City of Daytona Beach Shores

"Life is Better Here"
"A Premier, Friendly Place to Be"

AGENDA
CITY COMMISSION MEETING
OCTOBER 10, 2023
6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Commission Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes September 26, 2023

7. CONSENT AGENDA:

A. FY 2023-2024 General Liability, Automobile, & Workers' Comp. Proposal

B. Cigna Health Insurance Proposal FY 2023-2024

C. Agreement to Piggyback Services Contracted By The City Of Tallahassee For Vehicle Purchase

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Res 2023-16 Elected Officials Education Training Policy

B. Social Media Policy

C. Consideration to start the October 24, 2023 City Commission meeting at 7:00 pm

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

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MINUTES
CITY COMMISSION MEETING
September 26, 2023
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Commissioner Mel Lindauer, Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Chris Conomos
Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. NEW BUSINESS (TRIM PROCESS ONLY):

A. RESOLUTION 2023-13 FINAL LEVYING OF AD VALOREM TAXES FY 23-24

Mayor Miller opened the public hearing at 6:04 pm. Attorney Vose read the resolution in its entirety, adopting the rolled back rate of 4.5880 mills as the operating millage rate. There were no comments from the audience.
COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt RESOLUTION 2023-13on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Chris Conomos, Mayor Nancy Miller

B. RESOLUTION 2023-14 FINAL FISCAL YEAR 2023-24 BUDGET

Mayor Miller opened the public hearing at 6:08 pm. Attorney Vose read the resolution in its entirety. There were no comments or concerns from the audience.
COMMISSIONER MEL LINDAUER moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt RESOLUTION 2023-14 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Chris Conomos, Mayor Nancy Miller

6. **CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

Barbara Ann Heegan, Director of the Port Orange/South Daytona Chamber, announced that they had hired an employee to work full time at the annex office in the Shores. Beginning next Tuesday, a blood pressure clinic will be held each week at the annex office.

7. **APPROVAL OF MINUTES**

A. City Commission Minutes September 12, 2023

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MEL LINDAUER to Approve the City Commission Minutes of September 12, 2023.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Chris Conomos, Mayor Nancy Miller

8. **CONSENT AGENDA:**

A. Community Services Software RFP Selection & Authorization of City Manager to Execute Contract

B. Public Safety August monthly report

C. Community Services Department Monthly Report - August 2023

D. VCARD Flooding & Stormwater MGT seminar

E. FLC Online Advocacy Course

F. Agreement for Animal Services - Southeast Volusia Humane Society & City of Daytona Beach Shores

G. August 2023 Executive Summary Financial Report

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Chris Conomos, Mayor Nancy Miller

9. OLD BUSINESS:

A. Ordinance 2023-12 Declaration of Emergency

Attorney Vose read the ordinance by title. There were no additional comments or concerns.
COMMISSIONER RICHARD BRYAN moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2023-12 Declaration of Emergency .
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Chris Conomos, Mayor Nancy Miller

10. NEW BUSINESS:

A. Resolution 2023-15 Opposition to the proposed fuel farm near Ormond Beach

Attorney Vose read the resolution by title. Mayor Miller explained that this subject was discussed at a recent roundtable. All 16 cities in the county are in opposition to the proposed location of the fuel farm. Once adopted, copies will be sent to Volusia League of Cities, City of Ormond Beach and the County of Volusia.
COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2023-15 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer, Commissioner Chris Conomos, Mayor Nancy Miller

11. CITY ATTORNEY COMMENTS

Attorney Vose had no additional comments.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander explained that the City of Port Orange had recently contacted him to amend the current wholesale contract. They wanted to increase the sewer rates but they had missed the deadline per their contract. The next opportunity would be in 2025. He would like to have them give a presentation to the commission regarding the increase. Tentative dates were suggested for a workshop with the Port Orange officials. A short video was shown of the new crosswalk near Peck Park that shows enhanced lighting and visibility for drivers. FDOT would like to convert all the existing crosswalks to this style for more conformity.

13. COUNCIL COMMENTS:

Mayor Miller announced the upcoming concert on Friday evening. She also provided details for the Mayor's Fitness Challenge that will begin on Oct. 2nd and run for 7 weeks. Different types of exercise and nutrition will be discussed each week. Comm. Bryan provided a brief update on trap bags. Vice Mayor Politis had recently spoken to a representative from Crabby Joe's and they hope to re-open by early November. There was a discussion regarding the commission attending additional classes not previously budgeted. One example was the FLC Advocacy class on the consent agenda. Mayor Miller would like to have a certain amount allotted to each commissioner for classes without having to ask permission each time. Attorney Vose stated she could draft a resolution. The amount agreed upon was $250 per year for each commissioner and $450 per year for the Mayor. Comm. Conomos would like to see more free online courses utilized when they are available to limit the extra expense to taxpayers.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments made during the meeting.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the next agenda.

16. ADJOURNMENT:

The meeting ended at 6:56 pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 10, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: FY 2023-2024 General Liability, Automobile, & Workers' Comp. Proposal

SYNOPSIS:

Brown & Brown Insurance has submitted the final general liability, automobile and workers' compensation insurance proposal for the City of Daytona Beach Shores. The proposal amount was included in the FY 2023-2024 budget.

FISCAL IMPACT STATEMENT:

This contracted amount is included in the FY 2023-2024 budget.

BACKGROUND:

The city has utilized Preferred Governmental Insurance Trust (PGIT) for the past 3 years as it's insurance carrier for general liability, auto and workers' comp. insurance. Insurance premiums have increased across the state from 17%-500%. The city has incurred an increase of 10.5% for workers' compensation, 31.1% for auto and 93.5% for property and liability. The increase is due to the market, experience modifier change (due to Hurricane claims) and maintaining a blanket cover policy of $27.36 million.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

ATTACHMENT: 1. 23-24 CITY OF DAYTONA BEACH SHORES PCKG PROPOSAL FINAL (1)

CITY OF DAYTONA BEACH SHORES

INSURANCE PROPOSAL

Effective: 10/01/2023 – 10/01/2024

Presented By:

Justin Anselmo, CRIS
Vice President

Angela Phifer, ACSR
Account Manager/Team Leader

Felisha Tyde, CPSR
Claims Analyst

300 North Beach Street
Daytona Beach, FL 32114

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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* ***All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.***

CLIENT SERVICE TEAM

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MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

Preferred Governmental Insurance Trust Excess Insurance Structure

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preferred Governmental Insurance Trust
MUNICIPALITY EXCESS INSURANCE STRUCTURE 23-24

Workers' Compensation	Property Inland Marine and Automobile PD	Equipment Breakdown	Cyber Liability	Active Assailant	Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices
Statutory Limits	All Property Insured by Trust $240,000,000 Total Limit	$100,000,000	$2,000,000	$1,000,000	Higher Limits Available $1,000,000 Per Occurrence Limit			
Arch Insurance Company	$40,000,000 Chubb Europe Convex Fortegra Lancashire Landmark American Lloyds Starr Surplus (Excess over Tower 1 & Tower 2)	Travelers	Indian Harbor Insurance Co.	Lloyds	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.
$1,000,000 Fortegra Specialty	Tower 1: $100,000,000 Aspen Specialty AWAC Beazley USA Berkshire Hathaway Chubb Europe Fidelis Houston Specialty Independent Specialty Interstate Fire Landmark American Lexington Lloyds Princeton Starr Surplus Westchester Westfield (Tower 1) Tower 2: $100,000,000 Aspen Specialty AWAC Berkshire Hathaway Convex Evanton Fidelis Independent Specialty Interstate Fire Ironshore Lancashire Landmark American Lexington Lloyds Princeton Starr Surplus Starstone Swiss Re Westchester Westfield (Tower 2)							
$1,000,000 Retention	$25,000	$25,000	$250,000 Retention	$10,000 Retention	$500,000 Retention	$500,000 Retention	$500,000 Retention	$500,000 Retention

***Preferred* Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Building & Contents Total Insured **Stated Values**	$ 23,900,593
Flood Limit Per Occurrence and Aggregate	$ 5,000,000
Earth Movement Limit Per Occurrence & Aggregate	$ 5,000,000
Terrorism	$ 5,000,000
Boiler & Machinery (Including Equipment Breakdown)	$ 23,900,593
Sublimits:	
Water Damage	$ 500,000
Ammonia Contamination	$ 500,000
Hazardous Substance	$ 500,000
Utility Interruption (24 Hour Waiting Period)	$ 2,000,000
Spoilage	$ 250,000
Ordinance or Law	$ 500,000
Expediting Expenses	$ 1,000,000

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket subject to limits shown in policy declaration at time of loss

Deductibles:	
Named Windstorm based on TIV per Occurrence/Per Location; Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	5% $35,000
Equipment Breakdown per Occurrence	$5,000
Flood per Flood Occurrence Except zones A, V excess of NFIP, whether purchased or not	$5,000
Earth Movement per Occurrence	$5,000
TRIA (Includes Inland Marine if Applicable) per Occurrence	$5,000
All Other Perils per Occurrence	$5,000

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefill or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

25% Minimum Earned Premium

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred **Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*
Client ultimately chooses value insured

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	$500,000
Additional Expense	$1,000,000
Animals	$5,000
Loss of Business Income	$500,000
Debris Removal (Whichever is Greater)	$250,000 / 25% of Loss
Demolition, Ordinance and ICC	$500,000
Duty to Defend	Included
Errors and Omissions	$250,000
Expediting Expense	$5,000
Fire Department Charges	$25,000
Fungus Cleanup Expense	$50,000
Lawns, Plants, Trees and Shrubs	$25,000
New Locations up to 60 Days	$2,000,000
Personal Property of Employees	$50,000
Pollution Cleanup Expense	$50,000
Preservation of Property	$250,000
Property at Miscellaneous Unnamed Locations	$150,000
Professional Fees	$20,000
Recertification	$10,000
Service Interruption Coverage	$100,000
Transit	$250,000
Buildings Under Construction	If Shown on Property Schedule
Property Newly Acquired Locations	
During the PROPOSED Coverage Agreement period, carrier will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement.	
If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then an additional annual premium will be invoiced by endorsement.	
For two year coverage periods, an additional premium will be charged on the second annual installment if premium added during the first year of the coverage agreement.	

