocket	Yes	
Medical Copays Apply To Out of Pocket	Yes	
RX Copays Apply To Out of Pocket	Yes	
LIFETIME MAXIMUM	Unlimited	
PHYSICIAN SERVICES		
Office Visit	\$20	
Specialist Visit	\$35	
Chiropractic	\$15	
HOSPITAL/EMERGENCY SERVICES		
Inpatient Hospital Per Admission Copay	\$200	
Outpatient Surgical Facility Copay	Covered in Full	
Ambulatory Surgery Center	Covered in Full	
Urgent Care	\$60	
Emergency Room	\$100	
DIAGNOSTIC SERVICES		
Lab, X-Ray & Diagnostics Outpatient	Independent Facility: \$0 Outpatient Hospital Facility: 15% Coinsurance	
Major Diagnostics (MRI, CAT, PET, CT)	Independent Facility: \$0 Outpatient Hospital Facility: 15% Coinsurance	
PRESCRIPTION DRUGS:		
	FHCP	Walgreens
Tier 1	\$3 / \$10	\$15
Tier 2	\$30	\$35
Tier 3	\$55	\$60
Tier 4	\$125	N/A
Mail Order (FHCP Pharmacy Only)	\$27/\$87/\$162/NA	N/A

PAYROLL DEDUCTIONS



Payroll deduction amounts for each plan offered based on number of years with UCNSB.

TRIPLE OPTION PLAN T03

	0-5 YEARS		6-15 YEARS		16-25 YEARS		25+ YEARS	
PLAN COST PER PAY PERIOD (24)	UCNSB	Employee	UCNSB	Employee	UCNSB	Employee	UCNSB	Employee
Employee Only	\$295.35	\$0.00	\$295.35	\$0.00	\$295.35	\$0.00	\$295.35	\$0.00
Employee + Spouse	\$507.71	\$212.36	\$571.41	\$148.65	\$635.12	\$84.94	\$720.07	\$0.00
Employee + Child(ren)	\$472.86	\$177.51	\$526.11	\$124.26	\$579.36	\$71.00	\$650.37	\$0.00
Family	\$578.74	\$283.39	\$663.76	\$198.37	\$748.77	\$113.36	\$862.13	\$0.00
Family Plan for 2 Employees	\$726.42	\$135.72	\$767.13	\$95.00	\$807.84	\$54.29	N/A	N/A

HMO PLAN T42

	0-5 YEARS		6-15 YEARS		16-25 YEARS		25+ YEARS	
PLAN COST PER PAY PERIOD (24)	UCNSB	Employee	UCNSB	Employee	UCNSB	Employee	UCNSB	Employee
Employee Only	\$269.71	\$0.00	\$269.71	\$0.00	\$269.71	\$0.00	\$269.71	\$0.00
Employee + Spouse	\$463.62	\$193.92	\$521.80	\$135.74	\$579.97	\$77.57	\$657.54	\$0.00
Employee + Child(ren)	\$431.80	\$162.09	\$480.43	\$113.46	\$529.05	\$64.84	\$593.89	\$0.00
Family	\$528.49	\$258.49	\$606.12	\$181.15	\$683.76	\$103.51	\$787.27	\$0.00
Family Plan for 2 Employees	\$663.34	\$123.93	\$700.52	\$86.75	\$737.70	\$49.57	N/A	N/A

FLORIDA HEALTH CARE PLANS EXTENDED HOURS CARE CENTERS



MediQuick Palm Coast - North 6 Office Park Dr. Palm Coast, FL 32137 386-447-6615 Mon - Fri: 8 a.m. - 8 p.m. Sat: 8 a.m. - 6 p.m. Sun: 10 a.m. - 5 p.m.	FHCP - Edgewater 239 N. Ridgewood Ave. Edgewater, FL 32132 386-427-4868 Mon - Fri: 7 a.m. - 7 p.m. Sat: 8 a.m. - Noon
MediQuick Palm Coast - South 140 Pinnacles Dr. Palm Coast, FL 32164 386-597-2829 Mon - Fri: 8 a.m. - 8 p.m. Sat: 8 a.m. - 6 p.m. Sun: 10 a.m. - 5 p.m.	FHCP - DeLand 927 N. Spring Garden Ave. Deland, FL 32720 386-736-1948 Mon - Fri: 7 a.m. - 7 p.m.
FHCP - Ormond Beach 461 S. Nova Rd. Ormond Beach, FL 32174 386-671-4337 Mon - Fri: 7 a.m. - 7 p.m.	FHCP - Orange City 2777 Enterprise Rd. Orange City, FL 32763 386-774-2550 Mon - Fri: 7 a.m. - 7 p.m. Sat: 8 a.m. - Noon
FHCP - Daytona Beach 320 N. Clyde Morris Blvd., Ste. D Daytona Beach, FL 32114 386-238-3204 Mon - Fri: 7 a.m. - 7 p.m. Sat: 8 a.m. - Noon	Advanced Urgent Care Deltona 1240 East Normandy Blvd., Deltona, FL 32725 386-860-5051 Mon - Fri: 8 a.m. - 6 p.m. Sat & Sun: 9 a.m. - 3 p.m.
Advanced Urgent Care Port Orange 1690 Dunlawton Ave., Ste. 120 Port Orange, FL 32127 386-763-4915 Mon - Fri: 7 a.m. - 10 p.m. Sat & Sun: 9 a.m. - 7 p.m.	<i>CALL CENTRAL SCHEDULING AT (386) 676-7198 TO SET UP AN APPOINTMENT TODAY!</i>

WHERE TO GO WHEN YOU NEED MEDICAL ATTENTION



Your Primary Care Physician (PCP) office is your Medical Home and is the first place to call with any health care needs and questions. Your physician has your history and is often able to help you.

PRIMARY CARE PHYSICIAN



Reasons to see your Medical Home include:

Chronic Conditions like:

- Hypertension/High Blood Pressure
- Diabetes/High Blood Sugar
- High Lipids/Cholesterol
- Heart Disease
- Arthritis
- Depression

Acute Conditions like:

- Headache and/or fever
- Urinary tract infection
- Minor injuries
- Low back pain

Coordination of Care

- After Hospital, Skilled Nursing Home or Home Health Discharge
- After ER Evaluation

Benefits of visiting PCP

- Low copay for most plans
- Medical history is available
- Established relationship with your physician and clinical staff

DOCTOR ON DEMAND



Reasons to use a video visit with a physician include:

- Cough, cold or flu
- Minor strains & sprains
- Bronchitis & sinus infection
- Skin & eye issues
- Upset stomach
- Urinary tract/bladder infections
- Rashes
- Pediatric issues
- Psychological issues
- Visit with a licensed therapist

Benefits of using Doctor On Demand:

- Low copay and 24/7 hours
- Board certified physicians
- Licensed psychologists
- Use smartphone or tablet
- Available throughout U.S.
- Use when PCP/EHCC are unavailable to you

Text "FHCP" to **68938**
or visit
doctorondemand.com/fhcp
to download today!

EXTENDED HOURS CARE CENTERS



Reasons to visit an EHCC include:

- Acute minor trauma
- Cough, cold or flu
- Strains & sprains
- Minor allergic reactions
- Immunizations
- Low back pain
- Placement of stitches for a cut/laceration
- Removal of stitches
- Urinary tract/bladder infections

Benefits of visiting an EHCC:

- Nine locations in Volusia and Flagler Counties with physicians and advanced practitioners
- WorkForce Wellness rider is accepted
- Same-day appointments
- Shorter wait time
- Significant savings over ER

If your local FHCP Extended Hours Care Center is closed, please consider visiting the nearest FHCP participating Urgent Care Center.

EMERGENCY ROOM



Reasons to visit the Emergency Room include:

- Any life-threatening emergency
- Any severe illness or injury
- Unresponsiveness
- Chest pain
- Weakness on one side
- Inability to speak
- Spine or head injury
- Mental status change
- Difficulty breathing
- Uncontrolled bleeding
- Poisoning



DOCTOR ON DEMAND

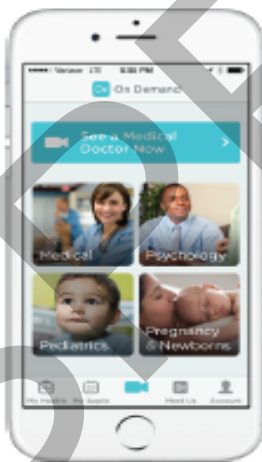


Video Visit with a Doctor from the Comfort of Home



www.doctorondemand.com/fhcp

Text "**FHCP**" to **68398** or download the app from the App Store on your smartphone or tablet today!



- 1 Tap "Sign Up"
- 2 When asked for your health insurance, select "**Florida Health Care Plan**" from the list.
- 3 Enter the information from your FHCP insurance card on the next screen

Affordable

Visits with a medical doctor are \$10*, and visits with a psychologist and psychiatrist are each \$30*

** Please check your schedule of benefits to see if a deductible applies. If so, medical visits are \$42, psychologist visits are \$52.50 for 25 minutes (\$95 for 50 minutes), and psychiatry visits are \$99.75 for 50 minutes (\$225 45-minute initial visit) until the deductible is met.*

Convenient

Stay in bed and get rid of your cold, flu or other common medical issues

Fast & Easy

Connect with a physician within 90 seconds. Book an appointment with a psychologist.

Great Doctors

Board-certified and licensed in Florida.

Treat Nearly Everything

Nearly any non-emergency medical issue or emotional health issue such as anxiety and depression.

Get a Prescription

Quick and paperless prescription fulfillment to your pharmacy*.

**No controlled drugs prescribed*

DOCTOR ON DEMAND



Pharmacy Selection

When prompted to select your pharmacy, click on the "Search Near Me" button. Florida Health Care pharmacies will appear as the white bird logo.



What is the Cost?

After selecting Florida Health Care Plans as your insurance and inputting your information from your FHCP insurance card, you will see the following co-pay amounts:

Medical Visit: \$10*

Psychology Visit: \$30*

** Please check your schedule of benefits to see if a deductible applies. If so, medical visits are \$42, psychologist visits are \$52.50 for 25 minutes (\$95 for 50 minutes), and psychiatry visits are \$99.75 for 50 minutes (\$225 45-minute initial visit) until the deductible is met.*

If you do not see this co-pay:

- Check that you are logged in to your Doctor On Demand account.
- Add Florida Health Care Plans as your insurance and enter your group number and Member number (six numeric characters only)
- Exit the system and try again
- Contact FHCP Member Services at **386-615-4022** or **877-615-4022** (TRS Relay 711), 7 days a week, 8 a.m. - 8 p.m. for additional information on Doctor On Demand costs.

State of Florida employees and dependents are not eligible for Doctor on Demand/telemedicine through FHCP due to plan exclusions. Visit www.doctorondemand.com for information on using this service.

Doctor On Demand operates subject to state laws and is not currently available in Alaska or Arkansas due to state regulations. Behavioral healthcare is available in all 50 states. Doctor On Demand is not intended to replace an annual, in-person visit with a primary care physician.

***Doctor On Demand physicians do not prescribe DEA controlled substances, and may elect not to treat or prescribe other medications based on what is clinically appropriate. The formulary, pharmacy network and/or provider network may change at any time. You will receive notice when necessary. This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments, and restrictions may apply. Benefits, premiums, and/or copayments/coinsurance may change on January 1 of each year. Florida Health Care Plans is an HMO plan with a Medicare Contract. Enrollment in Florida Health Care Plans depends on contract renewal.*

Top Medical Issues Treated

Cold and Flu
Bronchitis & Sinus Infections
Allergies
Skin & Eye Issues
Sore Throat
Urinary Tract Infection
Pediatric Issues
Pharmacy Prescriptions**

Top Psychological Issues Treated

Anxiety
Stress
Depression
Addictions
Relationship Issues



SAVINGS TIPS

Pharmacy discount programs. Before you pay for your next prescription check to see if they are available for free or at a low cost. Pharmacies such as Wal-Mart and Target offer prescription discount programs that allow you to purchase medications for as low as \$4 for a 30-day supply. Publix pharmacies offer select free antibiotics and diabetes medications.

