



JAKE WINDHAM  
MAYOR

KELLY SCOUTEN  
CITY CLERK

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ALDERMEN:  
JOHN McHENRY - At-Large  
DAVID LUCKETT - District 1  
MICHAEL SARTOR - District 2  
JOHNNY STEVERSON - District 3  
CASEY FOY - District 4  
JAMES THOMPSON - District 5  
GAVIN GILL - District 6

## **A G E N D A**

### **REGULAR MEETING OF MAYOR AND BOARD OF ALDERMEN**

#### **CITY OF PEARL, MISSISSIPPI**

**6:00 P.M.**

**APRIL 20, 2021**

#### **CALLED TO ORDER**

#### **I. ROLL CALL**

#### **II. PRAYER**

#### **III. PLEDGE**

#### **IV. ACKNOWLEDGEMENTS**

- **Recognize City Employee of the Month Taylor Hester**
- **Recognize Police Officer of the Month Brandon Jordan**

#### **APPROVAL OF CONSENT AGENDA ITEMS:**

All items under this heading will be considered to be approved with one motion and one vote. If further discussion is desired on any item, it will automatically be removed from the consent agenda and will be considered as a general business item.

#### **ITEMS FOR CONSENT AGENDA:**

1. Approval/corrections of minutes of the Regular Board Meeting, April 6, 2021.
2. Approval of the claims docket for April 6, 2021 to April 20, 2021.
3. Approval of garbage exemption applications and renewals.
4. Approval of application(s)
5. Approval of authorization to travel
6. Approval of merit increases

7. Order to approve and authorize the yearly maintenance to 2,000,000 GST Ball Park Tank (\$35,986.95), 500,000 elevated Wal-Mart tank (\$23,099.05) and 1,000,000 fluted column hydropillar Sweet Home Church Road (\$38,298.00) by Utility Service Co. in the total amount of \$97,384.00.
8. Order to approve and authorize payment to Lyle Machinery in the amount of \$8,830.50 for the rental of one (1) D6PXI-24 Crawler DO (computer controlled grade machine).
9. Order to approve and authorize the purchase of 100 5/8 M25 Badger Orion Meters from Central Pipe Supply in the amount of \$16,800.00. (sole source)
10. Order to approve the military leave of William Russell from October 1, 2020 to April 15, 2021.
11. Order to approve the Independent Contractor Professional Services Agreement by and between the City of Pearl and Hemphill Construction, Inc., for Hemphill Construction's Services to the City to provide water and sewer construction, repairs and maintenance throughout the City and to authorize Mayor Windham to sign all related documents.
12. Order to approve and authorize payment to Wierhouse Living, LLC, in the amount of \$6,890.00, for Parks and Recreation Baseball & Softball Fields.
13. Order to approve and authorize payment to Rankin County Board of Supervisors in the amount of \$6,250.00 for Election equipment rental and Election support.
14. Order to approve and authorize the purchase of fixed LPR systems from TCS Ware in the amount of \$330,000.00, to be placed in 10 locations throughout the City of Pearl, identified on the list provided. (sole source)
15. Order to approve and authorize the police officers identified on the proposed part-time work schedule for May 2021, which is attached hereto and made a part hereof, the use of the official Pearl Police Department uniform and official Pearl Police Department duty weapon and finding that the proposed employment is not likely to bring disrepute to the City of Pearl, or the Pearl Police Department, the officers at issue, or law enforcement generally, and that the use of the official uniform and weapon in the discharge of the officer's private security endeavor promotes the public interest of the City of Pearl.
16. Order to approve and authorize repairs to PD2, 2010 Dodge Charger by Mac Haik CDJR, in the amount of \$6,113.04. (quotes obtained)
17. Order to approve and authorize the striping on Napoleon Ave., Patterson Dr., Eastland Dr., Flynn Dr., Patrick Farms entrance and stop bars at Treasure Cove by Traffic Control Products, in the amount of \$26,370.00. (quotes obtained)
18. Order to approve and authorize payment to Lewis Electric in the amount of \$278,298.40, for US 80 Signal Upgrade at Crosspark and Belvedere
19. Order to approve the annual Maintenance Contract by and between, the City of Pearl and Taylor Power Systems for standby emergency power generators set at critical infrastructure facilities.
20. Order to approve and authorize the Request for Proposals for Police Body & In-Car Camera System with video storage solution and to direct the City Clerk to publish the same.
21. Order to set public hearing for May 18, 2021, at 6:00 p.m. to consider adopting amendments to the City of Pearl Code of Ordinances Section 409.02 Rental Housing Utilities and Section 707 Nonconforming Signs.
22. Consider adopting the City of Pearl Subdivision Development Ordinance.

23. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by R K Jenkins Sr. Est and located at 109 Kennon Place, Pearl, Rankin County, Mississippi 39208 (Parcel No. F07M000002 00002; PPIN No. 013982) is in such a condition or state as to be unsightly and unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
24. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by Jerry Harper, Marcus Adams, and Timothy Harper and located on Boston Rd., Pearl, Rankin County, Mississippi 39208 (Parcel No. F07M000025 00000; PPIN No. 014015) is in such a condition or state as to be unsightly and unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
25. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by Naomi Beverly and located on George Kersh Rd., Pearl, Rankin County, Mississippi 39208 (Parcel No. F08A00012 00050; PPIN No. 014229) is in such a condition or state as to be unsightly and unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
26. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by Clinton and Cathlene Thames and located at 5235 Highway 80 E., Pearl, Rankin County, Mississippi 39208 (Parcel No. G08P000019 00000; PPIN No. 019181) is in such a condition or state as to be unsightly and unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
27. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by Annie J. Myers and located at 513 Old Whitfield Rd. Pearl, Rankin County, Mississippi 39208 (Parcel No. E08D000015 00020; PPIN No. 058373) is in such a condition or state as to be unsightly and unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
28. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by Annie J. Myers and located at 513 Old Whitfield Rd. Pearl, Rankin County, Mississippi 39208 (Parcel No. E08D000015 00020; PPIN No. 058373) is in such a condition or state as to be unsightly and unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
29. Order to set public hearing for May 18, 2021, at 6:00 p.m. to determine whether or not that certain parcel of real property owned by Rankin County Rentals LLC, C/O J C Enterprises, LLC. and located at 1100 Pearson Rd. Pearl, Rankin County, Mississippi 39208 (Parcel No. E07J000005 00000; PPIN No. 007957) is in such a condition or state as to be unsightly and

- unkept or otherwise a menace to the public health and safety of the community, and therefore, prohibited, pursuant to Chapter 24 of the Code of Ordinances of the City of Pearl, Mississippi and Section 21-19-11 of the Mississippi Code of 1972, as Amended.
30. Order to set public hearing for May 18, 2021, at 6:00 p.m. to consider request by Jason Henry for a dimensional variance to allow him to build a 1500 sq. ft. metal shop on his property located at 261 Ludlow Road.
  31. Order to set public hearing for May 18, 2021, at 6:00 p.m. to consider request by Jimmy & Beverly Walker for a dimensional variance to allow him to build a 1200 sq. ft. metal shop with an 8ft. overhang on their property located at 2015 Oak Ridge Dr.
  32. Order to approve chlorine and fluoride bid (non-exclusive) for the period of one (1) year to Harcros Chemicals, Inc., as the lowest and best bid and to reject any and all other commodities bids.
  33. Order to set public hearing for May 18, 2021, at 6:00 p.m. to consider request by M&D Developers (Chad Davis) to rezone Parcel G09D-7 from C-2 to R-2.
  34. Order to approve and authorize the amendment to the FY 20-21 Police Department Capital Outlay for an increase in the amount of \$330,000.00, (001-103-791) for the fixed LPR camera systems.
  35. Order to approve and authorize an amendment to the City Wide Revenues Budget for an increase in the amount of \$500,000.00 from KCS Railroad.
  36. Consider an order to approve and authorize entering into an Agreement for Dental, Vision and Life insurance for the period of one (1) year with MetLife, by and through Group Services of Mississippi, LLC, and to authorize City Clerk, Kelly Scouten and Mayor Windham to sign all related documents.
  37. Consider an order to approve and authorize entering into an Agreement for Health Insurance for the period of one (1) year with Crescent Dental and Companion Life, by and through Lowery Insurance and to and to authorize City Clerk, Kelly Scouten and Mayor Windham to sign all related documents.
  38. Consider an order to approve and authorize entering into an Agreement for health and insurance for the period of one (1) year with BlueCross & BlueShield of Mississippi, by and through Lowery Insurance and to and to authorize City Clerk, Kelly Scouten and Mayor Windham to sign all related documents.
  39. Consider an order to approve and authorize entering into an Agreement for secondary health insurance for the period of one (1) year with MediHop Medical by and through L.S. Associates and to and to authorize City Clerk, Kelly Scouten and Mayor Windham to sign all related documents.
  40. Order to approve and authorize receipt of \$71,521.37, from Glatfelter Claims Management for damages to the warehouse building on Landfill Rd., during the February 2021, ice storm.