****The Sublimits Listed do not Increase any Other Applicable Limit of Liability. Deductible per Terms of the Coverage Agreement***

Preferred **Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*
Client ultimately chooses value insured

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property and Inland Marine Coverage Form
Public Entity Flood Coverage Form
Public Entity Equipment Breakdown Coverage Form
Public Entity Automatic Additional Parties
Common Agreement: Consent to Settle
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24)*
Property and Inland Marine Coverage PGIT MN 104 *(See Notable Changes 23-24 which includes but is not limited to the below):* * *No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers* * *Property in the open does not included unscheduled signs which are not attached to buildings* * *During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.* * *Valuation redefined to included* ***'actually and necessarily expended'***
Minimum Earned Premium – 25%
Exclusions:
• War, Military Action and Terrorism
• Earth Movement
• Pollution
• Nuclear Reaction
• Utility Failure, Except as Provided Under Special Property Coverages
• Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages
• Building Ordinance Enforcement
• Mold/Fungus
• Earthquake
• Water, Except as Provided Under Extensions of Coverage
• Asbestos
• Inventory Shortage
• Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill

Preferred **Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses value insured

Property Not Covered:
• Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
• Aircraft
• Vehicles licensed or designed for highway use, unless shown on the Property Schedule excluding collision with another object. The Named Storm deductible from PGIT 122 applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
• Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
• Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
• Accounts, Records, Bills, Valuable Papers, Abstracts, Deeds, Manuscripts, Currency, Evidence of Debt, Money Notes or Securities, Unless Scheduled in the Declarations
• Dams, Dikes or Levees
• Contraband or Property in the Course of Illegal Transportation or Trade
• Property Covered Under Import or Export Ocean Cargo Policies; Property You Transport as a Common Carrier; Property Shipped by Mail, Unless Sent Registered or Certified
• Watercraft, unless loss is from a specified peril

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

Loc./ Bldg:	Description	Address:	Limits of Insurance:	
			Building:	Contents:
1/1	Maintenance Garage	3050 S Atlantic Avenue	$821,700	$329,700
1/2	Public Safety Headquarters	3050 S Atlantic Avenue	$6,300,000	$1,439,100
1/3	PITO - Public Safety Complex	3050 Atlantic Ave	$366,200	$0
2/1	Council Chambers/Sr Ctr	3048 S Atlantic Avenue	$999,300	$148,400
2/2	Restrooms #1	3048 S Atlantic Avenue	$102,200	$0
2/3	Large Pavillion	3048 S Atlantic Avenue	$276,500	$0
2/4	Pickle Ball Ct/Pito - Mcelroy Park	3048 S Atlantic Ave.	$183,700	$0
2/5	Gazebo	3048 S Atlantic Ave	$54,900	$0
2/6	Restrooms #2	3048 S Atlantic Ave	$85,600	$0
3/1	Lift Station	133 Atares Avenue	$97,100	$0
3/2	Pump Station Building	133 Atares Avenue	$128,400	$20,000
4/1	Pump Station 5	113 Cheshire Road	$183,100	$0
4/2	Pump Bypass	113 Cheshire Road	$133,500	$0
5/1	Master Pump Station	117 Seaway	$487,200	$0
5/2	Back Up Pump	117 Seaway	$128,700	$0
6/1	City Hall	2990 S Atlantic Avenue	$2,031,200	$482,800
6/2	PITO - City Hall Complex	2990 S Atlantic Avenue	$278,000	$0
7/1	Comm Service	11 Bellmead Drive	$920,500	$311,200
8/1	Pump Station 4	7 Oceans West Blvd	$159,500	$0
9/1	Storage Building	3751 Cardinal Blvd	$228,900	$195,700
10/1	Community Center	3000 Bellemead Dr	$5,496,202	$350,000
10/2	Restrooms/Storage	3000 Bellemead Dr	$192,334	$0
10/3	Tennis Courts, Fence Lighting, Shaded	3000 Bellemead Dr	$483,957	$0
10/4	Parking Lot Lighting	3000 Bellemead Dr	$35,000	$0
11/1	Fornari Park – Table & Bathrooms	3259 S. Atlantic Ave.	$150,000	$0
12/1	Andrinopolous Park – Pavillion, Tables, Playground	2540 S. Atlantic Ave.	$150,000	$0
13/1	Beachcomber Park – Pavillion, Tables, Playground	2608 S. Atlantic Ave.	$150,000	$0
Total Insured Values:			**$20,623,693**	**$3,276,900**
			$23,900,593	

Preferred **Governmental Insurance Trust**

PROPOSED INLAND MARINE COVERAGE
Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine ($25,000 Max Per Item)	$2,000,000
Scheduled Inland Marine	$1,189,700
Total All Inland Marine	**$2,189,700**

Deductibles:	
Named Storm – Per Occurrence Minimum	5% $25,000

Valuation:
Actual Cash Value: Replacement Cost less Depreciation

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property and Inland Marine Coverage Forms
Minimum Earned Premium – 25%
Property and Inland Marine Coverage PGIT MN 104 *(See Notable Changes 23-24 which includes but is not limited to the below):* * *No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers* * *Property in the open does not included unscheduled signs which are not attached to buildings* * *During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.* * *Valuation redefined to included* ***'actually and necessarily expended'***
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24*)

PROPOSED SCHEDULE OF INLAND MARINE EQUIPMENT

Description of Property	Limit of Coverage	Deductible:
Blanket Unscheduled Items	$2,000,000	$500
310J Backhoe loader	$51,500	$500
Portable Generator	$56,990	$500
Harben Sewer Line Cleaner	$53,093	$500
2014 Kubota L4600 Tractor	$35,000	$500
2015 Nifty Lift	$50,000	$500
2016 Bobcat Mini Trackhoe	$45,000	$500
Sewer CCTV Equipment & Trailer	$105,000	$500
2015 Portable Sewer Pump	$35,000	$500
2005 Portable Sewer Pump	$31,000	$500
Vereer LP873SDT Vac	$95,875	$500
Emergency Generator	$43,200	$500
2015 Portable generator	$62,080	$500
Electronic Data Processing Equipment	$58,124	$500
2020 Tradewinds Generator	$105,897	$500
2020 Tradewinds UL 2200 Generator	$89,922	$500
2021THOMPSON BYPASS PUMP	$121,286	$500
2021 Tradewinds Generator With Enclosure & Switch	$48,700	$500
2021 Tradewinds Generator With Enclosure & Switch	$49,900	$500
2022 Tradewinds Generator 56KW w/enclosure	$52,133	$500
Total Scheduled Inland Marine Limit:	***$1,189,700***	

Preferred **Governmental Insurance Trust**

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Description of Crime Coverage:	Limits of Coverage:	Deductible:
Employee Dishonesty – Blanket Form Including Faithful Performance, Per Loss	$50,000	$2,500
Forgery and Alteration	$250,000	$5,000
Theft, Disappearance and Destruction	$10,000	$2,500
Computer Fraud Including Funds Transfer Fraud	$250,000	$5,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Government Crime Coverage Form - Discovery
Minimum Earned Premium – 25%

Other Coverage Available:
Robbery and Safe Burglary
Premises Burglary
Extortion
Premises Theft and Robbery Outside
Lessees of Safe Deposit Boxes
Securities Deposited with Others

Preferred **Governmental Insurance Trust**

PROPOSED LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial General Liability: *Occurrence Form*	**Limits of Coverage:**
Bodily Injury and Property Damage Each Occurrence	$1,000,000
Personal Injury & Advertising Injury	Included
Products / Completed Operations	Included
Fire Damage	Included
Medical Expense (Any One Person)	$2,500
General Aggregate	**Not Applicable**

Employee Benefits Liability: *Occurrence Form*	**Limits of Coverage:**
Per Person	$1,000,000
Aggregate	Not Applicable

Other Coverage: *Occurrence Form*	**Limits of Coverage:**
Herbicide & Pesticide Aggregate	$1,000,000
Liquor Liability	Not Included
Sewer Backup & Water Damage No Fault At Fault Aggregate	 $10,000 $200,000 $200,000
Bert J Harris Jr. Private Property Rights Protection Act	$300,000

Law Enforcement Liability: Occurrence Form	**Limits of Coverage:**
Per Person	$1,000,000
Per Occurrence	$1,000,000
Aggregate	Not Applicable

Defense Cost is Outside of Limits
Does Not Erode the Limits for General Liability, Law Enforcement Liability

Public Officials Liability: Occurrence Form	**Limits of Coverage:**
Per Occurrence	$1,000,000
Pre-Termination	$2,500/$5,000
Non-Monetary Aggregate	$100,000

Employment Practices Liability: Occurrence Form	**Limits of Coverage:**
Per Occurrence	$1,000,000

Premium is Not Subject to Annual Audit
25% Minimum Earned Premium

Preferred **Governmental Insurance Trust**

PROPOSED LIABILITY COVERAGE *(Continued)*
Higher limits may be available upon request

Deductibles: ***does not apply to defense cost***	
General Liability per Occurrence	$0
Employee Benefits Liability per Occurrence	$0
Fire Damage Limit	$0
At-Fault Sewer Backup & Water Damage Coverage	$0

Rating Basis:

Classification:	Basis:	2022 Exposures:	2023 Exposures:
General Liability	Payroll	$3,235,884	$3,230,884
Law Enforcement			
Full Time Officers	Each	29	35
Part Time Officers	Each	7	20
Volunteer Officers	Each	0	0
Employment Related Practices			
Full Time Employees	Each	80	85
Part Time Employees	Each	13	26