Walmart

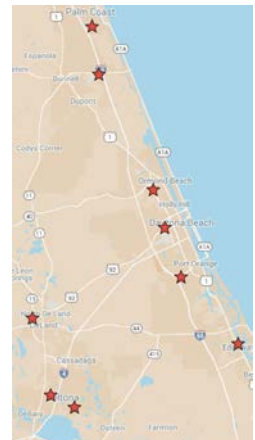


TARGET



Publix

Avoid unnecessary, costly Emergency Room visits, and save time by using one of FHCP's Extended Hours Care Centers. Our EHCCs offer same-day appointments and are conveniently located throughout the community.



Urgent Care vs ER. Don't pay more if you don't have to. The Emergency Room is meant for true emergencies such as life threatening illnesses and injuries. The ER costs an average of three times more than a visit to the urgent care. In a non-life threatening situation, you can most likely be treated at an urgent care. Urgent Care centers are available for non-life threatening immediate care.



ER Examples:

- Chest Pain
- Broken Bones
- Allergic Reactions
- Continuous Bleeding
- Head Injury
- Severe Shortness of Breath
- Deep Wounds

Urgent Care Examples:

- Coughs and Sore Throat
- Minor Injuries and Burns
- Ear / Sinus Infections
- Flu and Cold
- Sprains and Strains
- Fever
- Vaccinations

Urgent Care Clinics vs. Walk-In Clinics and ERs

When going for medical treatment, it is important to identify the type of care needed at that given time. If it is a critical case, then neither the walk-in clinics nor the urgent care centers are of any use. At such times, the hospital ER is the first option to be approached. For a minor ailment like the flu and common cold, walk-in clinics are the best options. For a more serious illness, one may choose the urgent care clinic.

Urgent Care Clinics are essentially walk-in clinics but serve the patients who are suffering from acute illnesses and injuries and which are beyond the capacities of a regular walk-in clinic. It is open for extended hours and is open for patients with non-life threatening injuries and illnesses.

When to visit an Urgent Care facility

- Coughs and Sore Throat
- Minor Injuries and Burns
- Ear / Sinus Infections
- Flu and Cold
- Sprains and Strains
- Fever
- Vaccinations

Walk-in Clinics are designed to treat common ailments such as sinus, flu or strep throat. They provide basic primary health care and are staffed by nurse practitioners or physician's assistants. They are authorized to write prescriptions to treat the symptoms. The walk-in clinics are designed to be convenient and low-cost.

Clinics can be found at Wal-Mart, Walgreens, Target, and CVS pharmacies.

Emergency Rooms are meant for true emergencies such as life threatening illnesses and injuries. The ER costs an average of three times more than a visit to the urgent care. In a non-life threatening situation, you can most likely be treated at an urgent care. Urgent Care centers are available for non-life threatening immediate care.

When to visit an ER

- Chest Pain
- Broken Bones
- Allergic Reactions
- Continuous Bleeding
- Head Injury
- Severe Shortness of Breath
- Deep Wounds

VOLUNTARY DENTAL INSURANCE

The Standard – www.standard.com



IN-NETWORK BENEFITS	
Allowance	Discounted Fee
Co-Insurance	
Preventive	100%
Basic	100%
Major	60%
Orthodontia	50%
Deductible Individual (Family) <i>Waived for Preventive Services</i>	\$50 (\$150 Family)
Calendar Year Maximum	\$2,000
Lifetime Orthodontic Maximum (Does not include adult ortho)	\$1,000
SCHEDULE OF BENEFITS	
Routine Exams	Preventive
Cleaning	Preventive
X-Rays	
Bitewing	Preventive
Full Mouth	Preventive
Sealants	Preventive
Fillings	
Amalgam	Basic
Composite Resin	Basic
Oral Surgery (Simple / Complex)	Basic
Repairs	Basic
Root Canal	Basic
Periodontal Maintenance and/or Surgery (Co-insurance based on complexity of procedure)	Basic
Crowns	Major
Fixed Bridges	Major
Full And Partial Dentures	Major
Waiting Period	None
OUT-OF-NETWORK BENEFITS	
Allowance	90 th % U&C
Co-Insurance	
Preventive	100%
Basic	80%
Major	50%
Orthodontia – Child Only Coverage	50%
Deductible Individual (Family) <i>Waived for Preventive Services</i>	\$50 (\$150 Family)
Calendar Year Maximum	\$1,000
Lifetime Orthodontic Maximum (Does not include adult ortho)	\$1,000
MONTHLY PAYROLL DEDUCTIONS	
Employee	\$42.12
Employee + Spouse	\$87.32
Employee + Child(ren)	\$96.92
Employee + Family	\$148.48

VOLUNTARY DENTAL INSURANCE

The Standard – www.standard.com



IN-NETWORK BENEFITS	
Allowance	Discounted Fee
Co-Insurance	
Preventive	100%
Basic	80%
Major	50%
Orthodontia	50%
Deductible Individual (Family) <i>Waived for Preventive Services</i>	\$50 (\$150 Family)
Calendar Year Maximum	\$1,000
Lifetime Orthodontic Maximum	\$1,000
SCHEDULE OF BENEFITS	
Routine Exams	Preventive
Cleaning	Preventive
X-Rays	
Bitewing	Preventive
Full Mouth	Preventive
Sealants	Preventive
Fillings	
Amalgam	Basic
Composite Resin	Basic
Oral Surgery (Simple / Complex)	Basic
Repairs	Basic
Root Canal	Basic
Periodontal Maintenance and/or Surgery (Co-insurance based on complexity of procedure)	Basic
Crowns	Major
Fixed Bridges	Major
Full And Partial Dentures	Major
Waiting Period	None
OUT-OF-NETWORK BENEFITS	
Allowance / Orthodontia Allowance	Discounted Fee / U&C
Co-Insurance	
Preventive	100%
Basic	50%
Major	25%
Orthodontia – Child Only Coverage	50%
Deductible Individual (Family) <i>Waived for Preventive Services</i>	\$100 (\$300 Family)
Calendar Year Maximum	\$1,000
Lifetime Orthodontic Maximum (Does not include adult ortho)	\$1,000
MONTHLY PAYROLL DEDUCTIONS	
Employee	\$23.08
Employee + Spouse	\$47.16
Employee + Child(ren)	\$56.44
Employee + Family	\$84.84

VOLUNTARY DENTAL INSURANCE

The Standard – www.standard.com



IN-NETWORK BENEFITS	Low Plan
Allowance	Discounted Fee
Eligible Expenses	
Benefit Level 1	0% of first \$250
Benefit Level 2	80% of remaining eligible expenses up to annual maximum
Orthodontia	N/A
Deductible	\$250
Calendar Year Maximum (<i>per person</i>)	\$3,000
Lifetime Orthodontic Maximum	N/A
Waiting Period	None

SAMPLE PROCEDURE LISTING

Sample Procedures all levels

- Routine Exam (2 per benefit period)
- Bitewing X-rays (2 per benefit period)
- Full Mouth / Panoramic X-rays (1 in 3 years)
- Periapical X-rays
- Cleaning (2 per benefit period)
- Fluoride for Children 18 and under (1 per benefit period)
- Sealants (age 16 and under)
- Space Maintainers
- Restorative Amalgams
- Restorative Composites (anterior and posterior teeth)
- Onlays
- Crowns (1 in 5 years per tooth)
- Crown Repair
- Endodontics (nonsurgical)
- Endodontics (surgical)
- Periodontics (nonsurgical)
- Periodontics (surgical)
- Denture Repair
- Implants
- Prosthodontics (fixed bridge; removable complete/partial dentures) (1 in 5 years)
- Simple Extractions
- Complex Extractions
- Anesthesia

OUT-OF-NETWORK BENEFITS	N/A
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MONTHLY PAYROLL DEDUCTIONS

Employee	\$20.32
Employee + Spouse	\$43.60
Employee + Child(ren)	\$29.76
Employee + Family	\$53.04

DENTAL BENEFITS AND TIPS

The Standard – www.standard.com



Max Builder is a rollover benefit available to employees participating in the Mid and High dental plans. For full details, please login to your personal account at www.standard.com/dental.

Benefit Threshold	\$500	Dental benefits received for the year cannot exceed this amount
Annual Carryover Amount	\$250	Max Builder amount is added to the following year's maximum
Annual PPO Bonus	\$100	Additional bonus is earned if the participant sees a network provider
Maximum Carryover	\$1,000	Maximum possible accumulation for Max Builder and PPO Bonus Combined

Late Entrant Provision

We strongly encourage you to enroll in coverage when you are initially eligible. If you choose not to sign up during this initial enrollment period, you will become a late entrant. Late entrants will be eligible for only exams, cleanings and fluoride applications for the first 12 months they are covered.

Find a Member Dentist

Visit <http://www.standard.com/dental> and click on “Find a Dentist”. When prompted, select the network found on your ID card.

Pretreatment

While it is not a requirement to complete a pretreatment authorization form for any procedure, we recommend asking your dentist to submit the information for a pretreatment estimate to The Standard's customer relations department. This will provide you and your dentist the amount your insurance will cover and the amount you will be responsible for. It's best for you to know your share of the cost up front so there won't be any surprises once the work has been completed.

VOLUNTARY VISION INSURANCE

EyeMed – www.eyemed.com



IN-NETWORK BENEFITS	
Vision Exam (dilation as necessary)	\$10 copay
Single Lenses	\$10 copay
Bifocal Lenses	\$10 copay
Trifocal Lenses	\$10 copay
Progressive Lenses	Standard: \$75 copay Premium: \$75; 80% of charge less \$120 allowance
Frame	\$0 co-pay; \$130 allowance; 80% of charge over \$130
Contact Lens Fit and Follow-Up	Standard: Up to \$40 Premium: 10% off retail
Contact Lenses (Elective) – <i>In lieu of frames</i>	Conventional: \$0 copay; \$105 allowance; 15% off balance over \$105 Disposable: \$0 copay; \$105 allowance; plus balance over \$105 Medically Necessary: \$0 copay; Paid-in-Full
OUT-OF-NETWORK BENEFITS	
	Reimbursement up to
Vision Exam (dilation as necessary)	\$30
Single Lenses	\$25
Bifocal Lenses	\$40
Trifocal Lenses	\$60
Frame	\$65
Contact Lenses (Elective)	Standard: \$84 Conventional: \$84 Medically Necessary: \$200
FREQUENCY	
Exams	12 months
Lenses / Contacts (<i>In lieu of frames</i>)	12 months
Frames	24 months
MONTHLY PAYROLL DEDUCTIONS	
Employee	\$6.98
Employee + Family	\$17.81

A complete list of **in-network** providers is available at www.eyemed.com. Choose the *Select* Network.

What's in it for me?

Options. It's simple really. We're dedicated to helping you see clearly – and that's why we've built a network that gives you lots of choices and flexibility. You can choose from thousands of independent and retail providers to find the one that best fits your needs and schedule. No matter which one you choose, our plan is designed to be easy-to-use and help you access the care you need. Welcome to EyeMed.



Benefits Snapshot

Exam with dilation as necessary (Once every 12 months)

Frames (Once every 24 months)

Single Vision Lenses (Once every 12 months)

Or

Contacts (Once every 12 months)

With EyeMed

\$10 Co-pay

\$0 Co-pay; \$130 allowance; 80% of charge over \$130

\$10 Co-pay

\$0 Co-pay; \$105 allowance; plus balance over \$105

Out-of-Network Reimbursement

Up to \$30

Up to \$65

Up to \$25

Up to \$84

And now it's time for the breakdown . . .