## **V. PUBLIC HEARING**

1. Consider request by Crown Homes, LLC, and J.T. Crownover, for a dimensional variance to allow him to build three (3) 1,500 sq. ft. houses instead 1,800 sq. ft. that the ordinance requires at 907,935 and 936 Prestige Lane.

**GENERAL BUSINESS**

**EMERGENCY CONSIDERATION OF COMMITTEES, COMMISSIONS, AND  
BOARD MATTERS.**

**ADJOURN**



## APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

### APPLICANT DATA

1. Full legal name of Applicant: City Of Pearl (the "Policyholder")
2. Address: 2420 Old Brandon Rd City Pearl State MS Zip 39208

### EFFECTIVE DATE

The effective date of the applied for group insurance will be 05/01/2021, subject to MetLife's acceptance of this application and the Applicant's payment of the Premium due on or before such date.

### SITUS

Group Policy forms will be issued for delivery in and governed by the laws of MISSISSIPPI.

### COVERAGE DATA

Employees / Members	Dependents
Dental	Dental
Basic Life with AD&D	
Supplemental Life with AD&D	Supplemental Life with AD&D
Vision	Vision

### PREMIUM DATA

Premiums will be paid: ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other: \_\_\_\_\_

Attached is an advance payment of: \$ 0.

### AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

**Fraud Warning.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

### Signature of Applicant's Authorized Representative

Signed at: City \_\_\_\_\_, State \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Representative Kelly Scouten

Title of Authorized Representative \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

### Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. \_\_\_\_\_

Date: 04/12/2021

Name of Agent: Mike Savage

Agent's Signature Mike Savage

MetLife Policyholder ("Company"): City Of Pearl

Policy Number: 5977697

Effective Date: 05/01/2021

**AXA ASSISTANCE USA, INC.  
TRAVEL ASSISTANCE  
SERVICES AGREEMENT**

AXA Assistance USA, Inc. provides and administers travel assistance services according to the terms and conditions of this Services Agreement to policyholders and covered individuals who are insured for the following as issued by Metropolitan Life Insurance Company ("MetLife"). Travel assistance services are provided by AXA Assistance USA, Inc. and are independent of Metropolitan Life Insurance Company and its affiliates. Please choose from the following:

- ☐ Basic Life Insurance
- ☐ Supplemental Life Insurance
- ☐ Personal Accidental Death & Dismemberment
- ☐ Supplemental Accidental Death & Dismemberment
- ☐ Voluntary Accidental Death & Dismemberment
- ☐ Disability Income Insurance: Long Term Benefits

Travel assistance services are available to eligible persons ("Eligible Person(s)"). Eligible Persons means an employee or group members and their eligible dependents covered under the group insurance contracts issued to the Company by MetLife. Eligible dependents are defined under the group insurance contract issued to the Company, or, if not defined therein, as defined under the life insurance certificate issued to each group member.

**TRANSPORTATION SERVICES\***

**1. Emergency Medical Evacuation Services**

When an Eligible Person incurs a sickness or injury while traveling 100 miles or more away from his or her primary residence, or in another country which is not their country of residence and the Eligible Person is expected to be in the hospital as a result of such sickness or injury,, AXA Assistance USA will facilitate the emergency transport of the Eligible Person and pay for related expenses up to the Maximum Benefit Amount (set forth below).

Covered Expenses include:

- (i) **Medical Transport:** If AXA Assistance USA determines, after consultation with the local attending legally qualified physician that transportation to a hospital or medical facility is medically necessary to treat an unforeseen sickness or injury which is acute or life threatening and adequate medical treatment is not available in the immediate area, the emergency transportation expense incurred will be paid for the usual and customary charges for transportation to the closest hospital or medical facility capable of providing that treatment.
- (ii) **Return of Dependent Child(ren):** If the Eligible Person's dependent children who are under 18 years of age and accompanying the Eligible Person on the covered trip are left unattended, economy level transportation will be paid to return the dependent children to their home (with an attendant, if considered necessary by AXA Assistance USA).
- (iii) **Transportation of a Family Member:** If the Eligible Person is traveling alone and is expected to be in the hospital and emergency evacuation is not imminent, upon request of the Eligible Person or next of kin if the Eligible Person is incapacitated, expenses will be paid to transport one person, chosen by the Eligible Person, by economy level transportation, for a single visit to and from the Eligible Person's bedside.