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity General Liability Coverage Form
Public Entity General Liability Employee Benefits Liability Coverage Form
Public Entity General Liability Preferred Endorsement
Public Entity Law Enforcement Liability
Public Entity Public Officials Liability
Public Entity Employment Related Practices Liability
Public Entity Cyber Liability
Public Entity Key Individual Replacement Expense
Public Entity Emergency Travel Expense
Public Entity Identity Theft Expenses
Unmanned Aircraft Coverage form
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24*)
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (*See Notable Changes 23-24)*

Preferred Governmental Insurance Trust

PROPOSED DEADLY WEAPON PROTECTION LIABILITY COVERAGE

Higher limits may be available upon request

Deadly Weapon Protection Coverage: *Claims Made*	**Limits of Coverage:**
Third Party Liability Coverage - Each Event	$1,000,000
Sub-limits (these limits do not increase the event limit)	
Crisis Management per Event	Included
Counseling Services per Event	$250,000
Funeral Expenses per Event	$250,000
Claims Expenses per Event	Included
Retroactive Date	***10/01/2019***

Claims Expenses are Included in the Limits of Liability

Deductibles:	
Each Event	$0

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
PGIT MN040 1019 Active Assailant Declarations (defines limits and sub-limits)
Automatic Extended Reporting Period is 60 Days
PGIT MN400 1019 Deadly Weapon Third Party Liability Claims Made Coverage
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (*See Notable Changes 23-24)*

Premium is Not Subject to Annual Audit
25% Minimum Earned Premium

***Preferred* Governmental Insurance Trust**

PROPOSED PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY COVERAGE

Higher limits may be available upon request

Public Officials Liability: *Occurrence Form*	**Limits of Coverage:**
Per Occurrence	$1,000,000
Aggregate Limit	N/A
Deductible: per Occurrence	**$0**

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Supplementary Payments of Public Officials Liability:	**Sublimits:**
Pre Termination per Employee Annual Aggregate	 $2,500 $5,000
Non-Monetary – Defense and Claims Expense Aggregate	$100,000

Employment Practices Liability: *Occurrence Form*	**Limits of Coverage:**
Per Occurrence	$1,000,000
Aggregate Limit	N/A
Deductible: Occurrence	**$0**

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Rating Basis:

Classification:	**Expiring Exposure:**	**Renewal Exposure:**
Payroll	$5,880,430	$6,399,818
Full Time Employees	80	85
Part Time Employees	13	26
Volunteers	0	0

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Officials & Employment Practices Liability Coverage Form
Automatic Extended Reporting Period – 60 Days
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (*See Notable Changes 23-24)*

Preferred **Governmental Insurance Trust**

PROPOSED CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Cyber Liability / Media Content Services, Network Security & Privacy Liability Endorsement: ***Claims Made and Reported***	**Limits of Coverage:**
Policy Limit Annual Aggregate	**$2,000,000**
Third Party Liability Coverage:	
Privacy & Security Liability Each Claim	$2,000,000
Media Content Services Liability Each Claim	$2,000,000
PCI DSS Sub-limit	$1,000,000
First Party Liability Coverage:	
Cyber Extortion & Ransomware Each Claim	$500,000
Data Breach & Crisis Management Each Claim	$2,000,000
Data Recovery Each Claim	$2,000,000
Business Interruption / Extra Expense Each Claim	$2,000,000
Cyber Crime Sub-limit	$250,000
Utility Fraud Sub-limit	$100,000
Bricking Coverage Sub-limit	$500,000
System Failure Business Interruption / Extra Expense Sub-limit	$1,000,000
Dependent Business Interruption Sub-limit Business Interruption / Extra Expense System Failure Sub-limit	$1,000,000 Included $1,000,000
Retroactive Date	***10/01/2017***
Deductible Each Coverage and Claim	**$25,000**
Waiting Period: All Coverage Relevant to Business Interruption	**12 Hours**

Defense Costs are in Included in the Policy Limit (Company Appoints Counsel)

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Media Content Services, Network Security, and Privacy Liability Endorsement (Claims Made and Reported) Voluntary Notification Endorsement is included
Automatic Extended Reporting Period – 60 Days Optional Extended Reporting Period – 12 Months at 100% Additional Premium
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (*See Notable Changes 23-24)*

***Preferred* Governmental Insurance Trust**

PROPOSED AUTOMOBILE COVERAGE
Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:	
Bodily Injury & Property Damage	1	$1,000,000	Combined Single Limit
Personal Injury Protection Statutory	5	$10,000	Each Person
Medical Payments	2	$1,000	Each Person
Owned Physical Damage Comprehensive Collision	2	***ACV*** $1,000 $1,000	***or Cost of Repair*** Deductible Deductible
Hired Physical Damage Comprehensive Collision	8	$50,000 $2,500 $2,500	Limit Deductible Deductible

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Automobile Coverage Form
Public Entity Automobile – Florida Changes
Public Entity Automobile – Florida Personal Injury Protection
Public Entity Automobile – Pollution Liability – Broadened Coverage for Covered Autos
Public Entity Automobile – Mutual Aid Form
Subject to favorable motor vehicle reports
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24*)
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (*See Notable Changes 23-24)*

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

25% Minimum Earned Premium

PROPOSED SCHEDULE OF AUTOMOBILES

Unit #	Year	Make	Model	VIN	Reported Value	Deductibles	
						Comp	Coll
1	2003	Trojan	Trailer	DWM0997TH12FB9753	$2,600	$1,000	$1,000
2	2007	Other	AllPro Trailer	1Z9PH25248J213659	$6,903	$1,000	$1,000
3	2010	Ford	Explorer	1FMEU7DE0AUA42795	$23,771	$1,000	$1,000
4	2006	International	Bucket truck	1HTMMAAN16H236322	$55,000	$1,000	$1,000
5	2010	Ford	Explorer	1FMEU6DE2AUA42792	$19,971	$1,000	$1,000
6	2011	Ford	F350 1 ton	1FDRF3H69BEB95873	$24,356	$1,000	$1,000
7	2011	Ford	Explorer	1FMHK7B87BGA35794	$22,324	$1,000	$1,000
8	2011	Ford	F350 4x4	1FDRF3H67BEB95872	$24,984	$1,000	$1,000
9	2011	Ford	Taurus	1FAHP2DW6BG190170	$20,674	$1,000	$1,000
10	2012	Ford	F150	1FTNF1CF1CKD31589	$23,373	$1,000	$1,000
11	2012	Ford	F350	1FT8W3B68CEB08264	$33,516	$1,000	$1,000
12	2013	Ferrara	Fire Ladder Truck	44KFT4281DWZ22429	$524,748	$1,000	$1,000
13	2014	Harley Davidson	Motorcycle	1HD1FHM12EB611579	$18,230	$1,000	$1,000
14	2014	Ford	Taurus	1FAHP2D83EG150604	$20,325	$1,000	$1,000
15	2015	Ford	Taurus	1FAHP2D84FG140780	$19,741	$1,000	$1,000
16	2015	Chevrolet	Silverado	1GB3KYCG7FF550286	$28,358	$1,000	$1,000
17	2015	Ford	Explorer	1FM5K7D87FGB83434	$26,866	$1,000	$1,000
18	2009	International	Dump	3HAWGSTT0GL226698	$109,540	$1,000	$1,000
19	2016	Chevrolet	Pickup	1GCNCNEC2GZ162912	$21,754	$1,000	$1,000
20	2016	Ford	Explorer	1FM5K8AR0GGC07383	$27,219	$1,000	$1,000
21	2015	Chevrolet	Pickup	1GC0CUEG8HZ164494	$27,867	$1,000	$1,000
22	2017	Chevrolet	Pickup	1GC1CUEG6HF103232	$30,343	$1,000	$1,000
23	2017	Ford	F150 4x4	1FTMF1EP3HKD03074	$24,338	$1,000	$1,000
24	2017	Chevrolet	Pickup	3GCPCNEH6HG283187	$25,338	$1,000	$1,000
25	2017	GMC	Sierra 1500	3GTP1LEH6HG279957	$26,551	$1,000	$1,000
26	2017	Ford	Expedition	1FMJU1GT0HEA63933	$33,738	$1,000	$1,000
27	2017	Ford	Explorer	1FM5K8ACXHGC34513	$27,750	$1,000	$1,000
28	2017	Ford	Explorer	1FM5K7B81GGC60609	$24,663	$1,000	$1,000
29	2016	Ford	F150 4x4	1FTMF1EP3GKE78181	$23,919	$1,000	$1,000
30	2017	Chevrolet	Silverado 1/2 Ton	1GCNCNEC8JZ188941	$24,291	$1,000	$1,000