Here's an example of what you might pay for a pair of glasses with us vs. what you'd pay without vision coverage. So, let's say you get an eye exam and choose a frame that costs \$163 with single vision lenses that have UV and scratch protection. Now let's see the difference...

**85%
SAVINGS
with us***

With EyeMed

Exam \$10 Co-pay

Frame \$163

-\$130 allowance

\$33

-\$6.60 (20% discount off balance)

\$26.40

Lens \$10 Co-pay

\$15 UV treatment add-on

+\$0 Scratch coating add-on

\$25

Total \$61.40

Without Insurance**

Exam \$106

Frame \$163

Lens \$78

\$23 UV treatment add-on

+\$25 Scratch coating add-on

\$126

Total \$395



Download the EyeMed Members App

It's the easy way to view your ID card, see benefit details and find a provider near you.



*This is a snapshot of your benefits. Actual savings will depend on provider, frame and lens selections. **Based on industry averages.

LIFE/AD&D INSURANCE

The Standard- www.standard.com



Basic Life/AD&D Insurance (Employer Paid)

UCNSB provides Basic Life and Accidental Death & Dismemberment (AD&D) Insurance through The Standard to all active full time employees at no cost. Employees receive 1x annual salary, not to exceed \$100,000. Please be sure to review your beneficiary information and contact your Human Resources department should you have any changes.

Employee Definition	All active full time employees
Group Life Benefit	1x Annual Salary not to exceed \$100,000
AD&D Benefit	Equal to Basic Life Benefit
Guarantee Issue	Enrolled automatically once employee becomes eligible
Reduction Schedule	Age 65 reduced by 35% Age 70 reduced by 50%
Conversion	Included but with restrictions



VOLUNTARY LIFE INSURANCE

The Standard- www.standard.com



Employees who would like to supplement their basic life insurance benefits may purchase additional coverage. When you enroll in this benefit, you pay the full cost through payroll deductions. The Voluntary Life Insurance coverage rates, minimums, maximums and guarantee issue (G.I.) amounts are as follows:

Below is the cost for the Voluntary Life Insurance Coverage.

Employee Monthly Rate Table	
Age	Rate / per \$1,000
Under 30	\$0.11
30 - 34	\$0.11
35 - 39	\$0.14
40 - 44	\$0.21
45 - 49	\$0.34
50 - 54	\$0.53
55 - 59	\$0.93
60 - 64	\$1.31
65 - 69	\$2.16
70 - 74	\$4.66
75 +	\$6.01

Benefit Amount	1x, 2x or 3x Salary up to \$400,000 Max Benefit
Guaranteed Issue	\$195,000
*Underwriting may be required if you do not enroll when initially eligible.	

IMPORTANT

It is the EMPLOYEE's responsibility to complete and submit an Evidence of Insurability (EOI) form.

An Evidence of Insurability (EOI) form is required for coverage elections above the Guarantee Issue (GI) or if coverage was previously waived or not elected during the initial eligibility period.

Note: Benefit coverage & payroll deductions for newly elected amount will not take effect until EOI is approved by the carrier.

SHORT TERM DISABILITY INSURANCE

The Standard – www.standard.com



SHORT TERM DISABILITY (Employer Paid)

UCNSB provides Short Term Disability (STD) Insurance through The Standard to all full time employees at no cost. In the event you become disabled from a non work-related injury or sickness, disability income benefits are provided as a source of income.

STD SCHEDULE OF BENEFITS

Benefits Begin	12th day Accident / Sickness
Benefit Duration / Payable	180 days
Percentage of Income Replaced	70%
Maximum Weekly Benefit	\$300



VOLUNTARY LONG TERM DISABILITY INSURANCE

The Standard – www.standard.com



In the event you become disabled from a non work-related injury or sickness, disability income benefits are provided as a source of income. Employees may purchase Long Term Disability through payroll deductions. Coverage is provided by The Standard. If you have previously declined Long Term Disability coverage and wish to enroll, you may need to complete an Evidence of Insurability (EOI) form before coverage is approved.

LTD SCHEDULE OF BENEFITS	
Benefits Begin	181 st day Accident/Sickness
Maximum Benefit Duration	5 years
Percentage of Income Replaced	60%
Maximum Monthly Benefit	\$6,000
Pre-Existing Condition Limitation	Disabilities that occur during the first 12 months of coverage due to a pre-existing condition that occurred during the 3 months prior to coverage are excluded.

Below is the cost for the Voluntary Long Term Disability Insurance Coverage.

Under 30	.13
30 – 34	.19
35 – 39	.20
40 – 44	.31
45 – 49	.47
50 – 54	.76
55 – 59	1.34
60 +	1.76

Use this formula to calculate your premium payment:

$$\begin{array}{l}
 \text{Enter your monthly earnings} \\
 \text{(cannot be more than} \\
 \text{\$10,000)}
 \end{array}
 \times
 \begin{array}{l}
 \text{Enter your rate from the} \\
 \text{table above}
 \end{array}
 / 100 =
 \begin{array}{l}
 \text{This amount is an} \\
 \text{estimate of how much} \\
 \text{you'd pay each month}
 \end{array}$$

VOLUNTARY BENEFITS

Colonial Life – www.coloniallife.com

Colonial Life[®]

Voluntary Benefits 101

Colonial Life[®]
The benefits of good hard work[®]

What are voluntary benefits?

Sometimes called “supplemental insurance,” voluntary benefits are policies you buy to add to the health and life insurance your employer may already provide. These benefits can help you pay for things your other insurance won’t, such as lost wages, out-of-pocket expenses and household bills.



Policies

Disability insurance

Helps replace part of your regular income if you are unable to work because of a covered injury or illness

Accident insurance

Helps cover out-of-pocket expenses in the event of a covered accident

Cancer and critical illness insurance

Helps with the high cost of cancer or critical illness screenings, diagnosis and treatment

Life insurance

Helps pay for final expenses and helps provide financial security for your family members

Hospital confinement indemnity insurance

Helps pay for covered hospital-related expenses, including co-payments and deductibles

Advantages

Flexibility

Use claim payments however you like – pay deductibles, co-payments and other expenses not covered by your health or life insurance

Portability

Take coverage with you if you leave your job or retire

Stability

Maintain coverage whether or not you’re employed

Convenience

Pay premiums using your choice of payroll deduction, bank draft or direct billing

To learn more about voluntary benefits,
contact your Colonial Life benefits
counselor or visit ColonialLife.com

ColonialLife.com

Products have exclusions and limitations that may affect benefits payable. Products vary by state and may not be available in all states. See your Colonial Life benefits counselor for complete details.

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8-14 | 57857-7

New Health Insurance Marketplace Coverage Options and Your Health Coverage



Form Approved
OMB No. 1210-0149
(expires 5-31-2010)

Part A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact your Human Resources department.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

New Health Insurance Marketplace Coverage Options and Your Health Coverage

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name Utilities Commission, City of New Smyrna Beach	4. Employer Identification Number (EIN):	
5. Employer Address 200 Canal Street	6. Employer Phone Number (386) 424-2701	
7. City New Smyrna Beach	8. State Florida	9. ZIP Code 32168
10. Who can we contact about employee health coverage at this job? Britney Pitcher HR Manager		
11. Phone Number (386) 424-3056	12. Email Address bpitcher@ucnsb.com	

Here is some basic information about health coverage offered by this employer:

As your employer, we offer a health plan to:

- ☐ All employees.
- ☒ Some employees. Eligible employees are working 20 or more hours per week.

With respect to dependents:

☒ We do offer coverage. Eligible dependents are: a spouse of the employee, a natural child, a stepchild, a legally adopted child, a child for whom legal guardian ship has been awarded to the employee or spouse, the newborn child of an enrolled dependent until the newborn reaches 18 months of age.

☐ We do not offer coverage.

☒ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.**

If you decide to shop for coverage in the Marketplace, **HealthCare.gov** will guide you through the process. Here's the employer information you'll enter when you visit **HealthCare.gov** to find out if you can get a tax credit to lower your monthly premiums.

New Health Insurance Marketplace Coverage Options and Your Health Coverage

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?

☒ **Yes** (Continue)

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? _____(mm/dd/yyyy) (Continue)

☐ **No** (STOP and return this form to employee)

14. Does the employer offer a health plan that meets the minimum value standard*?

☒ **Yes** (Go to question 15)

☐ **No** (Stop and return this form to employee)

15. For the lowest-cost plan that meets the minimum value standard* offered only to the employee (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan per month?

___\$0.00_____

16. What change will the employer make for the new plan year?

☐ Employer won't offer health coverage

☐ Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much will the employee have to pay in premiums per month for that plan? \$_____

b. How often? _____

Important Notices for Plan Participants

HIPAA Special Enrollment Rights – If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Effective April 1, 2009, a special enrollment period provision is added to comply with the requirements of the Children's Health Insurance Program Reauthorization Act (CHIPRA) of 2009. If you or a dependent is covered under a Medicaid or CHIP plan and coverage is terminated as a result of the loss of eligibility for Medicaid or CHIP coverage, you may be able to enroll yourself and/or your dependent(s). However, you must enroll within 60 days after the date eligibility is lost. If you or a dependent becomes eligible for premium assistance under an applicable State Medicaid or CHIP plan to purchase coverage under the group health plan, you may be able to enroll yourself and/or your dependent(s). However, you must enroll within 60 days after you or your dependent is determined to be eligible for State premium assistance. Please note that premium assistance is not available in all states.

Medicaid and the Children's Health Insurance Program – If you are eligible for health coverage from your employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their premiums. If you or your dependents are already enrolled in Medicaid or CHIP, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or login to www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan—as long as you and your dependents are eligible, but not already enrolled in the employer's plan. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.**

Michelle's Law – The law allows for continued coverage for dependent children who are covered under your group health plan as a student if they lose their student status because of a medically necessary leave of absence from school. This law applies to medically necessary leaves of absence that begin on or after January 1, 2010.

If your child is no longer a student, as defined in your Certificate of Coverage, because he or she is on a medically necessary leave of absence, your child may continue to be covered under the plan for up to one year from the beginning of the leave of absence. This continued coverage applies if your child was (1) covered under the plan and (2) enrolled as a student at a post-secondary educational institution (includes colleges, universities, some trade schools and certain other post-secondary institutions).

Your employer will require a written certification from the child's physician that states that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary.

Important Notices for Plan Participants

Section 111 – Effective January 1, 2009 Group Health Plans are required by Federal government to comply with Section 111 of the Medicare, Medicaid, and SCHIP Extension of 2007's new Medicare Secondary Payer regulations. The mandate is designed to assist in establishing financial liability of claim assignments. In other words, it will help establish who pays first. The mandate requires Group Health Plans to collect additional information, more specifically Social Security Numbers for all enrollees, including dependents six months of age or older. Please be prepared to provide this information on your Benefit Enrollment Form when enrolling into benefits.

Women's Health and Cancer Rights Act of 1998 – The medical plans provide benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prosthesis, and complications resulting from a mastectomy, including lymph edema.

Important Notice About Your Prescription Drug Coverage and Medicare – This notice has information about current prescription drug coverage with Highlands County Government and about options under Medicare's Part D prescription drug coverage. The information can help individuals eligible for Part D decide whether or not to join a Medicare drug plan. Prior to November 15th, a Medicare Part D Notice will be mailed to your home providing details and creditable coverage information.

Notice of Privacy Practices—This notice describes the medical information practices of all the group health plans (collectively, the "Plan") maintained by Highlands County Government (the "Plan Sponsor") and that of any third party that assists in the administration of Plan claims. The Plan has been amended to incorporate the requirements of this notice. We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. This notice applies to all of the medical records we maintain. Your personal doctor or health care provider may have different policies or notices regarding the use and disclosure of your medical information created in the doctor's office or health provider's facility. This notice will tell you about the ways in which we may use and disclose medical information about you. It also describes our obligations and your rights regarding the use and disclosure of medical information. We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- Follow the terms of the notice that is currently in effect.