- (iv) **Escort Services:** Expenses for a family member or companion who is traveling with the Eligible Person to join the Eligible Person during the Eligible Person's emergency medical evacuation to a different hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

The Maximum Benefit Amount is 100% of the covered expenses (described above) up to \$500,000 per Eligible Person per trip.

AXA Assistance USA must make all arrangements and must authorize all expenses in advance for any transportation expenses to be payable. AXA Assistance USA reserves the right to determine whether the expense is payable, including reductions, if it is not reasonably possible to contact AXA Assistance USA in advance.

## 2. **Medical Repatriation Services**

- (i) If an Eligible Person is traveling 100 miles or more away from his or her primary residence, or in another country which is not their country of residence, and AXA Assistance USA determines after consultation with the Eligible Person's local attending legally qualified physician that it is medically necessary for an Eligible Person to return to his or her place of permanent residence because of an unforeseen sickness or injury which is acute or life-threatening, the transportation expense incurred will be paid to return the Eligible Person to his or her permanent residence via:
- a) one-way economy level transportation; or
  - b) commercial upgrade, based on an Eligible Person's condition as recommended by the local attending physician and verified in writing.
  - c) transportation must be via the most direct and economical route.
- (ii) If AXA Assistance USA determines, after consultation with the local attending physician, that it is medically necessary for an Eligible Person to return to his or her place of permanent residence for continued treatment of an unforeseen sickness or injury which is acute or life-threatening, AXA Assistance USA will arrange to transport an Eligible Person to the hospital or medical facility closest to his or her permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. AXA Assistance USA will facilitate payment for covered land or air transportation which includes, but is not limited to, commercial stretcher, medical escort, or the usual and customary charges for air ambulance, provided such transportation has been pre-approved and arranged by AXA Assistance USA.
- (iii) **Escort services:** AXA Assistance USA will arrange travel and facilitate the payment of expenses for a family member or companion who is traveling with the Eligible Person, to join the Eligible Person during the Eligible Person's emergency medical repatriation to a different hospital, treatment facility or the Eligible Person's place of permanent residence.

The Maximum Benefit Amount is 100% of the expenses incurred for (i)-(iii) above, up to \$500,000 per Eligible Person per trip.

AXA Assistance USA must make all arrangements and must authorize all expenses in advance for any expenses to be payable. AXA Assistance reserves the right to determine the payable expenses, including reductions, if it is not reasonably possible to contact AXA Assistance in advance.

## 3. **Return of Remains**

In the event of an Eligible Person's death, the expense incurred will be paid (up to the Maximum Benefit amount set forth below), for minimally necessary casket or air tray, preparation and transportation of an Eligible Person's remains to his or her place of residence or to the designated place of burial. In addition, expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person's body during the repatriation to the Eligible Person's place of residence will be paid. The Maximum Benefit Amount is 100% of such expenses incurred up to \$500,000 per Eligible Person per trip.



4. **Unattended Vehicle Return**

AXA Assistance USA will facilitate the return of an Eligible Person's unattended vehicle to the car rental agency or to the Eligible Person's permanent residence and pay related expenses up to the Maximum Benefit Amount for the covered expenses (set forth below) incurred if the Eligible Person requires an emergency medical evacuation or medical repatriation, or suffers a medical emergency and dies.

**Covered Expenses include:**

- a) Fuel and oil for the vehicle;
- b) Driver wages; and
- c) Tolls en route.

The Maximum Benefit Amount is up to \$1,000 per Eligible Person per calendar year. Expenses will not be payable for: (i) any repair due to mechanical breakdown of the vehicle en route; or (ii) the costs for food or accommodation during the transport of the vehicle.

5. **Dispatch of Physician or Specialist**

If the local attending legally qualified physician and AXA cannot adequately assess the Eligible Person's need for Medical Evacuation and Transportation, AXA will coordinate, provide and dispatch a Physician to assist in the assessment. The Maximum Benefit amount is up to \$2,500 per Eligible Person per calendar year.

