

**AGREEMENT**

**Between**

**CITY OF HALLANDALE BEACH, FLORIDA**

**and**

**AETNA HEALTH AND LIFE INSURANCE COMPANY**

**for**

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**RFP # FY 2023-2024-04**

**CITY OF HALLANDALE BEACH (COHB) GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D), SUPPLEMENTAL LIFE INSURANCE, LONG-TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

**AND**

AETNA HEALTH AND LIFE INSURANCE COMPANY, a Florida corporation, hereinafter referred to as "CONTRACTOR." (TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**

**TERM**

1. The term of this Agreement shall begin October 1, 2024, on a year-to-year basis and shall end on September 30, 2029, subject to annual price negotiation between the parties and approval of the City Commission; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

2. The City Commission adopted Resolution # 2024-059 approving this agreement awarded through RFP # FY 2023-2024-004 - CITY OF HALLANDALE BEACH (COHB) GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D), SUPPLEMENTAL LIFE INSURANCE, LONG-TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION.

## **ARTICLE 2**

### **SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has engaged the CONTRACTOR to provide the services included in the scope of work in 2023-2024-004 - CITY OF HALLANDALE BEACH (COHB) GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D), SUPPLEMENTAL LIFE INSURANCE, LONG-TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION, which is hereby incorporated and made part of this agreement by reference and the Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference as Exhibit A.

## **ARTICLE 3**

### **INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONTRACTOR acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### **ARTICLE 4**

#### **PERSONNEL**

**4.1 Competence of Staff.** The CONTRACTOR agrees to provide and assign employee(s) to provide services to CITY under this Agreement which will constitute the Account Management Team. In the event that any of CONTRACTOR's Account Management Team is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said Account Management Team member unless otherwise agreed.

#### **ARTICLE 5**

#### **INSURANCE REQUIREMENTS**

CONTRACTOR agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under any resulting contract.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Professional Errors & Omissions Liability:** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Professional Errors & Omissions Liability at a limit of not less than **\$1,000,000** for Each Occurrence, **\$2,000,000** Annual Aggregate. The Contractor agrees that the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder. This coverage may be provided on a Per-Project Basis.

**Additional Insured:** Contractor agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include City as an **"Additional Insured"** on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

## **ARTICLE 6**

### **COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, for work actually performed and completed pursuant to this Agreement, in accordance with the rates attached hereto as Exhibit A. The rates shall be negotiated annually prior to September 30<sup>th</sup> , subject to City Commission approval. It is acknowledged and agreed by CONTRACTOR that this amount shall be accepted by CONTRACTOR as full compensation for all such work, is the maximum payable, and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

#### **6.2 METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at address as indicated on invoice.

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## **ARTICLE 7**

### **TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damages or loss of profits.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### 8.1 **AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to review the books, records, and accounts of CONTRACTOR that are directly related to this Agreement to confirm compliance with the Agreement. This provision does not apply to individual medical claims of the individuals insured as part of the policies being purchased by the City herein or claims related to those services. Rather, this provision applies to those services provided to the City as an entity. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and review by CITY, all financial records, supporting documents, statistical records, and any other documents directly related to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT [CITYCLERKOFFICE@COHB.ORG](mailto:CITYCLERKOFFICE@COHB.ORG), OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009**

#### 8.2 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### **8.3 INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing the services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

#### **8.4 THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### **8.5 NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**  
City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**  
Radu Dodea  
Attn: Human Resources  
400 South Federal Highway  
Hallandale Beach, FL 33009

**And:**  
City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**CONTRACTOR:**  
Catherine Aguirre, Executive Director  
261 North University Drive  
Plantation, FL 33324

#### 8.6 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### 8.7 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR specifically hires a subcontractors to provide dedicated services solely for the City under this Agreement, CONTRACTOR agrees to require such subcontractors, to comply with the provisions of this section to the same extent as CONTRACTOR.