Important Notice from Utilities Commission, The City of New Smyrna Beach About Your Prescription Drug Coverage and Medicare

For Florida Health Care Plans Triple Option T03 Plan

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Utilities Commission, The City of New Smyrna Beach and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Utilities Commission, The City of New Smyrna Beach has determined that the prescription drug coverage offered by Florida Health Care Plans Triple Option T03 Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

CMS Form 10182-CC

Updated April 1, 2011

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0990. The time required to complete this information collection is estimated to average 8 hours per response initially, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current Utilities Commission, City of New Smyrna Beach coverage will be affected. If you enroll in a Medicare prescription drug plan, you and your eligible dependents will not be eligible to receive all of your current health and prescription drug benefits.

Florida Health Care Plans administers the group health coverage available to Utilities Commission, City of New Smyrna Beach employees, retirees and dependents. The included prescription drug benefit provides:

	Network	Non-Network	Mail Order
Tier 1	\$3/\$10	\$15 Walgreens	\$27
Tier 2	\$30	\$35 Walgreens	\$87
Tier 3	\$55	\$60 Walgreens	\$162
Tier 4	\$125	N/A	N/A

If you do decide to join a Medicare drug plan and drop your current Utilities Commission, City of New Smyrna Beach coverage, be aware that you and your dependents will not be able to get this coverage back.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with Utilities Commission, The City of New Smyrna Beach, and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact the person listed below for further information. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Utilities Commission, The City of New Smyrna Beach changes. You also may request a copy of this notice at any time.

CMS Form 10182-CCUpdated April 1, 2011According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0990. The time required to complete this information collection is estimated to average 8 hours per response initially, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date: August 28, 2017
Name of Entity/Sender: Utilities Commission, City of New Smyrna Beach
Contact--Position/Office: Britney Pitcher
Address: Po Box 689
New Smyrna Beach, FL 32170
Phone Number: (386) 424-3056

Important Notice from Utilities Commission, The City of New Smyrna Beach, About Your Prescription Drug Coverage and Medicare

For Florida Health Care Plans HMO T42 Plan

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Utilities Commission, The City of New Smyrna Beach and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Utilities Commission, The City of New Smyrna Beach has determined that the prescription drug coverage offered by Florida Health Care Plans HMO T42 Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

CMS Form 10182-CC

Updated April 1, 2011

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Florida Health Care Plans administers the group health coverage available to Utilities Commission, City of New Smyrna Beach employees, retirees and dependents. The included prescription drug benefit provides:

	Network	Non-Network	Mail Order
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Tier 2	\$30	\$35 Walgreens	\$87
Tier 3	\$55	\$60 Walgreens	\$162
Tier 4	\$125	N/A	N/A

If you do decide to join a Medicare drug plan and drop your current Utilities Commission City of New Smyrna Beach coverage, be aware that you and your dependents will not be able to get this coverage back.

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You should also know that if you drop or lose your current coverage with Utilities Commission, The City of New Smyrna Beach and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact the person listed below for further information. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Utilities Commission, The City of New Smyrna Beach changes. You also may request a copy of this notice at any time.

CMS Form 10182-CC Updated April 1, 2011 According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0990. The time required to complete this information collection is estimated to average 8 hours per response initially, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

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If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date: August 28, 2017
Name of Entity/Sender: Utilities Commission, The City of New Smyrna,
Contact-Position/Office: Britney Pitcher
Address: Po Box 689
New Smyrna Beach, FL 32170
Phone Number: (386) 424-3056

GLOSSARY OF TERMS

Balance Billing – When a provider bills you for the difference between the provider's charge and the allowed amount. For example, if the provider's charge is \$100 and the allowed amount is \$70, the provider may bill you for the remaining \$30. A preferred provider may not balance bill you for covered services

Coinsurance – The portion of the cost for care received for which an individual is financially responsible, which is usually calculated as a percentage (such as 20%). Often coinsurance applies after a specific deductible has been met and may be subject to an individual out-of-pocket. For example, if the plan's allowed amount for an office visit is \$100 and you've met your deductible, your coinsurance payment of 20% would be \$20. The plan pays the rest of the allowed amount.

Copayment – A payment you make at the time that selected services are rendered and no additional payment is required. Copayments are typically flat amounts (for example, \$15), covering such items as office visits, prescriptions, and emergency care.

Covered Expenses – Health Care expenses that are covered under your health plan.

Deductible – The amount of eligible expenses you must pay, out of pocket each plan year, before the plan begins to pay. The deductible may not apply to all services.

Embedded Deductible: An embedded deductible is an individual deductible level within a family contract. For example, if there is a family deductible of \$3,000 with an individual embedded deductible of \$1,500, when any one individual family member reaches \$1,500 in expenses, their benefit plan coverage takes effect.

Non-embedded Deductible: An non-embedded deductible requires that the entire family deductible be met before benefit plan coverage takes effect by any one or combination of family members.

Evidence of Insurability – A medical questionnaire which is used to determine whether an applicant will be approved or declined coverage.

Guarantee Issue - The amount which is available without providing an Evidence of Insurability (EOI). And EOI will be required for any amounts above this, for late enrollees or increases in insurance.

In-Network – Care received from physicians, facilities or suppliers that are contracted with the insurer to provide services on a negotiated discount basis.

Out-of-Network – Care received from physicians, facilities or suppliers that are not contracted with the insurer to provide services on a negotiated discount basis.

Out-of-Pocket Expense – Amount you must pay toward the cost of health care services. This may include deductibles, copayment and/or coinsurance.

Out-of-Pocket Maximum – The maximum dollar amount a member is required to pay out of pocket during a benefit period. Plans may vary but deductibles and coinsurance may apply toward meeting the out-of-pocket maximum.

Preferred Provider – A provider who has a contract with your carrier/vendor to provide services to you at a discount.

Pre-existing Condition – Any Injury or Sickness for which you received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the X months prior to the day you become insured.

Provider – A physician (medical, dental or vision), health care professional or health care facility licensed, certified or accredited as required by state law.

Prior Authorization/Pre-Service Notification – The decision by the plan or health insurer that a health care service, treatment plan, prescription drug, medical equipment, or other health care services defined in the certificate of coverage, is medically necessary. The plan may require preauthorization for certain services before receiving them, except in an emergency.

UCR (Usual, Customary & Reasonable) – The amount paid for a service in a geographic area based on what providers in the area usually charge for the same or similar service. The UCR amount is sometimes used to determine the allowed amount.

CONTACTS

Benefit / Contact	Carrier / Resource	Phone	Website / Email
Medical	Florida Health Care Plans	(386) 615-4022 (877) 615-4022	www.fhcp.com
Dental	The Standard	(800) 547-9515	www.standard.com
Vision	EyeMed	(866) 723-0513	www.eyemed.com
Life/AD&D	The Standard	(800) 628-8600	www.standard.com
Short Term Disability	The Standard	(800) 368-2859	www.standard.com
Long Term Disability	The Standard	(800) 368-1135	www.standard.com
Worksite Benefits	Colonial Life	(877) 212-0076	www.coloniallife.com
HR Benefit Team	Britney Pitcher	(386) 424-2701	bpitcher@ucnsb.org
	Sandy Ledger	(386) 424-3055	sledger@ucnsb.org
Brown & Brown – PRIA	Melanie Stegall	(386) 239-5779	mstegall@bbpria.com
	Morgan Hathaway	(386) 239-4067	mhathaway@bbpria.com

This guide is provided to you by:



LIVE WELL WORK WELL



Health and wellness tips for your work and life—
presented by Public Risk Insurance Agency (PRIA)

The New Year and How It May Affect Your Benefits

The beginning of 2017 signals a new plan year for some insurance plans. For individuals with these plans, this means that any changes made to health plans and new deductibles will take effect **Jan. 1, 2017**.

It will be important to keep these changes in mind when you or your family seek out health care. You should also be on the lookout for things like changing prescription drug coverage limits and changing copay amounts.

In addition to reviewing your policy, be sure to follow these quick tips to be a wise health care consumer next year.

- Consider using generic prescription drugs instead of brand-name drugs, when possible.
- Shop around for the lowest rates before visiting a doctor, when possible.
- Visit the emergency room for emergencies only.
- Opt for outpatient care instead of inpatient care when given the choice.

New Year's Resolutions: Lifestyle Changes vs. Quick Changes

Historically, one of the top New Year's resolutions is to lose weight. Unfortunately, many people look to fad diets and weight-loss products to achieve their goals quickly. While fad diets may prove effective initially, research shows that many people don't find long-term success with these types of diets.

Instead of setting a goal to lose weight fast this New Year's, set a goal to lead a healthier lifestyle. Common lifestyle New Year's resolutions include the following:

- **Exercise regularly**—Aim to get at least 150 minutes of moderate or 75 minutes of vigorous aerobic activity a week and to do strength training exercises of major muscle groups at least twice a week.
- **Maintain a well-balanced, healthy diet**—Try to eat a variety of fruits, vegetables, whole grains, protein-rich foods and healthy fats. Make it a goal to incorporate more fruits and veggies into your diet.
- **Increase the amount of sleep you get**—One of the best ways to become healthier is to get enough sleep. Try to get at least seven hours of sleep, the expert-recommended amount, per night.

Regardless of what you choose to make your New Year's resolution, make sure it is a "SMART" goal—one that is specific, measurable, attainable, realistic and timely—to increase the odds that you will stick to it.

This article is intended for informational purposes only and is not intended to be exhaustive, nor should any discussion or opinions be construed as professional advice. Readers should contact a health professional for appropriate advice.

SIMPLE GREEN SMOOTHIE

- 1 cup kale or spinach
- 1 medium banana
- 1 cup low-fat coconut or almond milk
- 1 cup plain Greek yogurt
- 1 medium apple, cored and sliced
- 1 cup frozen fruit of your choice
- 1 Tbsp. chia seeds (optional)
- 1 Tbsp. flax seeds (optional)

PREPARATIONS

1. In a blender, blend the kale or spinach and the milk.
2. Add in the rest of the ingredients one at a time, blending after each item.
3. Serve cold.
4. Reserve the leftover smoothie in the refrigerator for later in the day or the next day. The smoothie should be consumed within 24 hours.

Makes: 2 servings

Nutritional Information (per serving)

Total Calories	278
Total Fat	6 g
Protein	11 g
Carbohydrates	50 g
Dietary Fiber	7 g
Saturated Fat	3 g
Total Sugars	36 g
Sodium	120 mg

Source: USDA



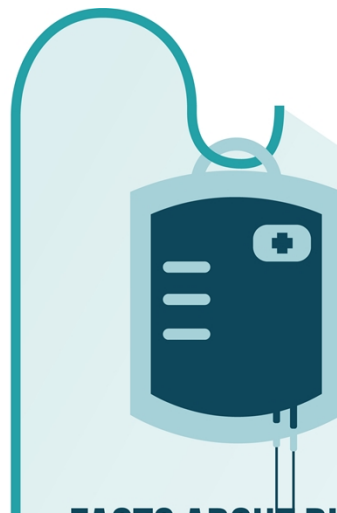
National Blood Donor Month

Since 1970, National Blood Donor Month has been celebrated in January. Historically, the winter season is one of the most difficult times of the year to collect enough blood products and donations to meet patient needs. While “whole blood” donations are the most common, individuals can also make platelet, power red and plasma donations.

Donated blood is used for blood transfusions. Common scenarios in which blood transfusions are needed include the following:

- Patients suffering from severe trauma following disasters and accidents
- Patients receiving surgical treatments and some medical treatments, including cancer patients and patients with sickle cell disease
- Female patients suffering from pregnancy complications before, during and after childbirth

Making the decision to donate blood can help save a life, but not everyone is eligible to donate blood. Please visit www.redcrossblood.org/donating-blood/eligibility-requirements to see if you meet the requirements to donate blood to ensure both your safety and the safety of recipients.