6. **Bereavement Transportation for Family Member**

In the event of an Eligible Person's death when traveling alone, AXA will provide an economy class round-trip ticket for one family member to accompany their remains from the location of their death to the receiving funeral home. This service will also include reasonable and customary expenses for meals and accommodations for up to 1 week. Accommodations must be arranged by AXA.

7. **Emergency Pet Housing and/or Pet Return**

If a Eligible Person is admitted as an inpatient after the Eligible Persons' initial visit in the emergency room ("Hospitalized") and the Pet (as defined below) that a Eligible Person is traveling with is left unattended as the result of such Injury or Sickness which requires Hospitalization, AXA will coordinate and provide boarding for the Pet at a local boarding facility. In the event a Eligible Persons Injury or Sickness results in transport under the Emergency Medical Evacuation, Transportation After Stabilization, or Return of Deceased Remains service, AXA will coordinate and provide transportation for the Pet to be returned to either the Eligible Person's home, or to a boarding facility near such home. "Pet" means any domestic dog or cat less than 200 pounds that is kept for pleasure and companionship rather than utility (other than service animals). Maximum Benefit amount is up to \$2,500 per Eligible Person per calendar year.

**\*TRANSPORTATION SERVICES ARE UNDERWRITTEN BY A THIRD PARTY INSURANCE COMPANY THAT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF THE EXPENSES DESCRIBED ABOVE. AXA ASSISTANCE USA, INC. IS ONLY RESPONSIBLE FOR THE COORDINATION OF SUCH TRANSPORTATION SERVICES.**

<b>ASSISTANCE SERVICES</b>
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**THE ASSISTANCE SERVICES DESCRIBED IN THIS SECTION BELOW ARE PROVIDED BY AXA ASSISTANCE USA. AXA ASSISTANCE USA IS NOT RESPONSIBLE FOR THE PAYMENT OF COSTS INCURRED FOR SERVICES PROVIDED BY A THIRD PARTY.**

The following assistance services are available to Eligible Persons:

1. **Medical Assistance Services**

The medical assistance services provided pursuant to this Services Agreement are as follows:

- (i) **Medical referral:** AXA Assistance USA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/gynecologists, orthopedists, and pediatricians. The Eligible Person will be given the name, address, telephone number, office hours, and if applicable, language(s)

spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA Assistance USA will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

- (ii) **Dental referrals:** AXA Assistance USA will provide referrals to dentists and facilities that provide emergency dental care in accordance with established selection criteria. If AXA Assistance USA receives a request for dental referrals in any area of the world in which AXA does not recommend seeking dental treatment, the Eligible Person will be so informed. If appropriate, the Eligible Person will be provided with referrals to physicians or hospitals for pain control. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (iii) **Dispatch of Physician:** For the convenience of the Eligible Person, AXA Assistance USA will make arrangements for a general practice physician to consult at the Eligible Person's hotel or current location while traveling. Although AXA Assistance USA will make every effort, this service may not be available in all states and countries. If a physician cannot be dispatched, other arrangements will be made by AXA Assistance USA and options will be offered to the Eligible Person. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (iv) **Pre-Certification and Referral Management:** AXA Assistance USA will provide pre-certification for all inpatient cases and for elective outpatient surgical intervention. The pre-certification process entails our case managers reviewing the patient's current and past medical history, consulting with the patient's physician and reviewing the suggested treatment plan. After this review AXA Assistance USA will certify that the confinement and/or surgery are medically necessary and considered recognized treatment in the medical community for the patient's condition. If the patient requires additional certification, then AXA Assistance USA will contact the utilization review department of the hospital or the attending physician to review the case and potentially authorize additional hospital days. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (v) **Medical Monitoring:** Upon notification that an Eligible Person is in the hospital or requires medical monitoring, the case will be assigned to a nurse case manager to make the initial medical contact. The case manager will attempt to contact the medical facility to obtain medical information about the patient from a treating physician, hospital nurse case manager or other valid source of information. The goal, during regular office hours, is to obtain an initial medical contact within 2 hours of notification.

The nurse will attempt to obtain the following information:

- Age;
- Chief complaint;
- History of present illness;
- Relevant past medical history;
- Intended medical plan; and
- Expected discharge date and date when the Eligible Person will be clear to travel.