#### 8.8 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**8.9 COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**8.10 SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**8.11 JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.12 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

**8.13 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its

residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

**8.14 AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

**8.15 PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**8.16 PAYABLE INTEREST**

8.16.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.16.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.16.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

**8.17 INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits, including CONTRACTOR'S response to RFP # 2023-2024-004 - CITY OF HALLANDALE BEACH (COHB) GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D), SUPPLEMENTAL LIFE INSURANCE, LONG-TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION, are incorporated into and made a part of this Agreement.

**8.18 REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**8.19 MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 9**

**NONDISCRIMINATION, EQUAL OPPORTUNITY  
AND AMERICANS WITH DISABILITIES ACT**

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation

(Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be

deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.


CITY

ATTEST:

CITY OF HALLANDALE BEACH



CITY CLERK

  
By [Jeremy Earle \(Jan 9, 2025 18:04 EST\)](#)

CITY MANAGER

Date: 01/09/25

Approved as to legal sufficiency and form by



CITY ATTORNEY

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. **AETNA HEALTH AND LIFE INSURANCE COMPANY** ("CONTRACTOR") signing by and through its representative, duly authorized to execute same.

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
(Type Name and Title Signed Above)

By

Catherine R. Aguirre  
Catherine R. Aguirre  
PRINT NAME AND TITLE  
9 Day of Dec, 2024.

(Corporate Seal) OR (NOTARIZE BELOW)

OR

(ONLY If not incorporated sign below).

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME & SIGNED ABOVE)

**NOTARY SEAL**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_ OR Online Notarization \_\_\_\_\_

Type of Identification Produced:



Interoffice Communication

Stephen P. Fisher  
Assistant Vice President  
Law, Institutional Businesses  
860-273-0410

To Edward C. Lee, Assistant Corporate Secretary

Date May 1, 2018

Subject Delegation of Authority

Pursuant to the authority granted to me in the vote entitled "Company Name, Authority to Sign, Duplicate Corporate Seals", adopted by the Board of Directors of Aetna Life Insurance Company (the "Company") on November 20, 1987 and amended by said Board on March 29, 1991, I hereby delegate to Catherine Aguirre, Senior Director, Sales and Service, Public & Labor – Southeast, the authority to sign the following documents, including amendments, relating to the Company's Public and Labor business:

- confidentiality and non-disclosure agreements; and
- customer and vendor agreements.

This Delegation shall be effective immediately and shall remain in effect until revoked or superseded by a writing filed in the Office of the Corporate Secretary. Unless otherwise indicated in a subsequent Delegation of Authority, this Delegation does not authorize any person to further delegate the authority granted herein.

AETNA LIFE INSURANCE COMPANY

By:

  
Stephen P. Fisher

Assistant Vice President

Filed with the Office of the Corporate Secretary of the Company  
on May 2, 2018

  
Edward C. Lee, Assistant Corporate Secretary

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**RESOLUTION NO. 2024- 059**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING NEGOTIATED INSURANCE BENEFITS FOR FY-24-25 WITH AETNA AND MINNESOTA LIFE FOR GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D), SUPPLEMENTAL LIFE INSURANCE, LONG-TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE.**

17       **WHEREAS**, the City of Hallandale Beach ("City") currently provides Group Health, Group  
18 Dental, Group Vision, Group Flexible Spending Accounts, Group COBRA, and Group Employee  
19 Assistance Program (EAP) benefits to approximately 890 members, out of which 453 are eligible  
20 employees and elected officials, and the rest are retirees and additional eligible dependents; and

21       **WHEREAS**, the aforementioned contracts for group health insurance coverage are due  
22 to expire September 30, 2024; and

23  
24       **WHEREAS**, previously, City administration worked with the City's Insurance Consultant,  
25 Gallagher Benefit Services, Inc. ("Gallagher") to initiate a Request for Proposals (RFP) to obtain  
26 quotes from Group Health, Group Dental, Group Vision, Group Flexible Spending Accounts,  
27 COBRA Administration and Group Employee Assistance Program (EAP) carriers, which was  
28 ultimately awarded to AETNA; and