FACTS ABOUT BLOOD DONATION NEEDS IN THE UNITED STATES

- **Every 2 seconds** someone needs blood
- **Approximately 36,000** units of red blood cells are needed every day
- **Approximately 7,000** units of platelets are needed every day
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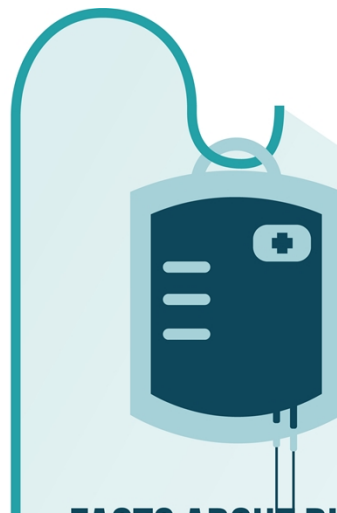
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Overtime Rule Delayed Until Further Notice

On Nov. 22, 2016, a federal judge in Texas issued a [preliminary injunction](#), halting the enforcement of the Department of Labor's (DOL) new [overtime rule](#) nationwide until further notice. The rule, which was set to take effect on Dec. 1, 2016, would have increased the salary threshold for the "white collar overtime exemptions" from \$23,660 per year to \$47,476 per year.

What Is the Future of the Overtime Rule?

The DOL may be facing an uphill battle in implementing changes to the overtime exemptions. Despite this, supporters of the rule remain committed to what they describe as fair increases in the overtime exemption salary threshold.

The DOL has filed a motion for an expedited appeal of the Nov. 22 injunction. The court process, though, is lengthy and it is unclear whether or not the appellate court will make this case a higher priority than others. This means that a final court decision could take months and will probably not be made by

Inauguration Day. If a decision is not made on the overtime rule by the time Trump is inaugurated, he may request the DOL to withdraw its appeal.

In the event that the DOL is successful in its appeal, it is possible that the state plaintiffs who are involved in the court case could file a petition to be heard by the full circuit, which could delay the court's order. It is also possible that Trump could take executive action to block or amend the rule, but it is not clear at this time what approach he would take to change or undo the rule. If the appellate court strikes down the rule, though, further court or executive action would not be necessary.

What Does This Mean for Employers?

The judge's ruling gives employers across the country a reprieve from having to raise salaries for exempt employees to the new threshold or pay them overtime.

Employers that have already made adjustments to comply with the new rule may find it difficult to reverse any changes. However, employers may decide to postpone any changes that have not yet been made.

Employers should continue to watch for new developments related to the overtime rule, as some uncertainty remains. Until a final decision is reached in the case, employers can rely on existing overtime exemption rules.

DID YOU KNOW?

President-elect Donald Trump will be inaugurated on **Jan. 20, 2017**. In a [video address](#) published in late November, Trump released a plan for his first 100 days in office.

During his campaign, Trump called for a repeal of President Barack Obama's health care reform legislation, the Affordable Care Act (ACA). However, his plan does not indicate that he will be repealing it in the first 100 days of his presidency. Instead, his plan is focused on issues that include proposals related to immigration, defense policies and trade deals.

Public Risk Insurance Agency (PRIA) will continue to monitor the presidential transition and any changes that will be made, and provide updates as necessary.

ACA Reporting Deadline Delayed

In mid-November, the Internal Revenue Service (IRS) issued [Notice 2016-70](#), which extends the due date by 30 days for furnishing forms under Sections 6055 and 6056 for 2016 and extends good-faith transition relief from penalties related to 2016 Section 6055 and 6056 reporting. The IRS does **not** anticipate extending the deadlines or transition relief from penalties to reporting for 2017.

What Is Good-faith Transition Relief?

In determining good faith, the IRS will take into account whether a reporting entity made reasonable efforts to prepare for reporting the required information to the IRS and furnishing it to individuals (such as gathering and transmitting the necessary data to an agent to prepare the data for submission to the IRS or testing its ability to transmit information to the IRS).

Important Dates to Remember

The 2016 furnishing and reporting deadlines are as follows:

- **March 2, 2017**—New deadline for furnishing 2016 Forms 1095-B and 1095-C to individuals
- **Feb. 28, 2017**—Deadline for 2016 filing with the IRS in paper form
- **March 31, 2017**—Deadline for 2016 filing with the IRS electronically

Attachments

Sample Hidden Paycheck

YOUR HIDDEN PAYCHECK

How Much Do You Really Earn?:

Everyone knows how much money they take home each year. However, most employees don't realize the additional money the employer pays on their behalf packaged inside their benefit program.

Your benefits are a large part of your overall compensation since you do not have to purchase some products with your personal funds or because EMPLOYER NAME contributes a portion of the monthly premium on your behalf. In addition, if you were to buy these benefits on your own, you would be paying for them with after-tax dollars. The benefits that are paid for by EMPLOYER NAME are not included as taxable income to you either.

How Much Is Your Hidden Paycheck Worth?

SAMPLE: Full Time Employee with Single Coverage

Starting Salary	\$30,000.00
Health Insurance (\$495.24 x 12)	\$5,942.88
Health Reimbursement Account (HRA)	\$1,000.00
Life/AD&D Insurance	\$43.20
Cancer Insurance - Single (\$12.00 x 12)	\$144.00
Retirement Plan (2 % when eligible)	\$600.00
Social Security/Medicare (7.65%)	\$2,295.00
LTD and EAP (\$15,000 ÷ 100 x \$0.23)	\$69.00
Workers' Compensation (\$15,000 ÷ 100 x \$0.38)	\$114.00
Total Compensation Package	\$40,208.08



Your company matches \$0.20 for every \$1.00 you defer to a maximum of 6% of your salary. The amount contributed by your company will depend on the amount selected. This amount can be found on your quarterly and your annual statements.



This information is being provided to you as a service from Brown & Brown Insurance. Both you and your employer are affected by increasing insurance costs. When evaluating your compensation, be sure to include the costs your employer is contributing by offering a comprehensive employee benefits program.

**MINUTES
BID COMMITTEE MEETING
TUESDAY, MAY 29, 2018**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, May 29, 2018 at 9:15 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

David Campbell, Public Services Director
Lance Johnson, Parks/Recreation Director
Webb Warren, IT Director
Bragg Farmer, Finance Director

Rey Bailey, City Clerk
Karen Jankowski, HR Manager

3. NEW BUSINESS:

A) RFP 18-10-HR – Insurance Agent-Broker of Record

The HR Manager Karen Jankowski noted she has provided each member of the City's Bid Committee a proposed ranking sheet that includes the following evaluation criteria:

- Qualification and Experience of Firm
- Qualification and Experience of Staff Assigned
- Understanding and Approach to Work
- Location and Accessibility
- References
- Fee Proposal
- Services

She also stated she has started getting references, but she has had difficulty contacting people because of the Memorial Holiday weekend. She has calculated the annual rates for each firm and they are as followed:

- Barton, Fenstermaker, Tondello & Associates, LLC
 - \$27,732.69
- FBMC Benefits Management, Inc
 - \$28,338.52
- Fisher Brown Bottrell Insurance (FBBI)
 - \$51,435.25 plus \$30,000.00 quarterly and a dental commission without specific numbers
- Florida Financial Services, Inc.
 - \$22.00 per employee per month for medical fee (\$19,008.00). It could rise a bit more based on the number of covered employees
 - Did not provide fee information for dental, vision, basic life, ltd, std and hospital

- Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
 - \$32,108.20 or a flat \$30,000.00 annual option
- Thompson Insurance, Inc.
 - Did not provide quote for medical; only for ancillary benefits
 - Annual rate is \$19,227.41, excluding medical
- Florida Municipal Insurance Trust
 - Package was incomplete
 - Did not include fees
 - No viable proposal submitted
 - No crime statement
 - No drug free workplace statement

Each member of the Bid Committee provided their top three choices based on the above evaluation criteria minus references:

- Bragg Farmer
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) FBMC Benefits Management, Inc. (FBMC)
 - 3) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
- David Campbell
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) FBMC Benefits Management, Inc. (FBMC)
 - 3) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
- Webb Warren
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
 - 3) FBMC Benefits Management, Inc. (FBMC)
- Lance Johnson
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) FBMC Benefits Management, Inc. (FBMC)
 - 3) Florida Financial Services

David Campbell moved to present the following selections to the City Council; seconded by Webb Warren. Motion passed 4-0.

- 1) Barton, Fenstermaker, Tondello & Associates, LLC
- 2) FBMC Benefits Management, Inc. (FBMC)
- 3) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 10:10 a.m.

Adopted this _____ day of _____ 2018

Bragg Farmer, Finance Director

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 4, 2018

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Carisse Lejeune, Kimberly Kopp

DATE: May 31, 2018

SUBJECT: Vested Rights Determination Discussion

I. BACKGROUND:

The Future Land Use Element of the current Comprehensive Plan for the City of Destin, Policy 1-2.1-5: Grandfather Clause, states that "Existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan shall continue as lawful uses and shall be regulated through administrative remedies for vested rights issues that shall be included in the LDC." Currently there are no existing administrative processes for determining vested rights written in the LDC. Previously, vesting appears to have been at the discretion of the City Manager.

Staff is looking for policy direction from the City Council to establish an administrative process and criteria for future vested rights determination. For City Council discussion, attached is a draft Grandfather Clause that could be converted into ordinance form and incorporated into the LDC as regulations that implement the Comprehensive Plan.

II. DISCUSSION:

The intent of the attached proposed regulations is to establish a procedure for vested rights determinations under Policy 1-2.1.5, in order to provide for an equitable process for the determination of whether a property owner has vested rights. As currently proposed, a property owner could apply to the City Council for a vested rights determination by demonstrating that the applicant's use of the Property is either an existing use or a vested right, as defined in the proposed regulations.

In simplified terms, the proposed regulations generally provide that a *vested right* arises when the landowner can prove that the applicant relied in good faith on an act or omission of the City, and made a substantial change in position or incurred extensive obligations or expenses due to such good faith reliance. Further, the applicant would have to show that it would be fundamentally unfair to destroy such rights. The proposed regulations would explicitly codify that vested rights are not created by simply purchasing property and asserting reliance on the then existing zoning. The proposed regulations also provide for various additional limitations on the vested rights determinations, as detailed in the attachment.

Further, the proposed regulations establish a clear process for the City to follow when a request for a vested rights determination is received, and puts the ultimate decision-making into the hands of the City Council. The process provides that applications would be submitted to the city manager, who would consult with the city land use attorney and city staff in reviewing a vested rights determination application and in making a recommendation to the City Council as to whether a vested rights determination should be granted. The City Council would not be bound by staff's recommendation, and would then hold a public hearing and make a final determination as to whether a vested rights determination is granted. Any appeal of the City Council's decision would be by writ of certiorari in the circuit court.

Additionally, the City Council could revoke any vested rights determination upon a showing by the City that failure to revoke the determination will result in a peril to the health, safety or general welfare of the residents of the city unknown at the time of the vested rights determination was approved.

A. Link to Strategic Goals / Objectives: GOAL#1: Financially Sound City Providing Service Value

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): Establishing an administrative process for determination of vested rights will simplify the process, create efficiencies and allow City Council to make policy decisions regarding vested rights based on fair and equitable criteria.

III. CONCLUSION: The Comprehensive Plan makes reference to administrative remedies for vested rights issues that shall be included in the LDC. Currently there is no language in the LDC that addresses process or criteria for vested rights. Staff recommends that the City Council consider adopting land development code regulations that would implement Comprehensive Plan Policy 1-2.1.5 (commonly referred to as the Grandfather Clause), and to provide direction to staff as to whether to convert the attachment into an ordinance for

consideration by the City Council.