PROPOSED SCHEDULE OF AUTOMOBILES *(Continued)*

Unit #	Year	Make	Model	VIN	Reported Value	Deductibles Comp	Deductibles Coll
31	2018	GMC	Terrain SUV	3GKALTEV0JL240742	$29,570	$1,000	$1,000
32	2018	Ford	Interceptor	1FM5K8AR8JGB12724	$27,435	$1,000	$1,000
33	2018	Ford	Interceptor	1FM5K8ARXJGB12725	$27,435	$1,000	$1,000
34	2019	Ford	F150 King Cab 4X4	1FTEW1C53KKC42256	$31,960	$1,000	$1,000
35	2020	Harley Davidson	Motorcycle	1HD1FMP19LB624234	$21,168	$1,000	$1,000
36	2020	Harley Davidson	Motorcycle	1HD1FMP10LB623845	$26,168	$1,000	$1,000
37	2020	Ford	Explorer	1FMSK7DH5LGC00973	$31,485	$1,000	$1,000
38	2020	Ford	F350 4X4 Crew	1FD8W3H61KEE24994	$54,970	$1,000	$1,000
39	2019	Ford	Explorer	1FM5K8AR4KGB44488	$38,570	$1,000	$1,000
40	2020	Ford	Explorer	1FM5K8AR6KGB44489	$38,570	$1,000	$1,000
41	2020	Chevrolet	1500 EXT	1GCRWAEFXLZ250998	$25,747	$1,000	$1,000
42	2020	Ford	Interceptor	1FM5K8AW7LGC10278	$46,393	$1,000	$1,000
43	2020	Ford	Interceptor	1FM5K8AW9LGC10279	$46,393	$1,000	$1,000
44	2021	Ford	Explorer XLT	1FMSK7DH9MGA64266	$31,785	$1,000	$1,000
45	2021	Ford	Explorer Police Interceptor	1FM5K8AW8MNA01306	$48,014	$1,000	$1,000
46	2021	Ford	Explorer Police Interceptor	1FM5K8AW6MNA01305	$48,014	$1,000	$1,000
47	2021	Trailer	Cargo Mate	5NHUNS213MU131259	$6,634	$1,000	$1,000
48	2020	Sutphen	Fire Truck	1S9A1HD3L3003173	$503,402	$1,000	$1,000
49	2020	Trailer	Down to Earth	5MYUU1213LB071987	$1,896	$1,000	$1,000
50	2022	Trailer	Down to Earth	1XNBU1420N3089810	$3,853	$1,000	$1,000
51	2022	Ford	F150 XL	1FTEX1CB3NKD99356	$27,263	$1,000	$1,000
52	2022	Club Car	Villager 2 (Golf Car)	JN2211269020	$8,845	$1,000	$1,000
53	2022	Ford	Explorer Police Interceptor	1FM5K8AW0NNA02354	$51,488	$1,000	$1,000
54	2022	Ford	Explorer Police Interceptor	1FM5K8AW3NNA02297	$51,488	$1,000	$1,000
55	2022	Ford	Explorer Police Interceptor	1FM5K8AW7NNA02240	$51,488	$1,000	$1,000
56	2022	Ford	Explorer Police Interceptor	1FM5K8AW8NNA02277	$51,488	$1,000	$1,000
57	2022	Ford	Explorer Police Interceptor	1FM5K8AW3NNA02414	$51,488	$1,000	$1,000
58	2022	Ford	F550 Super Duty	1FDUF5GT1NEE25441	$104,535	$1,000	$1,000
59	2021	Ford	Explorer Police Interceptor	1FM5K8AW1MNA01308	$49,683	$1,000	$1,000
60	2021	Ford	Explorer Police Interceptor	1FM5K8AW3MNA01309	$49,683	$1,000	$1,000
61	2021	Ford	Explorer Police Interceptor	1FM5K8AW3MNA09703	$48,055	$1,000	$1,000

PROPOSED SCHEDULE OF AUTOMOBILES *(Continued)*

Unit #	Year	Make	Model	VIN	Reported Value	Deductibles	
						Comp	Coll
62	2022	Ford	F350 4X4 Diesel	1FD8W3BT2NEF62255	$80,658	$1,000	$1,000
63	2022	GMC	Sierra C1500	1GTRUAED8PZ184641	$42,156	$1,000	$1,000

Preferred Governmental Insurance Trust (PGIT)

PROPOSED WORKERS' COMPENSATION & EMPLOYERS' LIABILITY COVERAGE

GUARANTEED COST RATES AS OF 01/01/2023

CLASS CODE	CLASSIFICATION DESCRIPTION	PAYROLLS	RATE		
5509	Street or road maintenance or beautification & drivers (FL)	$ 340,400	$ 8.51		$ 28,968
7580	Sewage disposal plant operation & drivers	$ 186,700	$ 2.17		$ 4,051
7704	Firefighters & drivers	$ 3,168,934	$ 4.46		$ 141,334
8380	Automobile service or repair center & drivers	$ 100,500	$ 2.05		$ 2,060
8810	Clerical office employees NOC	$ 1,721,564	$ 0.15		$ 2,582
9015	Buildings-operation by owner, lessee or real estate management firm: all other	$ 74,900	$ 3.30		$ 2,472
9102	Park NOC-all employees & drivers	$ 439,720	$ 3.39		$ 14,907
9410	Municipal, township, county or state employee NOC	$ 367,100	$ 2.44		$ 8,957
	Gross Total Payrolls	***$ 6,399,818***			

PREMIUM ADJUSTMENT	RATE	SUB-TOTAL	
Manual Premium			**$ 205,332**
Waiver of Subrogation			
Increased Employers Liability		$ -	$ 205,332
Safety Credit	2.0%	$ (4,107)	$ 201,225
Drug-Free Credit	5.0%	$ (10,061)	$ 191,164
Experience Modifier	0.83	$ (32,498)	$ 158,666
FCCPAP Credit			
Estimated Standard Premium			**$ 158,666**
Discount			$ (15,867)
Discounted Premium			$ 142,799
Expense Constant			$ 160
Premium Discount			$ (12,085)
Total Estimated Annual Premium			**$ 130,874**

Item 3A of the policy - Workers' Compensation	
States where there is a known or expected exposure	**Florida**
Item 3B of the policy - Employers' Liability Limit - ***(Higher Limits are Available Upon Request)***	
Applies only to the states listed in 3A	
Bodily Injury by Accident - Each Accident	**$ 1,000,000**
Bodily Injury by Disease - Policy Limit	**$ 1,000,000**
Bodily Injury by Disease - Each Employee	**$ 1,000,000**
Item 3C of the policy	
Corporate Officers, Sole Proprietors, or Partners	**Covered**

This exhibit is based on estimated payrolls.
Changes in payroll, rate, class code, or experience modification factor, will affect premium.
An Audit will be performed by the carrier to determine the final cost of the program.

Ace American Insurance Company
Policy Period 10/1/2023 to 10/01/2025

PROPOSED POLICE, FIRE & MEDIC AD&D INSURANCE

Eligibility:	
Class 1:	All Law Enforcement, Correctional and Correctional Probation Officers as Defined in Florida Statute 112.19(b), Firefighters as Defined in Florida Statute 112.191(b), and all Paramedics/EMT's of the Policyholder who are in Active Service

Exposure:	
FT Police Officers	21
PT Police Officers	9
FT Firefighters	7
PT Firefighters	12
Emergency Medical Technicians (Who are not Firefighters)	1
FT Paramedics (Who are not Firefighters)	1
PT Paramedics (Who are not Firefighters)	1
Principal Sum:	
Line of Duty Coverage	$75,000
Fresh Pursuit Coverage	$150,000
Unlawful & Intentional Death & Dismemberment Coverage	$225,000
Time Period for Loss From Date of Covered Accident	365 Days
Plan Benefits & Covered Activities:	
Child Care Center Benefit: Per Year, Up to a Total Maximum of 2 Annual Payments Per Child	$2,000
Child Education Benefit: Per Year - Maximum Benefit Period of 4 Years	$2,000
Disability Benefit: Per Week Time Period for Loss From Date of Covered Accident Maximum Benefit Period of 52 Weeks	$2,000 30 Days
Funeral & Burial Expense Benefit:	$10,000
Spouse Education Benefit: Per Year, Maximum Benefit Period of 3 Years	$2,000

Accidental Death and Dismemberment (Benefit Amounts are Percentage of Principal Sum):	
Loss of Life	100%
Two or More Members	100%
Quadriplegia	100%
One Member	50%
Hemiplegia	50%
Paraplegia	50%
Loss of Thumb and Index Finger of the Same Hand	25%
Uniplegia	25%

Ace American Insurance Company
Policy Period 10/1/2021 to 10/01/2023

PROPOSED POLICE, FIRE & MEDIC AD&D INSURANCE
(Continued)

Crime Victims:
If the Covered Person is a Victim of a Violent Crime and it is Determined that the Covered Person is Eligible Under the Florida Crimes Compensation Act, any Deductible and Coinsurance Provision of the Policy Will not Apply. The Covered Person Must Provide the Company with a Copy of the Written Notification Concerning Their Status Received from the Office of the Attorney General, Division of Victim Services, State of Florida

Forms, Endorsements and Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements and Exclusions as issued by ISO or Carrier
This Insurance Does not Apply to the Extent That Trade or Economic Sanctions or Regulations Prohibit us From Providing Insurance, Including, but not Limited to, the Payment of Claims
Intentionally Self-Inflicted Injury
Suicide or Attempted Suicide
War or any Act of War, Whether Declared or Not
Service in the Military, Naval or Air Service of any Country
Sickness, Disease, Bodily or Mental Infirmity, Bacterial or Viral Infection, or Medical Or Surgical Treatment Thereof, Except for any Bacterial Infection Resulting From an Accidental External Cut or Wound or Accidental Ingestion or Contaminated Food. (Except as Provided by the Policy)
Commission of, or an Attempt to Commit a Felony, an Assault or Other Illegal Activity.
The Covered Person Being Legally Intoxicated as Determined According to the Laws Of the Jurisdiction in Which the Injury Occurred.

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures:	Expiring:	Renewal:
Property Values	$ 24,740,777	$ 23,900,593
Inland Marine Values	$ 2,721,862	$ 3,189,700
Vehicle / Trailer Units	56	63
Employee Count - Liability - FT	80	85
Employee Count - Liability - PT	13	26
Volunteers	0	0
Payroll - Liability / Work Comp	$ 3,235,884	$ 3,230,884
Payroll - Public Officials / Work Comp	$ 5,880,430	$ 6,399,818
Experience Modifier	0.90	0.83

Premiums:	Expiring:	Renewal:
Package includes:		
Property	$ 98,276.00	$ 177,710.00
Inland Marine	$ 8,218.00	$ 19,897.00
Crime	$ 815.00	$ 924.00
General Liability	$ 52,990.00	$ 60,842.00
Law Enforcement Liability	$ 41,056.00	$ 67,607.00
Public Officials and Employement Practices Liability	$ 46,829.00	$ 59,948.00
Cyber Liabiliy	$ 4,388.00	$ 5,038.00
Automobile Liability	$ 23,762.00	$ 16,383.00
Automobile Physical Damage	Included	$ 15,954.00
Workers Compensation	$ 118,342.00	$ 130,714.00
Expense Constant	$ 160.00	$ 160.00
AD&D - Police, Fire, Paramedics - 2 Year Policy	$ 3,487.00	$ 3,946.00
Total Proposed Premiums	**$ 398,323.00**	**$ 559,123.00**