29  
30       **WHEREAS**, City Administration conducted a competitive solicitation for the desired  
31 insurance benefits by issuance of RFP #FY 2023-2024-04 ("RFP"); and

32  
33       **WHEREAS**, the City received responsive proposals from multiple vendors in response to  
34 the RFP, and the City Administration established an Evaluation Committee to review, evaluate  
35 and rank the proposals received; and

36  
37       **WHEREAS**, the Evaluation Committee held meetings on April 29, 2024, and May 2, 2024,  
38 to review the RFP submissions, and AETNA and Minnesota Life were ultimately selected as the  
39 highest ranked firms; and  
40

41       **WHEREAS**, in May 2024, the City Administration recommended that the Mayor and City  
42 Commission award RFP #FY 2023-2024-04, to the highest ranked firms AETNA and Minnesota  
43 Life for insurance coverage for FY 24-25; and  
44

45       **WHEREAS**, on May 15, 2024, the City Commission adopted Resolution 2024-033,  
46 thereby approving the award of RFP #FY 2023-2024-04, to the highest ranked firms AETNA and  
47 Minnesota Life, subject to the City Manager and City Attorney negotiating agreements with the  
48 selected vendors for subsequent approval by the City Commission; and  
49

50       **WHEREAS**, in accordance with Resolution 2024-033, City Administration has negotiated  
51 terms and costs with the selected vendors for insurance coverage for FY 24-25, as referenced in  
52 the cover memo attached hereto;  
53

54       **WHEREAS**, the Mayor and City Commission have determined that approval of the  
55 insurance plan coverage is in the best interest of the City and its residents.  
56

57       **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF**  
58 **THE CITY OF HALLANDALE BEACH, FLORIDA:**  
59

60       **SECTION 1. Recitals.** The foregoing "Whereas" clauses are adopted herein.

61       **SECTION 2. Approval of Insurance Coverage for FY 24-25.** The Mayor and City  
62 Commission hereby approves the negotiated FY 24-25 insurance coverage terms for City of  
63 Hallandale Beach (COHB) Group Medical With Pharmacy, Medical Gap Plan, Dental, Vision,  
64 Employee Assistance Program, Life Insurance And Accidental Death And Dismemberment  
65 (AD&D), Supplemental Life Insurance, Long-Term Disability Insurance, Flexible Spending  
66 Account And Cobra Administration, in accordance with Section 2 below.  
67

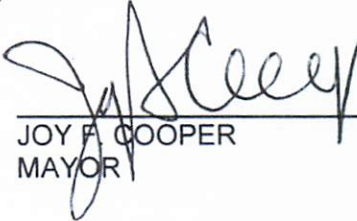
68       **SECTION 2. City Manager and City Attorney Authorization.** The Mayor and City  
69 Commission hereby authorize the City Manager and/or his designee and the City Attorney to  
70 develop the necessary agreements with the selected firms, AETNA, and Minnesota Life,  
71 incorporating the negotiated terms and costs for such insurance coverage for FY 24-25 as hereby  
72 approved by the City Commission. The City Manager and/or his designee are further authorized  
73 to take all necessary action to effectuate the intent of this Resolution.  
74

75       **SECTION 3. Effective Date.** This Resolution shall take effect immediately upon its

76 passage and adoption.

77  
78 APPROVED AND ADOPTED on 7<sup>th</sup> day of August, 2024.

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JOY F. COOPER  
MAYOR

SPONSORED BY: CITY ADMINISTRATION

ATTEST:

  
JENORGEN GUILLEN  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY  
FORM

  
JENNIFER MERINO  
CITY ATTORNEY

**FINAL VOTE ON ADOPTION**

Mayor Cooper	<u>Yes</u>
Vice Mayor Lima-Taub	<u>Yes</u>
Commissioner Adams	<u>Yes</u>
Commissioner Butler	<u>Yes</u>
Commissioner Lazarow	<u>Yes</u>









# Aetna Contract 2024-2029 (002). pdf

Final Audit Report

2025-01-09

Created:	2025-01-09
By:	Anastacia DeLeon (ADeLeon@cohb.org)
Status:	Signed
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