IV. RECOMMENDED MOTION: No recommended motion. Staff is looking for policy direction from the City Council.

Attachments:

1. Grandfather Clause

Policy 1-2.1.5: Grandfather Clause. Existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan, shall continue as lawful uses and shall be regulated through administrative remedies for vested rights issues that shall be included in the LDC. Land uses, building heights, density and /or intensity which (a) are actual, present and which lawfully existed prior to the effective date of the adopted Comprehensive Plan, or (b) were authorized pursuant to a development order remained unexpired as of the effective date of the Comprehensive Plan, or (c) have received a vesting determination by the City Council pursuant to the procedure herein, shall continue to be legal, building heights, density and or intensity (as applicable) after adoption of the Comprehensive Plan. All duly approved and recorded lots, subdivision and condominium plats of record, which existed as legal lots, subdivision and condominium plats of record prior to the adoption of this Comprehensive Plan shall continue to be legal lots, subdivision and condominium plats of record after adoption of the Comprehensive Plan. This grandfather status may only be relinquished voluntarily by the vested entity. All new lots, subdivisions, condominium plats and all replats shall comply with the Comprehensive Plan objectives and Policies, including maximum density provisions. Similarly, all new development shall comply with the Comprehensive Plan and LDC unless the development is found to have a vested right in a land use, building height, density or intensity that is in conflict with the Comprehensive Plan and LDC. Under such condition the grandfather clause shall be applicable unless voluntarily relinquished by the vested entity. The intent is to sustain demonstrated private property rights while preserving the public interest, welfare, health, and safety. Notwithstanding, any single-family home that is subject to redevelopment shall be allowed to reconstruct, providing adopted building and construction codes as well as this ordinance and the size and dimension criteria of the LDC are met.

Process for Vested Rights Determinations: The intent of the procedure for vested rights determinations under this Policy 1-2.1.5 is to provide for a fair and equitable process for the determination of whether a property owner has vested rights against the comprehensive plan and the land development regulations adopted to implement such comprehensive plan. A property owner may make application to the City Council for a vested rights determination, subject to the following criteria and procedure:

(a) *Criteria:* The applicant must demonstrate that the use of the property is either an "existing use" or a "vested right."

- i. An existing use is (a) an actual, present use or activity on the real property, including periods of inactivity which are normally associated with, or are incidental to, the nature or type of use; or (b) an activity or such reasonably foreseeable, non-speculative land use which is suitable for the subject real property and compatible with adjacent land uses and which has created an existing fair market value in the property greater than the fair market value of the actual, present use or activity on the real property.
- ii. A vested right arises when the landowner can prove the following:
 - a. Prior to the effective date of the comprehensive plan amendments establishing the vested rights determination process set forth in this policy, there was a valid, unexpired act or omission of a government agency upon which the applicant relied; and
 - b. The applicant's reliance was reasonable and in good faith; and
 - c. The applicant, in reliance upon the valid, unexpired act of government, made a substantial change in position or incurred extensive obligations or expenses; and
 - d. It would be inequitable, unjust or fundamentally unfair to destroy the rights acquired by the applicant by means of the government's act or omission.

- iii. The purchase of property in reliance on then existing zoning, without more, shall not vest the purchaser's right to develop in accordance with said zoning.
- iv. The following are not considered development expenditures or obligations in and of themselves, without more, unless the applicant was unable to obtain further approvals because of extraordinary delays beyond the applicant's control:
 - a. Expenditures for legal and other professional services that are not related to the design or construction of improvements;
 - b. Taxes paid; or
 - c. Expenditures for initial acquisition of the land.

(b) Procedure:

- i. Any person claiming vested rights to develop property shall make application for a vested rights determination. The owner of the subject property must either sign the application or give written authorization for the applicants to file the application.
- ii. An application for a vested rights determination shall be approved and issued if an applicant meets the requirements set out herein. Possession of a vested rights determination shall enable the property owner to complete the development approved under such determination up to and through issuance of appropriate certificates occupancy, subject to the limitations set forth herein and subject to compliance with such laws and regulations against which the development is not vested.
- iii. Applications for a vested rights determination shall be submitted to the city manager on a form to be provided by the city. Such application must be filed within one (1) year of the effective date of the comprehensive plan amendments establishing the vested rights determination process set forth in this policy. Except as provided below, failure to file an application within the required period will constitute an abandonment of any claim to vested rights. Judicial relief will not be available unless administrative remedies set forth in this policy are exhausted.
 - a. If a property owner is absent from the state during the entire filing period, and does not have an agent present in the state during such period, such property owner may, with documentation sufficient to indicate a probable lack of notice, be granted leave by the city manager to file an application within one (1) year after the individual's return to Florida.
 - b. Notwithstanding the foregoing, the city council may, in extraordinary circumstances, allow a property owner to submit an application after the one-year deadline where such extension is necessary to avoid undue hardship to the property owner.
- iv. The city manager, in consultation with the city land use attorney and city staff, shall review a vested rights determination application for sufficiency, and shall request within ten (10) working days from the filing date any additional information necessary to rule on the application. Upon receipt of a complete application, the city manager or designee shall make a

recommendation to the city council as to whether a vested rights determination should be granted.

- v. The city manager shall schedule a public hearing before the city council, which hearing shall be held not later than forty-five (45) days after receipt of a complete application, although said hearing may be continued at the request of the applicant or for good cause. Written notice of the date, time, place and purpose of the hearing shall be mailed by the city clerk to all owners of property located within one hundred fifty (150) feet of the boundaries of the property for which vested rights are sought, according to the latest certified tax roll. (For purposes of this policy, such an owner is deemed a "party of record"). Said notice shall be mailed not later than fifteen (15) days prior to the date of the scheduled hearing. Additionally, notice will be published in a local newspaper of general circulation at least ten (10) days prior to the public hearing.
 - vi. Within fifteen (15) days after the date of the hearing, the city council shall render an order to either issue or deny a vested rights determination on the application, based on the standards and subject to the limitations established in this policy. The order shall be mailed to the applicant and shall include findings of fact and conclusions of law, and shall state specifically (i) what rights, if any, are vested; (ii) what laws or regulations those rights are vested against; and (iii) what limitations or requirements apply for the applicant to preserve those vested rights.
- (c) Appeals. Any appeal of a city council decision on a vested rights determination shall be by petition for certiorari review to the circuit court based solely on the record of the hearing before the city council. The applicant is responsible for providing a verbatim transcript of the record of that hearing. Such an appeal must be filed within thirty (30) days after the date the city renders its order on the application by mailing said order to the applicant.
- (d) Limitations on vested rights determinations.
- i. Except where a longer term is stated in the vested rights determination, upon the expiration of five (5) years after the issuance of a vested rights determination, the issuance of development permits for the property subject to the vested rights determination shall be subject to the requirements of the current comprehensive plan and implementing land development regulations. A term longer than five (5) years may be approved by the city council based on a reasonable schedule for completing the development being vested. The city may impose reasonable conditions on vested rights determinations, or extensions of same, to ensure that the vested development is continuing in good faith.
 - ii. The applicant or his successor may request an extension of the five-year period, which must be filed not less than ninety (90) days prior to the expiration of said time period. Such a request shall be scheduled for hearing by the city council within thirty (30) days after it is filed. The city council may grant extensions for such additional periods as it deems appropriate to avoid undue hardship to the applicant, provided the applicant has commenced physical development of the property and is continuing in good faith with development of the vested plan, or has been precluded from doing so by extraordinary circumstances beyond his control. For purposes of this article, the phrase "continuing in good faith" shall mean:

- a. Receipt by the applicant or his successor of permits or approvals from the city or other governmental entity or agency consistent with the timely and orderly progression toward completion of the vested development; or
 - b. Other evidence of continued reliance and expenditures by the applicant in pursuit of the completion of the vested development.
- iii. All development subject to a vested rights determination must be consistent with the terms of the development approval(s) upon which the vested rights determination was based. Any substantial deviation from a prior approval, except a deviation required by governmental action, shall cause the development involved to be subject to the current comprehensive plan and implementing land development regulations. The city manager shall determine whether a proposed change is a substantial deviation, which is defined for purposes of this article as follows:
 - a. Any change to add a new land use or to change the vested mix of land uses that alters the basic character of the vested development; or
 - b. Any change in density or intensity of use that would increase the development's impacts on those public facilities subject to concurrency by more than five (5) percent; or
 - c. Any change in access to the project that would increase the development's transportation impacts by more than five (5) percent on any road subject to concurrency unless the access change would result in an overall improvement to the transportation network.

An applicant may appeal a substantial deviation determination to the city council provided such appeal is filed within ten (10) days after the date the written determination is mailed to the property owner.
- iv. A change that is not a substantial deviation shall not divest vested rights.
- v. A vested rights determination shall run with the land and is therefore transferable from owner to owner of the land that is subject to the determination.
- vi. Development that is granted a vested rights determination shall remain subject to the requirements of the current comprehensive plan and implementing land development regulations except to the extent that the application of such requirements would result in the denial of:
 - a. The vested land uses;
 - b. The vested density or intensity of development;
 - c. The vested phasing of development; or
 - d. Other specifically vested development entitlements approved in the development order or orders on which the vested rights determination was based.
- vii. Notwithstanding anything in this article to the contrary, a vested rights determination may be revoked by the city council upon a showing by the city that failure to revoke the determination will result in a peril to the health, safety or general welfare of the residents of the city unknown at the time of the vested rights determination was approved. The time periods provided for in this article may be waived or amended by the city council upon a showing of good cause.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 4, 2018

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Carisse Lejeune

DATE: May 30, 2018

SUBJECT: Proposed Resolution in support for a Voter Referendum Half-Cent Sales Tax for Okaloosa County

I. BACKGROUND: At the April 26, 2017 City Council meeting, staff brought forward a resolution for consideration in which the Okaloosa County League of Cities (OCLOC) Executive Board had requested each member municipality to consider the resolution to gage support for a half-cent sales tax. The City Council voted to take no action on this matter.

At the request of a member of Council, a resolution is being brought forward again for City Council reconsideration.

II. DISCUSSION: The Okaloosa County League of Cities has requested support from all nine (9) municipalities for a half cent local option sales tax initiative to be placed on the November 2018 General Election Ballot for Voter Referendum.

The sales tax would be in effect for ten (10) years to collect a limited amount of money to fund capital improvement infrastructure projects. The City of Destin would receive an estimated \$998,328.00 annually for ten years for capital improvement projects within the municipal boundaries.

Eight out of the nine municipalities in Okaloosa County had previously adopted resolutions in support of the initiative, and the Destin City Council is being asked to reconsider support of the local option sales tax through adoption of Resolution No. 18-18

A. Link to Strategic Goals / Objectives: N/A

B. Effect on Budget (EOB): To be determined

C. Level of Service (LOS): If the Voter Referendum passes in the 2018

General Election, then the City of Destin would receive an estimated \$998,328.00 annually for ten (10) years, of additional funding for capital improvement projects.

III. CONCLUSION: The City Council is being asked to reconsider a resolution in support of a Voter Referendum on the 2018 General Election Ballot for a half-cent sales tax for a period of ten (10) years for capital improvement projects.

IV. RECOMMENDED MOTION: I move to approve Resolution No. 18-18 and authorize the Mayor to sign the proposed resolution and direct the City Clerk to forward Resolution 18-18 to the Okaloosa County League of Cities and the Okaloosa County Board of County Commissioners.