Options:		
AD&D - Police, Fire, Paramedics - 1 Year Policy		$ 2,192.00
Property - Blanket Value of $27,361,367		$ 204,367.00
General Liability with a $5,000 Deductible		$ 56,279.00
General Liability with a $10,000 Deductible		$ 54,758.00
Law Enforcement Liability with a $5,000 Deductible		$ 62,469.00
Law Enforcement Liability with a $10,000 Deductible		$ 59,495.00
Public Officials Liability / EPLI with a $5,000 Deductible		$ 54,955.00
Public Officials Liability / EPLI with a $10,000 Deductible		$ 52,478.00

PAYMENT PLAN OPTIONS:

Line of Coverage:	Carrier:	Billing:	Payment Option:
Package	Preferred Governmental Insurance Trust	Agency Bill	• Annual Premium Due in Full or • 50% Down, 25% Due at 75 Days and 25% Due at 166 Days
AD&D	ACE American Ins. Co.	Agency Bill	• Annual Premium Due in Full
Workers' Compensation	Preferred Governmental Insurance Trust	Direct Bill	• Quarterly Payments • 25% Down Plus 4 Equal Installments • 25% Down Plus 6 Equal Installments • 25% Down Plus 9 Equal Installments

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

Payment is due within 10 days of binding.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Package	*Preferred*	• Fully completed, signed, dated, and initialed carrier specific application • Signed and dated Auto UM form • Signed and dated carrier quote signature page • During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement. • The quote presented herein is an all or nothing quote. No single line of coverage may be bound without the support of the other lines and WC Coverage Agreement.
AD&D	ACE	• Request to Bind Coverage
Work Comp	*Preferred*	• Signed, dated and initialed carrier specific application • Fully completed, signed, and dated Drug Free Workplace Credit application • Fully completed, signed, and dated Safety Workplace Credit application • Conditional upon binding package coverage • The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees. • If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***	Package	Preferred Governmental Insurance Trust	Not Rated	
***	Work Comp	Preferred Governmental Insurance Trust	Not Rated	
	AD&D	ACE American Insurance Company	A++	XV

****** PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However; PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company of payment of claims.***

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida – Daytona Beach, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown presented other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company, but we were unable to secure such a quote.
- Coverage is being placed through ***Preferred*** **Governmental Insurance Trust** ("***Preferred***"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

City of Daytona Beach Shores
Policy Number: PK FL1 0642701 23-07
Policy Period: 10-01-2023 to 10-01-2024
Date of Notice: 09/08/2023

*** A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

APPENDIX

Brown & Brown INSURANCE®

INSURANCE COVERAGE REVIEW

Insured:		Policy Term Date:	

Please advise if quotations for increased limits of liability or for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown (if indicated with an "L", such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); Q = Quote for Limited or Uncovered

If coverage placed through another agent or broker and/or insured declines to discuss, mark section **CLIENT DECLINED QUOTE**

	E	C	Q
	Y/N	Y/L/N	Y/N
PROPERTY			
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Improvements & Betterments			
Business Income/Rental Income			
Extra Expense			
Leaseholder's Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law			
A. Loss to Undamaged Portion of Bldg			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Conditions			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
Mold / Fungi			
EIFS			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired & Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured/Underinsured Motorist (Primary)			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			

CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
ERISA Bond			

	E	C	Q
	Y/N	Y/L/N	Y/N
LIABILITY			
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors & Omissions Liability/Professional			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P +I)			
Mold / Fungi			
Umbrella / Excess Liability			
EIFS			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractor's / Mobile Equipment			
Signs			
Installation Floater			
Rented / Leased Equipment			
Motor Truck Cargo			
Ocean Cargo			
Transit / Transportation			
Builders Risk / Course of Construction			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
USL&H / Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation – Owned			
Aviation - Non-Owned			

MISCELLANEOUS			
International / Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.

Insured Representative's Name / Title

Date, Time & Location Process Was Completed With Insured

Brown & Brown Representative Signature

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services.

Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services. Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9 .75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

RELATED INFORMATION

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 customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

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

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is $100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or $300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as “Borrowed Car” coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

Symbol	Description
1	***Any Auto.***
2	***Owned Autos only.*** Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	***Owned private passenger autos only.*** Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	***Owned autos other than private passenger autos only.*** Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	***Owned autos subject to no-fault.*** Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	***Owned autos subject to a compulsory uninsured motorists law.*** Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	***Specifically Described Autos.*** Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	***Hired Autos Only.*** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	***Non-owned Autos Only.*** Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

WORKERS' COMPENSATION DEFINITIONS

PART A:
Workers' Compensation pays for all medically necessary remedial treatment, care, and attendance by a health care provider for as long as necessary to enable the employer to fully recover. There are no deductibles and no limits on payments.

Compensation for Disability is designed to partially reimburse the injured employee for inability to perform normal work, following a compensable injury.

There are specific classifications of disabilities:

- Permanent Total
- Temporary Total
- Permanent Impairment
- Temporary Partial

Compensation for death is payable if resulting within one year from the accident causing injury, or if it follows continuous disability and results from the accident within five years, thereafter the total amount that may be paid out over time is $150,000.

PART B:
This coverage will pay for all sums which you are legally obligated to pay because of bodily injury by accident or disease sustained by any employee arising out of their employment. This coverage is distinct from any Workers' Compensation claim. Recent suits have been successfully based on a variety of grounds from a number of different parties including spouses and children.

"MONOPOLISTIC STATES INCLUDING A COMMONWEALTH IN ASSOCIATION WITH THE UNITED STATES STOP LOSS COVERAGE"

This endorsement is used to provide Part B - Employers Liability coverage for operations that are conducted in a monopolistic fund state. It is needed because Workers' Compensation policies written by these state fund do not provide this coverage.

Monopolistic States: North Dakota, Ohio, Washington, Wyoming, and Puerto Rico

The client must contact the above states directly to obtain Workers' Compensation coverage.

EXPERIENCE MODIFICATION FACTOR

For eligible risks, the National Council on Compensation insurance (NCCI) computes an experience modification which is a multiplier that must be applied to the manual premium for any eligible risk by any company insuring the risk.

Rating is based on the experience period which is the past three years, excluding the immediate preceding year. The experience period includes only completed policy periods within the three years.

Your experience modification applies for a period of one year from the effective date of it’s promulgation.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager,
Tyler DeBord at 386-239-5703 or email at Tyler.DeBord@bbrown.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at Dustin.Smurdon@bbrown.com

CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 10, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Cigna Health Insurance Proposal FY 2023-2024

SYNOPSIS:

The City has maintained a self-insured health plan through Cigna for the past 10 years. This plan includes a single or family city-contributed health reimbursement account (HRA). This has created savings to the city versus a fully funded plan. Management continues to access options each year that benefit the city and it's employees.

FISCAL IMPACT STATEMENT:

This contract was budgeted for in the FY 2023-2024 budget.

BACKGROUND:

The City has maintained a self-insured health plan through Cigna for the past 10 years. This plan includes a single or family city-contributed health reimbursement account (HRA). This has created savings to the city versus a fully funded plan. Management continues to access options each year that benefit the city and it's employees.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

ATTACHMENT: 1. City of Daytona Beach Shores Renewal Revised Updated Eligible

Cigna.

Cigna HealthCare

Financial Proposal

for

City of Daytona Beach Shores

2990 S Atlantic Ave
Daytona Beach Shores, FL 32118
SIC Code: 9111
Account Number: 0608059

Total Eligible Employees:	78	**Participating Subscribers:**	73
Employer Contributions - Employee:	96%	**Employer Contributions - Dependent:**	75%
Waiting Period:	30 days		
Eligibility Definition:	Active Employees working 30 hrs		

Effective Date: October 01, 2023

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case Cigna HealthCare may change the Quoted Rate.

Cigna Healthcare Financial Exhibit for:

City of Daytona Beach Shores

Effective Date: October 01, 2023

Cigna

Q1P2 Negotiated Renewal

Cigna PLAN OFFERED	
	HRA Open Access Plus OAP HRA
Plan Offering	Single Option
Plan Name	Copy of SOLD HRA OAP (16983691)
Medical Management Model	Included
Health Advocacy	Excluded
Funding	Graded Funding
Cigna MEDICAL BENEFITS*	
Collective Deductible	YES
Collective OOP	YES
Deductible/OOP Max Accumulator	Cross Accumulation All Tiers
Variable Coinsurance Applies	YES
Plan Deductible Order of Applicability	Benefit Copay, Plan Deductible, Coinsurance
In-Network:	
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$2,700
Deductible - Family	$4,000
Individual - In a Family Amount Deductible	$4,000
Out-of-Pocket - Individual	$6,350
Out-of-Pocket - Family	$6,350
Out-of-Pocket - Family - Individual Amount	$6,350
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	Variable
PCP Office Visits	80%
Specialist Office Visits	80%
Inpatient Hospital Facility	80%
Outpatient Hospital Facility	80%
Inpatient Professional Services	80%
Outpatient Professional Services	80%
Emergency Room	80%
Urgent Care	80%
Laboratory Services at an Outpatient Facility	80%
Laboratory Services at an Independent Lab Facility	80%
Radiology Services at an Outpatient Facility	80%
Medical Specialty Drugs at an Outpatient Facility	80%
Medical Specialty Drugs at a Physician's Office	80%
Medical Specialty Drugs at Home Setting	80%
Adult Preventive Care Office Visit	100%, No Ded
Out of Network:	
Deductible - Individual	$2,700
Deductible - Family	$4,000
Individual - In a Family Amount Deductible	$4,000
Out-of-Pocket - Individual	$6,350
Out-of-Pocket - Family	$6,350
Out-of-Pocket - Family - Individual Amount	$6,350
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	Variable
PCP Office Visits	60%
Specialist Office Visits	60%
Inpatient Hospital Facility	60%
Outpatient Hospital Facility	60%
Inpatient Professional Services	60%
Outpatient Professional Services	60%
Emergency Room	80%
Urgent Care	60%
Laboratory Services at an Outpatient Facility	60%
Laboratory Services at an Independent Lab Facility	60%
Radiology Services at an Outpatient Facility	60%
Medical Specialty Drugs at an Outpatient Facility	60%
Medical Specialty Drugs at a Physician's Office	60%
Medical Specialty Drugs at Home Setting	60%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Mental Health/Substance Use Disorder (Yes/No)	Yes
Vision Rider (Yes/No)	No
Employer Fund Contribution	
Fund Amount - Individual	$2,700
Fund Amount - Family	Two Tier
Eligible Expense	Standard

**High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above.*

Cigna Healthcare Financial Exhibit for:

City of Daytona Beach Shores

Effective Date: October 01, 2023

Q1P2 Negotiated Renewal

Cigna PLAN OFFERED	
	HRA Open Access Plus
	OAP HRA
Plan Offering	Single Option
Plan Name	Copy of SOLD HRA OAP (16983691)
Medical Management Model	Included
Health Advocacy	Excluded
Funding	Graded Funding
Pharmacy Benefits	
Pharmacy Network	Focused 90 - CVS
Formulary/Prescription Drug List	Advantage
Retail Generic Copay	$20
Retail Pref Brand Copay	$45
Retail Non Pref Brand Copay	$75
Retail Specialty Customer Coinsurance	20%
Retail Generic Copay (90 Days)	$50
Retail Pref Brand Copay (90 Days)	$125
Retail Non Pref Brand Copay (90 Days)	$215
Home Delivery Generic Copay	$50
Home Delivery Pref Brand Copay	$125
Home Delivery Non Pref Brand Copay	$215
Home Delivery Specialty Customer Coinsurance	20%
Pharmacy Deductible - Individual	None ($0)
Pharmacy OOP Maximum - Individual	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded

**High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above.*

Q1P2 Negotiated Renewal

Schedule of Monthly Rates and Factors

	HRA Open Access Plus	**Rates Based Upon**	Eligible	Actual
Medical Choice:	OAP HRA	Employee	33	33
Plan Name:	Copy of SOLD HRA OAP	Emp + Family	40	40
		Total	73	73

	Admin. Fee	Pharmacy Rebate Credit	Individual Stop Loss	Aggregate Stop Loss	Insurance & Admin. Costs	Attachment Factor	Maximum Liability
Employee	$104.70	($62.33)	$197.64	$20.03	$260.04	$636.50	$896.54
Emp + Family	$256.52	($152.71)	$484.24	$49.09	$637.14	$1,559.47	$2,196.61
Terminals					**Fee**	**Attachment Factor**	
Employee					$325.03	$795.62	
Emp + Family					$796.38	$1,949.34	

Stop Loss Details	
Individual Stop Loss Limit (Medical & Rx):	$60,000
Runout Number of Months:	12
Recoverable Deficit:	10.0%
Corridor Factor (Total):	125%
Minimum Attachment Feature:	100%

Rates are subject to final underwriting and terms and conditions.

Cigna Healthcare Financial Exhibit for:

City of Daytona Beach Shores

Effective Date: October 01, 2023

Plan Cost Summary - Rates

Factors		Total Enrollment	Current	Q1P2 Negotiated Renewal
Administration Fees (Includes Commissions)				
HRA Open Access Plus	Employee	33	$41.53	$42.37
OAP HRA	Emp + Family	40	$101.77	$103.81
Monthly Subtotal			$5,441.29	$5,550.61
Individual Stop Loss Rate				
HRA Open Access Plus	Employee	33	$169.42	$197.64
OAP HRA	Emp + Family	40	$415.10	$484.24
Monthly Subtotal			$22,194.86	$25,891.72
Aggregate Stop Loss Rate				
HRA Open Access Plus	Employee	33	$19.08	$20.03
OAP HRA	Emp + Family	40	$46.74	$49.09
Monthly Subtotal			$2,499.24	$2,624.59
Total Monthly Insurance and Admin. Costs			$30,135.39	$34,066.92
Monthly Attachment Factor				
HRA Open Access Plus	Employee	33	$600.47	$636.50
OAP HRA	Emp + Family	40	$1,471.18	$1,559.47
Monthly Subtotal			$78,662.71	$83,383.32
Maximum Liability				
HRA Open Access Plus	Employee	33	$830.50	$896.54
OAP HRA	Emp + Family	40	$2,034.79	$2,196.61
Monthly Subtotal			$108,798.10	$117,450.22
Stop Loss Features				
Individual Stop Loss Level			**$60,000**	**$60,000**
Recoverable Deficit Percentage (RDP)			**10.0%**	**10.0%**
Corridor Factor			**125%**	**125%**
Minimum Attachment			**100%**	**100%**

Plan Cost Summary - Terminals

Terminal Factors			Current	Renewal	Q1P2 Negotiated Renewal
Terminal Attachment Factor					
HRA Open Access Plus	Employee	33	$750.59	$870.64	$795.62
OAP HRA	Emp + Family	40	$1,838.98	$2,133.12	$1,949.34
Monthly Subtotal			$98,328.67	$114,055.96	$104,229.15
Terminal Fee					
HRA Open Access Plus	Employee	33	$287.53	$357.39	$325.03
OAP HRA	Emp + Family	40	$704.52	$875.65	$796.38
Monthly Subtotal			$37,669.29	$46,819.91	$42,581.28

Terminal Stop Loss

- Terminal Attachment Factors are applied for one month after termination.
- Terminal Administration Fees are applied for one month after termination.
- Individual Stop Loss will reset and continue after termination.

Q1P2 Negotiated Renewal

Expense Summary

Monthly Rates		Enrollment	Minimum	Maximum	Expected
HRA Open Access Plus	Employee	33	$260.04	$896.54	$769.24
OAP HRA	Emp + Family	40	$637.14	$2,196.61	$1,884.72
Monthly Cost Total Medical			$34,066.92	$117,450.24	$100,773.57

Cost Summary Medical			
Total Costs	$408,803.04	$1,409,402.88	$1,209,282.90

PROPOSAL TERMS AND CONDITIONS for Proposal: Q1P2 Negotiated Renewal

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for an Administrative Services Only group medical, pharmacy and behavioral health benefit plan (the "Plan") sponsored by City of Daytona Beach Shores. This proposal is valid for 60 days from its original date of release, 07/13/2023. Any revisions or updates to this proposal will not renew this valid timeframe

Proposal Caveats
Cigna HealthCare may revise or withdraw this Proposal if:
1 there is a change to the effective date and/or duration of the period covered by the quote.
2 the policy will not be sitused in FL.
3 the Plan benefits are different than shown or benefit modifications are requested.
4 the group size differs from what was assumed at the time of quote based upon confirmation of employer group status on a State definition of small or large employer group, as applicable.
5 enrollment in the Cigna HealthCare administered plan is less than 50% of the total eligible population identified as 777.
6 the final enrollment deviates from the quoted enrollment such that it results in a needed change in rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution
7 requires you to notify us within 30 days if any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
8 it is not the exclusive provider of Medical / Pharmacy or like products for all of City of Daytona Beach Shores's
9 benefit advisor fees/commissions are requested to be different than $23.45 PEPM.
10 By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, Cigna HealthCare will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by
11 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

B. Scope and Application of this Proposal

Unless otherwise indicated, the coverage reflected in this Proposal:
1 assumes that any insurance policy, certificate/booklet, or summary plan description material will be made available to the policyholder electronically.
2 supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan.
3 reflects the claims and administrative savings realized by packaging the following specialty coverage with medical:
4 includes Cigna’s One Guide digital and customer guidance solution.
5 does not apply to part-time or seasonal employees for any plan.
6 does not apply to Medicare eligible retirees for any plan.
7 includes Cigna's Network Savings Program (NSP) and other Cost Containment programs designed to contain costs with respect to charges for out-of-network health care services/supplies that are covered by the Plan and reduce the member’s balance billing exposure. For administering these programs, Cigna retains a portion of the savings or
8 limits the allowable amount used in calculating benefits for out-of-network health care services/supplies to a Maximum Reimbursable Charge equal to 110% of a fee schedule developed by Cigna based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market, OR, where that fee schedule does not provide a value, the 80th percentile of the usual and customary charges made by providers of such service/supply or supply in the geographic area where the service/supply is received determined by reference to a third-
9 Notwithstanding the foregoing guarantee, Cigna may revise any charges at any time if Cigna is (i) required to pay any tax or assessment, or (ii) incur additional costs in administering the contract as a result of any state or federal law.
10 assumes that Cigna is selected as the carrier for both Aggregate and Individual Stop Loss for a 12 month policy period.
11 includes an off anniversary termination penalty

12 assumes that the Minimum Attachment Point is 100% of enrollment 3 months prior to the effective date times the Monthly Attachment Factor times the number of months in the policy period (reflecting an Aggregate corridor of 125%) times the
13 Includes Rx claims for the Aggregate Stop Loss coverage and includes RX claims for the Individual Stop Loss coverage.
14 reflects that the ISL Maximum mirrors the underlying medical plan maximum.
15 assumes 73 covered employees on the Stop Loss quote.
16 assumes that the Stop Loss contract covers claims incurred since policy inception and are paid during the current policy year. The paid period will be extended in the year of termination to include the 12 months immediately following.
17 assumes that in the year of termination an additional month of terminal factors will be applied to the greater of the minimum cumulative attachment point or the actual cumulative attachment point for Aggregate Stop Loss.
18 assumes in the year of termination an additional month of Terminal Admin Fee & Stop Loss Rates will be billed.
19 assumes that administrative fee (excluding Incentive Programs) will be paid from the Plan Bank Account.
20 assumes that Incentive Program debit/gift card rewards will be funded by the client and will be direct billed or withdrawn from the bank account (as applicable).
21 includes charges made by either a specialty vendor or an affiliate, such as eviCore for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (i.e., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures, medical oncology, gastroenterology, sleep management and home health/DME/HIT and
22 includes fixed charges for Embarc Benefit Protection℠, a network solution for certain high-cost gene therapy drugs
23 Cigna HealthCare assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise
24 does not include paying on behalf of the Plan the Comparative Effectiveness Research Fee required under section 4376 of the Internal Revenue Code as added by the Patient Protection and Affordable Care Act. Cigna HealthCare is prohibited from calculating, collecting and paying the fee on behalf of the Plan.
25 For covered mental health and substance abuse services from participating providers, Cigna HealthCare shall apply discounts available under an agreement with its affiliate, Evernorth Behavioral Health, Inc. or Evernorth Care Solutions, Inc. City of Daytona Beach Shores shall pay Cigna HealthCare 33% of the savings (billed charges less negotiated rate x .33) which shall be taken from City of Daytona Beach Shores's bank account when the claim for covered services is paid.
26 assumes that dental/vision benefits are excepted and not subject to HIPAA and ACA requirements.
27 Assumes that drugs covered under the plan's pharmacy benefit shall be administered in accordance with the following estimated pricing terms for the product HRA Open Access Plus - OAP HRA:
- o Average Brand Discount: Average Wholesale Price - 21.77%
- o Average Generic Discount: Average Wholesale Price - 79.27%
- o Average Specialty Discount: Average Wholesale Price - 17.09%
- o Average Dispensing Fee: $1.22

28 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust
o ADDITIONAL GENERAL TERMS OF THIS PROPOSAL:
29 The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who

C. Additional Representations & Disclosures

1 Each plan presented in this proposal has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare
2 Cigna HealthCare may pay on your behalf any applicable state tax or assessment imposed upon your plan by drawing
3 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.