Attachments:

1.Resolution+Half+Cent+Sales+Tax+06021
8

RESOLUTION NO. 18-18

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, SUPPORTING THE OKALOOSA COUNTY LEAGUE OF CITIES INITIATIVE TO PROPOSE LEVYING A HALF CENT LOCAL OPTION SALES TAX FOR A PERIOD OF TEN YEARS TO FUND CAPITAL IMPROVEMENT PROJECTS; SUBMITTING THE SUPPORT OF A HALF CENT LOCAL OPTION SALES TAX PROPOSAL TO THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION OF PLACING THE REFERENDUM ON THE NOVEMBER 2018 GENERAL ELECTION BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Destin has specific capital improvement projects which require funding, and;

WHEREAS, the City of Destin would prefer funding these capital improvement projects from sales tax revenues rather than other general fund revenues such as ad valorem taxes, and;

WHEREAS, a local option sales tax is an equitable method for funding infrastructure improvements because it is paid for by both residents and visitors, and;

WHEREAS, the Okaloosa County League of Cities has requested support from each of the nine (9) municipalities in Okaloosa County for a half cent sales tax initiative to be placed on the November 2018 General Election Ballot, and;

WHEREAS, the Okaloosa Board of County Commissioners can make the determination if the funding of such capital improvement projects is desirable and in the best interest of the public, and;

WHEREAS, the Okaloosa Board of County Commissioners is authorized by Ordinance to submit such a proposition to a vote of the electors of Okaloosa County, and;

WHEREAS, the City of Destin is prepared to submit specific purpose or purposes and set a limited amount of time not to exceed ten (10) years to collect a limited amount of money to be funded by the half cent sales tax in preparation of the ballot proposition.

NOW, THEREFORE, be it resolved by the City Council of the City of Destin, Florida, as follows:

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The City Council of the City of Destin in coordination with the Okaloosa County League of Cities supports the Okaloosa Board of County Commissioners in

passage of the proposed half cent sales tax for a period of ten (10) years to be placed on the November 2018 General Election Ballot.

Section 3. The Mayor is hereby designated and authorized to execute any documents related to this Resolution. A copy of this Resolution will be forwarded to the Okaloosa County League of Cities and the Okaloosa County Board of County Commissioners.

Section 4. This Resolution shall become effective immediately upon approval by the City Council and signature of the Mayor

PASSED AND ADOPTED this _____ day of _____, 2018.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 4, 2018

TYPE OF AGENDA ITEM: City Manager Report

TO:

THRU:

FROM:

DATE:

SUBJECT: Announcement

I. BACKGROUND: This item is for discussion purposes only. No background information available.

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 4, 2018

TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Jennifer Bryla, Community Development Directory

FROM: Stuart Campbell

DATE: May 29, 2018

SUBJECT: First reading of Ordinance 18-10-CC to amend Code of Ordinance Article VI - Registration of Short-Term rentals.

I. BACKGROUND: On October 2, 2017 at a regular meeting of the Destin City Council, the Council approved the formation of a Stakeholder Task Force to discuss the issues of Short-term rental vacation homes in established single family residential neighborhoods. The Task Force was to be made up of seven (7) members, one appointed by each of the voting Council members.

The Task Force met for the first time on November 29th, 2017 and continued to meet weekly to discuss issues regarding the impacts of Short Term Rental (STR) on their neighborhoods and businesses. The Task Force was facilitated by the City Manager, and many engaged citizens attended from week to week. The Manager communicated to the Task Force that the Council would like recommendations regarding STR by the spring of 2018.

On May 17, 2018, the Local Planning Agency found proposed Ordinance No. 18-10-CC consistent with Comprehensive Plan: 2020, and recommend the adoption of said Ordinance by City Council by a vote of 4-0 (Motion – Shelton; 2nd David).

II. DISCUSSION: The City Council reviewed the Task Force recommendations provided by the City Manager at their regularly scheduled meeting of February 20, 2018 (Exhibit B). The motion was made at that meeting to accept those recommendations that had unanimous support of all the Task Force members, and direct staff to incorporate these into an Ordinance. The remaining items that did not have unanimous consensus would be discussed at a workshop with the City Council, which now is scheduled for June 11, 2018. Those items that had unanimous consensus, were items #1 & #2, as listed on the “Short Term Rental Stakeholder Task Force Recommendation’s” dated February 13, 2018. Item #1 and #2 dealt with trash accumulation on the site. The other items that had unanimous consensus were #10,11,12,13,14, these are recommendations regarding registration and responsible party. The recommendation from the Task Force regarding registration penalties included the possibility to eliminate the opportunity to rent the property if registration was not received within the 90-day window. After further discussion with Staff, it is recommended that a

better approach may be to issue a notice of violation with a \$200-day fine recommendation.

A. Link to Strategic Goals / Objectives: Proposed Ordinance No. 18-10-CC is consistent with:

- Policy 1-1.2.1: Protect Residential Areas.
- Policy 1-2.1.1: Residential Uses Define

Enhanced Quality of Life.

B. Effect on Budget (EOB): There is not any anticipated effect on the budget.

1.

C. Level of Service (LOS):

Developing a partnership between short term rental homeowners and long term residential occupants will create and enhanced quality of life for both parties with clear expectations and provide Code Enforcement with the tools required to enforce and protect existing neighborhoods.

III. CONCLUSION:

The proposed modifications to Article VI – Registration of Short-Term Rentals shows once again that the City Council has taken the first step in finding a partnership between the City's long time permanent residential citizens and our visitors that come to enjoy the beauty and many activities that Destin has to offer. Forging this partnership will develop an understanding between both parties so that both can exist together.

IV. RECOMMENDED MOTION: "I move that the City Council approve proposed Ordinance 18-10-CC on 1st Reading and direct Staff to schedule a 2nd Reading for final adoption."

Attachments:

1. 6.4.18 Ord. 18-10 CC - Short Term Rental - Exhibit A
2. 6.4.18 Ord. 18-10-CC - Short Term Rental - Exhibit B

EXHIBIT: A

ORDINANCE 18-10-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO SHORT-TERM RENTAL REGISTRATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES ARTICLE VI – REGISTRATION OF SHORT-TERM RENTALS; AMENDING SECTIONS 13-105 – 13-110, PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article I, Section I .01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Pan II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Code of Ordinances to provide for revisions to the Short-term rental registration process; and

WHEREAS, the City Council approved the Short-term Rental Task Force on October 2, 2017 in order to provide recommendations to the City Council on issues related to the presence of short-term vacation rentals in established residential neighborhoods; and

WHEREAS, the Short-term Rental Task Force met weekly from November 29, 2017 until February 13, 2018 and has formulated recommendations to provide to City Council; and

WHEREAS, the City Council of the City of Destin recognizes the work that the Short-term Rental Task force has completed and presented to the City Council on February 20th 2018 regarding additional requirements for Short-term rentals in residential neighborhoods; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in section three (3) of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 13: Chapter 13 of the Code of Ordinances is hereby amended as follows:

* * *

ARTICLE VI. - REGISTRATION OF SHORT-TERM RENTALS

* * *

Sec. 13-105. - Registration required.

It shall be unlawful for any person to allow another person to occupy any single family dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article. Once registration is complete, the applicant will receive a City-issued annual sticker which must be displayed in a conspicuous location at the front of the rental property.

Additionally, the applicant shall post a sign on the property in accordance with section 13-114 of this Code within seven (7) days following the completion of the registration process.

* * *

Sec. 13-107. - Application for registration.

Applications for registration shall include:

- (1) Address, lot, block and subdivision name of single-family dwelling unit offered for rental;
- (2) Name, address, and phone number of owner of said single-family dwelling unit;
- (3) Email of owner of said single-family dwelling unit;
- (4) Name, address and emergency contact phone number of a Responsible Party who resides within 30 miles of said single-family dwelling unit. The contact number shall be a twenty-four-hour, seven (7) days a week contact number;
- (5) Emergency contact phone number for a Responsible Party shall be answered twenty-four (24) hours a day, seven (7) days a week, and the Responsible party shall have with authority to address and correct violations associated with the single-family dwelling unit including but not limited to authority to evict tenant(s);
- (6) Acknowledgement signed by the Owner or Agent of the Owner, understanding and agreeing to the initial and on-going compliance with the City of Destin's short-term rental regulations and standards contained herein and all other applicable local, state, and federal laws, regulations, and standards to include, but not limited to F.S. Ch. 509, and Rules, Chapter 61C and 69A, of the Florida Administrative Code.
- (7) Valid and current City of Destin Business Tax Receipt.
- (8) Valid and current Florida Department of Revenue Annual Resale Certificate under F.S. Ch. 212, and a valid current Department of Business and Professional Regulation Vacation Rental Dwelling License under F.S. Ch. 509.
- (9) Signage must be displayed in accordance with City of Destin Code of Ordinances Chapter 13, Article 6, Section 13-114, ~~prior to approval.~~
- (10) Application Fee is required at the time of application and is non-refundable. Applications submitted without an Application Fee will be deemed incomplete.
- (11) Applications deemed incomplete will be rejected/returned to the owner/applicant and are

subject to a Reapplication Fee and Late Fees.
(12) Applications in a paper format may be subject to an additional Administrative Fee.

Sec. 13-108. Responsible Party required.

Whenever any property is required to be registered under this article the owner shall appoint a person to serve as the local Responsible Party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. The owner shall notify the City Manager or his designee in writing of the appointment within five (5) days of being required to make such appointment, and shall thereafter notify the City Manager or his designee of any change of Responsible Party within fifteen (15) days of such change. Further, it is hereby made the affirmative duty of the responsible party to:

- (1) Inform all seasonal residents prior to occupancy of the single family dwelling unit of applicable City of Destin ordinances concerning noise, vehicle parking, garbage and common area usage:
- (2) Maintain all properties under their control in compliance with the occupancy limits, as specified in the City of Destin Code of Ordinances:
- (3) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law, which may come to the attention of the responsible party:
- (4) Post a sign outside the residence that clearly identifies the management company responsible for the property and the phone number of the Responsible Party that is located within 30 miles of the residence, in accordance with sections 107 and 114 of this Code. The name and address of the Responsible Party shall be listed on the annual registration form. The Responsible Party shall immediately notify the City if the Responsible Party changes during the year. The Responsible Party shall be available with authority to address and correct violations with the rental of the single family dwelling unit twenty-four hours a day, seven days a week. No guest may stay in the residence until the sign is erected with the necessary information.
- (5) Be familiar with the City's short term rental regulations and provide acknowledgement that the applicant will comply with the City's regulations for short-term rentals at the time of registration.
- (6) Be situated close enough to the single family dwelling unit to be able to and have the capacity to service emergency calls within one (1) hour of notification, including but not limited to evicting tenants.
- (7) Maintain the entire property of the single-family dwelling unit free of garbage and litter. Provide however, that this section shall not prohibit the storage of garbage and litter in authorized private receptacles for collection.

Sec. 13-109. General regulations/standards.

* * *

- (4) No garbage container shall be located at the curb for pickup before 12:00 p.m. of the day

prior to pick up, and garbage container shall be removed before midnight of the day of pickup. Additionally, by 5:00 p.m. the day after the last day of the contracted short-term rental period, all garbage shall be removed. The owner shall be required to obtain ~~additional garbage containers~~ one (1) trash can for the first 3 bedrooms; and one (1) can per 2 bedrooms thereafter, and to acquire special valet garbage service from the city's solid waste removal provider in order to ensure all garbage is properly contained and removed. The owner, in lieu of acquiring valet garbage service from the city's solid waste removal provided, may utilize a third party valet garbage service removal provider, but such private service shall not excuse continuing to accept and pay for regular services of the city solid waste service provider.

* * *

Sec. 13-110. Fees for registration

The City of Destin is authorized and shall charge reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the City Council of the City of Destin. If a property owner fails to register their short term rental unit in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to register their short-term rental unit within 90 days of receipt of the notice to register, the property owner is subject to code enforcement proceedings.

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

(Signatures continued on next page)

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2018.