4 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through

5 The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.

6 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? ☐ YES ☐ NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses

If YES, please confirm the following:

- How much is the employer funding amount? ________________________________
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? ________________________________
- Is there an annual rollover provision for the fund? ☐ YES ☐ NO
- Any changes in employer funding in the past year or future year? ☐ YES ☐ NO
    - If YES, please provide details: ________________________________

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

City of Daytona Beach Shores

Date: ____________________________

By: ______________________________

Title: _____________________________

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Contingencies
For
City of Daytona Beach Shores

Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer services if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or after Cigna begins providing service, you agree to notify us promptly of such change.

The "Contingencies" set forth above shall survive execution of any administrative services agreement entered into with Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such agreement.

"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

I UNDERSTAND AND AGREE ON BEHALF OF CONTRACTHOLDER THAT CIGNA HEALTHCARE MAY, NOTWITHSTANDING THE TERMS OF ANY APPLICABLE INSURANCE POLICY OR SERVICE AGREEMENT, REVISE ANY RATES OR FEES WITH RESPECT THERETO AT ANY TIME IF THE ENROLLMENT OR EMPLOYER CONTRIBUTION LEVEL IS DIFFERENT THAN ASSUMED BY CIGNA HEALTHCARE IN DELVEOPING THIS PROPOSAL OR IF CIGNA HEALTHCARE IS (i) REQUIRED TO PAY ANY ASSESSMENT, OR (ii) INCUR ADDITIONAL COSTS IN ADMINISTERING THE CONTRACT AS A RESULT OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT AND THE REGULATIONS PROMULGATED THEREUNDER.

Client Signature	Date
Client Name	Title

CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 10, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Agreement to Piggyback Services Contracted By The City Of Tallahassee For Vehicle Purchase

SYNOPSIS:

City staff is requesting approval of the attached agreement to piggyback services and vehicles contracted by the City of Tallahasee with Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales for the purchase of a budgeted vehicle in the Public Works Division. Both parties have agreed to having the City piggyback off the contract (attached). Per the contract, the City of Tallahassee solicitation was via RFP No. 096-21-KM.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

I move to authorize the Mayor to execute the City Attorney's approved contract.

ATTACHMENT:
1. City Of Tallahassee-Alan Jay Contract-AgmtNo5179 tallahassee
2. Quote

AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS, VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. *"Purchase Order"* means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of $100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should ***reference*** **Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** ***referenced*** on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to: invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall
300 S. Adams Street, Box A-28
Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a "copy" submitted to:

City of Tallahassee - Fleet Management Administration
400 Dupree Street
Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

a. The invoice must be in compliance with the terms of this Agreement;
b. The invoice must be an original invoice;
c. The invoice must not be under dispute;
d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
e. The invoice must be dated;
f. The invoice must include the number of the invoice to facilitate identification;
g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, until price, and extended price of the item;
i. The invoice must include the terms of any prompt payment discount offered; and
j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
b. Temporary registration and tag (when applicable);
c. All manuals (electronic & paper Copy);
d. All warranty certifications;
e. Original Invoice;
f. A copy of pre-delivery service report;

g. A copy of applicable equipment specifications; and
h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the “Initial Term”).

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City’s discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or $1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without vault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of $100.00 for each calendar day of delay, not to exceed $1,500.00 per month, to the City as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATON. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them of anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILTY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at**:

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. $1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

* Premise/Operations;
* Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
* Products/Completed Operations;
* Contractual;
* Independent Contractors;
* Broad Form Property Damage; and
* Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. $1,000,000 limit per accident for property damage and personal injury, including coverage for:

* Owned/Leased Autos;
* Non-owned Autos; and
* Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for $1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

* The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
* The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
* Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of $1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of $500,000 per accident.

H. All Coverage.

* Each insurance policy shall name the City as an additional insured.
* Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
* If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
* Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.

B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.

C. City Solicitation RFP No.069-21-KM, including all addenda.

D. Vendor’s Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By: Raoul Lavin (Jan 11, 2022 16:31 EST)
Reese Goad, City Manager

Approved by the Department

By: Jeffery Shepard
Jeff Shepard, Fleet Management Director

Attest:

By: James O. Cooke IV
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Cassandra K. Jackson
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: Chris Wilson (Jan 11, 2022 16:23 EST)
Print Name: Chris Wilson
Title: Fleet Sales Manager

SEAL OF THE CITY OF TALLAHASSEE INCORPORATED A.D. 1840

CITY OF
TALLAHASSEE

Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

☒CONTRACT NO. 5179
☐AMENDMENT NO.
☐MEMORANDUM OF UNDERSTANDING OR AGREEMENT
☐OTHER

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Antwan Pennywell

Department Signature: Kathy Crum, Contract Manager – Fleet Management

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒yes ☐no

ALAN JAY FLEET SALES — City of Tallahassee

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 48707-1
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE 9/27/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/27/2023

REQUESTING AGENCY: DAYTONA BEACH SHORES, CITY OF
CONTACT PERSON: TOM BROWN — EMAIL: TBROWN@CITYOFDBS.ORG
PHONE: 386-527-2704 — MOBILE — FAX

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL: CK31003 1WT — MSRP: $46,500.00

2024 CHEVY SILVERADO 3500HD REG CAB CHASSIS 4WD DRW 60"CA WORK TRUCK

CUSTOMER ID — GOVERNMENT PRICE: $45,120.00

BED LENGTH: 60" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
MKM	Transmission, Allison 10-Speed automatic	$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	$0.00
9L3	Spare tire delete	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
FE9	Emissions, Federal requirements	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
VK3	License plate kit, front	$0.00
VQO	LPO, Black work step	$495.00
JL1	Trailer brake controller, integrated (STD)	$0.00
D ZLQ	CUSTOM EQUIPMENT REG CAB WT Fleet Convenience Package includes (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding(Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)	$1,200.00
5N5	Rear Camera Kit.	$73.00
	FACTORY OPTIONS	**$1,768.00**

AFTERMARKET OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
K KDBF912B	Knapheide 9' 2-3 YD 12" side dump with 6" cheater boards. Includes ground tarp control with spring loaded arm bars and ICC bumper. (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.) req's 60" CA	$17,275.00
K CLV-FB	Class V Hitch for Flat Bed	$875.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$210.00
CAMERA-GM	Dealer installed factory ordered camera (REQUIRES 5N5).	$0.00
WTF REG	Weather Tech floor liner system for regular cab pick-up trucks.	$185.00
3K SMART	3rd key and remote for vehicles with proximity access.	$330.00
UBC	TiteSeal AutoBody Rubberized protective under body coating (rust inhibitor).	$690.00
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.	$795.00
	AFTERMARKET OPTIONS	**$20,360.00**

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

TRADE IN	TOTAL COST	$67,248.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	$67,248.00

Estimated Annual payments for 60 months paid in advance: $15,060.79
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Image Not Available

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck — MSRP:$47,500.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK31003	[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck	$47,500.00
	OPTIONS	
1WT	Work Truck Preferred Equipment Group	$0.00
5N5	Rear Camera Kit.	$73.00
9L3	Spare tire delete	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
FE9	Emissions, Federal requirements	$0.00
GAZ	Summit White	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
MKM	Transmission, Allison 10-Speed automatic	$0.00

Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
VK3	License plate kit, front	$0.00
VQO	LPO, Black work step	$495.00
	CUSTOM EQUIPMENT	
D ZLQ	REG CAB WT Fleet Convenience Package includes (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding(Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)	$1,200.00
	SUBTOTAL	**$49,268.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$51,263.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Standard Equipment

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Auto-locking rear differential

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

Exterior

Wheels, 17" (43.2 cm) painted steel

Tires, LT235/80R17E all-terrain, blackwall

Dual Rear Wheels

Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Exterior

Wheel trim, painted center caps

Bumpers, front, Black

Bumper, rear, delete

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Floor covering, rubberized-vinyl

Steering wheel, urethane

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Interior

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Compass, located in instrument cluster

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Brake lining wear indicator

Window, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Automatic Emergency Braking

Front Pedestrian Braking

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Following Distance Indicator

Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Safety-Interior

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	4.54
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP1625/6
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.72
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	4800 lbs
Gross Axle Wt Rating - Rear	10400 lbs	Curb Weight - Front	3853 lbs
Curb Weight - Rear	2557 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	947.00 lbs
Reserve Axle Capacity - Rear	7843.00 lbs	As Spec'd Curb Weight	6410.00 lbs
As Spec'd Payload	7590.00 lbs	Maximum Payload Capacity	7590.00 lbs
Gross Combined Wt Rating	26000 lbs	Gross Axle Weight Rating	15200.00 lbs
Curb Weight	6410.00 lbs	Reserve Axle Capacity	8790.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	Hydroformed Fully -Boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Chassis

Frame

Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short Long Arm Independent	Suspension Type - Rear	Semi-Elliptic Three-Stage Multi-Leaf Spring
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QZT	Rear Tire Order Code	QZT
Spare Tire Order Code	N/A	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	N/A
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.0 ft	Turning Diameter - Wall to Wall	N/A

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in
Rear Brake Rotor Diam x Thickness	14 x 1.6 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Front & Rear	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.06 in
Front Hip Room	60.09 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	146 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	239.84 in
Width, Max w/o mirrors	80.84 in	Height, Overall	80.1 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	126.55 in	Cab to Axle	60 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	89.15 in
Ground Clearance, Front	8.15 in	Ground Clearance, Rear	8.15 in
Body Length	0.00 ft	Cab to Body	N/A

Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 10, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Kurt Swartzlander, City Manager
SUBJECT: Res 2023-16 Elected Officials Education Training Policy

SYNOPSIS:

At the last City Commission meeting the commission directed the staff to return with a policy covering Educational/Training opportunities for City Commission Members. The attached resolution is proposed to address the City Commissions direction.

FISCAL IMPACT STATEMENT:

Funds used for this resolution are budgeted in the current budget year and shall be expensed accordingly.

BACKGROUND:

At the last City Commission meeting the commission directed the staff to return with a policy covering Educational/Training opportunities for City Commission Members. The attached resolution is proposed to address the City Commissions direction.

LEGAL REVIEW:

RECOMMENDATION:

Accept as proposed or modified at the discretion of the City Commission.

SUGGESTED MOTION:

Motion to approve Resolution 2023-16 as written or modified

ATTACHMENT: 1. Res 2023-16 Elected Officials Education Training Policy

RESOLUTION NO. 2023-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES ADOPTING AN EDUCATIONAL/TRAINING EXPENSE POLICY FOR ELECTED OFFICIALS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it is important for the elected officials of the City to participate in Educational/Training Activities ("Educational/Training Activities") that better prepare them to fulfill their elected duties as public officials of the City; and

WHEREAS, there are certain expenses sometimes involved in Educational/Training Activities including, but not limited to, tuition and materials expenses, that should be paid for by the City due to the benefits resulting to the City from such activities; and

WHEREAS, the City of Daytona Beach Shores and its citizens benefit by having a fiscally responsible and ethical Educational/Training Activities policy for elected officials; and

WHEREAS, this Resolution establishes an Educational/Training Activities policy ("Policy") for elected officials that provides for the expenses of such activities; and

WHEREAS, it is the intent of this Policy that expenses under this Policy are in addition to expenses paid under the City's travel policy and are in addition to expenses otherwise provided for attendance at events that include educational elements, such as, but not limited to, League of Cities events; and

WHEREAS, the City's Educational/Training Activities Policy for elected officials is now presented to the City Commission for formal adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, AS FOLLOWS:

SECTION 1. Findings. The above WHEREAS clauses are true and correct and incorporated herein by this reference.

SECTION 2. Adoption The City Commission hereby adopts the following Educational/Training Activities policy for elected officials:

1. Each City Commissioner has an allowance of $250 per fiscal year which is set aside to pay expenses related to Educational/Training Activities, and the Mayor has $450 per fiscal year which is set aside to pay expenses related to Educational/Training Activities.

2. The allowance can be used for educational expenses, at the reasonable

discretion of the elected official using such allowance.

3. If educational expenses exceed the stated allowances, an elected official may request additional funds for such expenses from the city commission for good cause shown.

4. The City's Purchase Card may be used to pay for Educational/Training Activities, or alternatively, an elected official may pay for such activities using personal funds and request reimbursement through the City Manager.

SECTION 3. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Resolution.

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: ___________________________
Nancy Miller, Mayor

By: ______________________________
Kurt Swartzlander, City Manager

ATTEST:

By: ______________________________
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: ____
Vose Law Firm, City Attorney

Passed and adopted on this _________ day of ___________________, 2023.

CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 10, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Social Media Policy

SYNOPSIS:

During the City Attorney's comments at a past City Commission meeting, the City Attorney requested consensus to update the city's social media policy. That updated policy is being brought forth tonight for consideration by the City Commission.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Adopt the Social Media Policy as presented

SUGGESTED MOTION:

Motion to adopt the Social Media Policy as presented

ATTACHMENT: 1. Social Media Policy - Daytona Beach Shores 10-4-23

SOCIAL MEDIA POLICY
CITY OF DAYTONA BEACH SHORES, FLORIDA

1. Purpose.

Through this policy, the City of Daytona Beach Shores shall establish basic guidelines for use of its current and any new social media outlets. To address the fast-changing landscape of the Internet and the manner in which residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience. Social media may be especially effective in communicating information related to crisis situations and when disseminating information in a timely manner is critical.

This policy applies to and serves as a guide to all City employees, departments and contracted entities engaging in any social media activities while sharing information on behalf of the City.

2. Definitions.

An **Authorized User** is an employee, who has been authorized by their Department Director and approved by the City Manager to access and post updates to the City's social media accounts.

Comments are short notes about a post.

Hashtags (#) are words or phrases used within a message to identify a keyword or topic of interest and facilitate a search for it. Hashtags are preceded by the pound sign (#) and can be a word or a short phrase (i.e.#DBS).

A **Post** is a message the organization wants to share with those who "like" the organization's Facebook page or who "follow" the organization on Twitter. On Facebook, a post is commonly referred to as a Status Update. On Twitter, a post is called a Tweet. Posts will appear on the organization's activity feed and can include pictures, links, videos, or any related media.

Social Media are websites and applications that enable users to create and share content or to participate in social networking.

A **Social Media Account** is any registration, login credential, or network that is created or maintained for the purpose of establishing or perpetuating a social media presence.

Social Networking is the use of dedicated websites and applications to interact with other users, or to find people with similar interests to oneself or interest in one's organization. Facebook and Twitter are social networking sites.

Tag or **tagging** someone or an organization means a link is created to that person's or organization's profile. The person/organization that is tagged in a post will be notified and the post may be added to the person's/organization's timeline or newsfeed.

3. Acceptable Use.

Personal Use

City employees may have personal social networking and social media accounts. These accounts should remain personal in nature and should be used to share personal opinions or nonwork-related information. This practice helps ensure a distinction between the dissemination of personal views and City views.

City employees must never use their City e-mail account or password in conjunction with a personal social networking or social media account.

It is generally not advisable for City employees, departments, or contractors to comment or post about official City business using a personal social networking or social media account. The following guidance is for City employees who have a personal social media or social networking account and decide to comment or post about official City business:

- State your name and, if relevant, role, when discussing City business;
- Use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the City for which I work."

Professional Use

All official City-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with the City's communications practices and expectations. Authorized users shall comply with the following guidelines while using social media or social networking sites in their professional capacity:

- Social media posts made by the City must pertain to City news or events only. The City's authorized users shall approach the use of social media tools as consistently as possible.
- The City Manager or designee may follow, like, share and retweet posts that contain content relevant to the City's mission.
- In general, individual complaints, concerns, or service requests will not be addressed via social media.
- At all times, authorized users shall use good judgment when posting. Employees must refrain from making posts that may be interpreted as offensive, obscene, demeaning, or inflammatory. At times, authorized users may determine that other means/tools are more appropriate ways to disseminate information related to a particular issue.
- Authorized users shall present information by using professional standards for good grammar, spelling, brevity, clarity and accuracy, and by avoiding jargon, obscure terminology, or acronyms.
- Confidential information shall not be posted.

City employees shall recognize that the content and messages they post on social media websites are public and may be cited as official City statements. Social media should not be used to circumvent other City communication policies, including news media policy requirements. City employees may not publish information on City social media sites that includes:

- Confidential information
- Copyright violations

- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Comments demonstrating support of or opposition to a candidate for political office
- Commercial endorsements or SPAM
- Private information regarding City employees, public officials, and contractors

Employees must not use official City social media or social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.

Only individuals authorized by the City may publish content to a City website, social media page, or social networking site.

4. Approval and Registration.

All City social media sites and accounts shall be (1) approved by the City Manager; (2) published using social networking platforms and tools approved by the City Manager; and (3) administered by the person who obtained approval for such site or by their designee.

5. Oversight and Enforcement.

City employees should be mindful that inappropriate usage of official City social media, and social networking sites can be grounds for disciplinary action. If social media and social networking sites are used for official City business, then the entire City site, page, or account is subject to the City's standards for professional use.

Employees representing the City through social media outlets or participating in social media features on City websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for disciplinary action, including revoking the privilege to participate in City social media sites, blogs, or other social media features.

6. Public Records Retention and Requests.

Public Records Retention

The Social media sites contain communications from or received by the City, and such communications are therefore public records subject to the requirements of Chapter 119, Florida Statutes. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The department or employee maintaining a City social media site or account shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- Social media records shall be captured in a continuous fashion to minimize a potential loss of data due to deletion and/or changes on the social networking site.

- Social media records shall be maintained in an authentic format (i.e., ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- Social media records shall be archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- Social media records shall be indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g., PDF).
- Each employee who administers one or more social networking sites on behalf of the City shall have self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

Public Records Requests

The City's social media sites are subject to public records laws under Chapter 119, Florida Statutes. Any content maintained in a social media format related to City business, including communication posted by the City and communication received from citizens, is a public record. The department or employee maintaining the site or account is responsible for responding completely and accurately to any public records request for social media content.

7. Comments or Posts by Third Parties

The City's social media sites are primarily tools to share information with citizens. It is not the City's intent for posts to be public forums, and the City does not view these sites as a way to communicate directly with elected officials or City staff. Any threatening comments shall be hidden.

CITY COMMISSION AGENDA MEMORANDUM
OCTOBER 10, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Consideration to start the October 24, 2023 City Commission meeting at 7:00 pm

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: None