By: Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only:

Kimberly Romano Kopp, Land Use Attorney

CITY OF DESTIN

SHORT-TERM RENTAL TASK FORCE FINAL REPORT AND RECOMMENDATIONS

INTRODUCTION

The Destin City Council understands and appreciates the economic benefits that short-term vacation rentals bring to the city and desires to encourage those that are safe, fit in with the character of the neighborhood, provide positive impacts for tourism, increase property values, and achieves greater neighborhood compatibility. It is important to balance respect for private property rights and incompatibility concerns between the investors and owners of short-term vacation rentals, and the families living in permanent single and multi-family residences in established residential neighborhoods. As local government, we believe that through the use of reasonable development and community standards, we can affect that balance.

BACKGROUND

At the regular meeting of the Destin City Council on September 6, 2017, the Council passed Resolution No. 17-37 supporting home rule and supporting relief from the statutory preemption related to short-term rentals. The intent of the proposed resolution was not to prohibit short-term rentals and vacation rentals in the City of Destin, but to give the City the right to establish its own ordinances to regulate them. The presence of short-term vacation rentals in established residential neighborhoods can create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and some short-term vacation rental owners advertise their single and multi-family residential properties as destinations for events such as weddings, reunions, and other celebrations that attract large crowds in residential neighborhoods creating noise, traffic, and parking problems.

The Destin City Council has taken the initiative to bring everyone to table, including investors and private owners of short-term rentals, management companies and residents to identify those reasonable development and community standards that everyone can live with.

On October 2, 2017 at their regular meeting, the Destin City Council approved a Stakeholder Taskforce, facilitated by the City Manager, to be made up of seven (7) members appointed by each voting Council member — a minimum of four (4) resident members and a maximum of three (3) non-resident members— and with a sunset provision of twelve (12) months. The taskforce has been meeting weekly since November 29, 2017 and is bringing forward recommendations to the City Council at their February 20, 2018, regular meeting.

IDENTIFIED NEGATIVE IMPACTS

During their first two (2) meetings, the taskforce members discussed and identified the negative impacts in single family residential neighborhoods resulting from the presence of short-term vacation rental properties:

- Trash
 - Trash cans are left on the street after scheduled pick-up times.
 - Trash cans are put out too early before scheduled pick-up times.
 - Overflowing trash cans and bags are left on the street or are visible from the street.
- Parking
 - More cars are parked on the property than allowable.
 - Cars are parked in the right-of-ways, in the street and across sidewalks.
 - Parking requirements for development orders/construction permits may not be adequate in relation to number of bedrooms.
- Noise
 - Loud parties, some going all day and late into the night.
 - Loud music and live bands.
 - After hours loud noise from backyards and balconies.
- Wedding/Commercial Venues
 - No commercial activity is allowed in single-family residential neighborhoods, but many short term vacation rental properties are being advertised and rented for events.
 - Some properties are being utilized strictly as large event venues.
 - Some events are so large that they create overflowing parking, and have valet service, hired security, catering and furniture/tent delivery and set-up.
- Registration
 - Most rental “check-ins” are done remotely with no visual confirmation for the number of occupants and cars.
 - The majority of the rental properties have absentee owners and some properties are not being properly managed.
 - Requirements for city registration of short-term rental properties may not be adequate.
- Occupancy
 - Having no occupancy limits for short-term vacation rentals encourages more rental guests to occupy the property to lower the individual renter costs.
 - To accommodate more rental guests, some properties have been modified without permits creating FL Building Code and Safety Standards violations (i.e.; adding bunkrooms and converting closets to sleeping areas).
 - Additional rental guests compound noise, parking and trash problems.
- Renter Behavior
 - Some rental guests have been disrespectful of neighbors, using rude/foul language, indecent exposure, trespassing, and cluttering the property with trash, beer cans, recreational equipment, toys, etc.

Subsequently, the next ten (10) meetings were devoted to discussing, and gaining consensus for, recommended actions that would mitigate the above referenced negative impacts. The taskforce members shared and refined many innovative, highly feasible ideas, as well as looking at best practices and case law of local governments in the State of Florida.

RECOMMENDATIONS BY VOTE

The following are recommendations for the City Council's consideration. If given direction to implement any of the following, staff will bring back revisions to ordinances, processes, procedures and applications for Council's review and approval.

Trash

- 1.) Recommend that the ordinance is amended to reflect a fine of \$100, as opposed to \$50, for garbage can violations; and that a courtesy notice is issued for the initial infraction and then fines to be imposed for second and subsequent violations.
 - Yes: 6-0
- 2.) Recommend requiring 1 trash can for the first 3 bedrooms; and then 1 can per 2 bedrooms thereafter.
 - Yes: 6-0

Parking

- 3.) Recommend requiring signage at every STR property and posting number of parking spaces allowed by city development order and/or construction permit.
 - Yes: 4-2; (Mr. Scali/Mr. Sprenkle dissenting)
- 4.) Recommend that the City explores off-site paid parking convenient to south of Hwy 98 heavily tourist areas.
 - Tie: 3-3 (Mr. Craul/Mr. Sprenkle/Mr. Scali approving; Mr. Shelton/Ms. Brown/Mr. Tadlock dissenting)

Wedding/Commercial Venues

- 5.) STR's cannot be used as event houses for commercial activity in residential neighborhoods.
 - Yes: 4-1 (Mr. Sprenkle dissenting)
- 6.) Recommend that any new special event policy must apply equally to STR and SF residential houses in any residential neighborhood
 - Yes: 4-1 (Mr. Woo dissenting)
- 7.) Recommend that the City prohibit STR owners/management companies and agents from advertising commercial activities or commercial events on property that is prohibited by City Code of Ordinances/Land Development Code.
 - Yes: 5-1; Sprenkle-No

8.) Recommend that no commercial activities shall be allowed in residential neighborhood. Special events that are no more than 2 times per year; and those in excess of occupancy are not overnight guests, are allowed without a permit. Events that are more than 2 times, but not more than 3 times, the occupancy, and those that are in excess of occupancy are not overnight guests, are allowed with a permit. Any events that will have more than 3 times the occupancy limit are not allowed; however, for lots greater than 7500 square feet, a permit can be achieved for events larger than 3 times the occupancy based on one person per every 200 square feet of property.

○ Yes: 5-2 (Mr. Woo and Mr. Sprenkle dissenting)

9.) *Recommend to restrict weddings to no more than 2 weddings per calendar year in any residential home in Destin, and prohibit any advertising on any public website that advertises weddings in a residential home without a disclaimer that weddings are limited to 2 per year; and under no circumstances shall any wedding with over 100 persons in a residential house will be permitted.*

○ No: 3-4 (Mr. Sprenkle/Mr. Craul/Mr. Scali approving; Mr. Shelton/Mr. Tadlock/Mr. Woo/Mr. Brown dissenting)

Registration

10.) Recommend to impose stiffer penalties for non-registration for short-term rentals (R):

- \$100 penalty for failure to register 30 days after issuance of notice to register.

- \$500 penalty for failure to register 60 days after issuance of notice to register.

- Lose the ability to register for 12 months for failure to register within 90 days after issuance of notice to register.

○ Yes: 5-0

11.) Recommend amending current code section 13-108(4) to require responsible party for STR have phone number listed on the sign; have an address identifying mgmt. office or primary residence within 50 miles of STR, and name and address of responsible party be provided on registration form.

○ Yes: 5-0

12.) Recommend amending ordinance to include:

- Responsible party is identified during the registration process.

- Responsible party live within 30 miles of the property.

- Responsible party acknowledges their familiarity with the STR ordinance and sign off on it during registration.

- Responsible party acknowledges they have authority to ensure STR ordinances are enforced on behalf of the property and can mitigate any problems on site, up to and including eviction.

○ Yes: 7-0

13.) Recommend requiring annual registration sticker be issued by City at time of registration and that sticker is visible in front of the house. Registration sticker be color coded and use a different color sticker each year.

○ Yes: 7-0

- 14.) Recommend allowing seven (7) days after the STR registration to put up required sign, provided no guest can stay in STR until sign is up.
- o Yes: 7-0
- 15.) Recommend that STR registration and renewal requires exterior site sketch and interior building sketch by floor; require annual inspections to include compliance with Florida Building code and life safety requirements, original development order and schematic sketches; and that inspections are the responsibility of property owner and are to be signed and sealed by a licensed, registered Building Inspector.
- o Yes: 5-1 (Mr. Scali dissenting; Mr. Sprenkle was absent during voting but dissents)

Occupancy

- 16.) Recommend 2 persons per bedroom + 2 additional persons only.
- o Yes: 5-1; (Mr. Scali dissenting; Mr. Sprenkle was absent during voting but dissents)
- 17.) Recommend regulating for reasonable verification by responsible party, within 36 hours of rental guests arrival, to confirm compliance with occupancy.
- o Yes: 6-0 (Mr. Sprenkle not present during voting but dissents)
- 18.) Recommend that the number of allowable occupants be posted on signage in front of the rental property.
- o Yes: 5-1 (Mr. Scali dissenting; Mr. Sprenkle was absent during voting but dissents).

ADDITIONAL SUGGESTIONS

In addition to the recommendations that were voted upon by the Task Force, there were several suggestions that were discussed in length but were not brought forward as recommended motions for vote. Also, there are internal procedures and ordinances that already exist that were identified as mitigation strategies for some of the negative impacts.

During the discussion regarding trash, staff reached out to our solid waste service provider for assistance. Waste Management can offer a third (3rd) pick-up day for short term rental companies, at an additional charge under a separate agreement directly with the rental company. As part of that individual agreement, valet service is also offered at an additional charge that will provide the pick-up and replacement of trash can(s) from the side of house. There were also suggestions for the pick-up schedules to be clearly posted inside of the rental properties and that the rental guests would be held accountable, as well as providing text notifications to rental guests from the management companies reminding them of trash pick-up days and times.

All City Code Enforcement Officers for the City of Destin are now fully trained and certified to issue parking tickets to illegally parked cars, and will be patrolling short-term vacation rental neighborhoods on a regular schedule during season to enforce parking rules. Staff will also be reviewing parking requirements for short-term vacation rental properties for development orders and construction permits to see if any improvements can be made. There were suggestions made that short-term rental owners and management companies should advertise how many parking spaces are actually available at each property and hold the rental guest responsible for non-compliance. Additionally, short-term rental

owners and management companies should be required to inform guests that over-parking is not allowed and let them know what other transportation alternatives are available.

It was agreed by all the task force members that new noise ordinance for “plainly audible” enforced by the OCSO should adequately address the noise issues. OCSO can shut down “nuisance” parties with an affidavit from the complainant, and any proposed special event permitting process for Single Family Residential neighborhoods will treat both owner occupied and short-term rental properties equally.

Presently, commercial activity in single family residential neighborhoods is prohibited by the Land Development Code. Code Enforcement Officers are documenting large events for frequency and intensity to take to the Special Magistrate for a determination of commercial activity. It was suggested that city staff send letters to all the short-term rental owners informing them that commercial events are prohibited and the Code will be enforced.

As part of the short-term rental registration process, it was suggested that a sliding scale for registration fees, dependent on the size of the property be implemented. Also, it was suggested that a designated call-in number be advertised to the community at large to report offenses by short-term rental properties to City Code Enforcement.

In addition to the recommendation that occupancy limits be clearly posted on signage in front of the rental property, it was also suggested that occupancy limits be written into rental agreements and posted in all advertising, and that advertising above the occupancy limit will be considered a violation.

Although rental guest behavior was identified as a negative impact, there were no recommendations made by Task Force members. It was discussed that indecent exposure and trespassing are law enforcement issues and the OCSO should be notified immediately of this type of aberrant behavior. There was a suggestion made that an acceptable “code of conduct” is established and posted on the premises of all short-term rental properties.

The appointed members of the Short-Term Rental Task Force were committed, diligent, informed and cooperative. Although there were disagreements and challenges along the way, the final work product that is being provided to Council for consideration has been well thought out, fully discussed and properly voted upon by the task force membership.