The nurse will assess the adequacy of the treating facility to determine the need for transfer or evacuation. If the nurse requires consultation with an AXA Assistance USA physician for complex cases, uncertainty about appropriateness of care, recommendations for discharge or clearance to fly or because he or she feels the AXA Assistance USA physician should speak with the treating physician, he or she will speak to the in-office or on-call AXA Assistance USA physician. An AXA Assistance USA physician will make efforts to consult with the treating physician for in-patient cases within the first 48 hours. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

- (vi) **Vaccination Recommendations/Insect Precautions:** AXA Assistance USA will provide up-to- date information on health hazards in the areas where the Eligible Person is traveling. AXA Assistance USA will recommend medications or vaccinations that should be received prior to departure in order to minimize the risk of infection. AXA Assistance USA will also provide

information regarding protective measures against the bites of mosquitoes and other disease-bearing insects.

- (vii) **Prescription Transfer/Shipping:** AXA Assistance USA will assist an Eligible Person with the replacement of lost or misplaced medication or other important items, such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law). Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (viii) **Shipment of Medication:** AXA Assistance USA will provide administrative services for the lawful delivery of medication whenever such medication is required and not available locally. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (ix) **Replacement of medical devices:** When medical devices or equipment are not available locally, AXA Assistance USA will make every effort to procure and arrange for delivery. AXA Assistance USA will also arrange for appointments with local physicians and hospitals.
- (x) **Hotel arrangements:** AXA Assistance USA will arrange for hotel/convalence stay at the request of the Eligible Person and arrange for up-front payment when required.
- (xi) **Coordinate hospital admission and discharge planning:** AXA Assistance USA will arrange for upfront payment or guarantee of emergency medical expenses at a hospital, clinic or emergency room facility in the event that the Eligible Person cannot be admitted without a financial guarantee. In many areas, hospitals may only accept guarantee of expenses from a local company. AXA Assistance USA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents.

AXA Assistance USA will arrange hospital admissions when we are notified of a case in advance or in cases of evacuation. In many areas, hospitals may only accept a guarantee of expenses and agree to bill a local company. AXA Assistance USA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents.

Upon discharge, if the Eligible Person requires a lesser level of care, AXA Assistance USA will recommend this level of care for approval in advance by the client. Once approved, the medical team of AXA Assistance USA will make all necessary arrangements. If discharge planning requires repatriation to the home country this too will be arranged by AXA Assistance USA.

Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card or availability of any other financial mean to secure payment.

## 2. **Personal Assistance Services:**

The personal assistance services provided pursuant to this Services Agreement are as follows:

- (i) **Telephone Interpretation Service:** AXA Assistance USA's multi-lingual staff and international correspondents will provide emergency telephone interpretation.
- (ii) **General Travel Assistance/Information Services:** Available 24/7, both pre-travel and during trip, AXA Assistance USA will provide the Eligible Person with visa, passport and inoculation information, U.S. State Department travel advisories, location of embassies and consulates, exchange rates between the U.S. and most major currencies, and weather forecasts for major cities around the world.
- (iii) **Emergency Cash/Bail Assistance:** Emergency funds will be arranged and made available to the Eligible Person in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA Assistance USA will also assist with the payment of legal fees, as well as secure and post bail bonds when required. All costs associated with this service are the responsibility of the Eligible Person. All expenses associated with this service shall be applied to the Eligible Person's personal credit card. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card.
- (iv) **Lost Document Assistance:** AXA Assistance USA will coordinate arrangements to replace or forward lost or stolen documents, including passports, driver's licenses and credit cards, and will assist with procedures to file loss reports and to recover lost or stolen articles.

- (v) **Legal Referrals:** AXA Assistance USA will provide legal referrals to English-speaking lawyers. Should legal action be taken against an Eligible Person related to an unintentional violation of the applicable laws or regulations, other than a felony, in a foreign country where the Eligible Person is traveling, AXA Assistance USA shall provide assistance at the written request of the Eligible Person. These provisions do not apply in the case of acts related to the Eligible Person's business or occupation. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.
- (vi) **Urgent Message Relay:** AXA Assistance USA will relay emergency messages to or from the Eligible Person to Family Members or colleagues 24 hours a day.
- (vii) **Pre-Trip and Cultural Information:** Available 24/7, both pre-travel and during trip, AXA Assistance USA is able to quickly provide the following pre-departure information upon an Eligible Person's request:
  - a) Passport, visa, and immunization/inoculation requirements;
  - b) Foreign currency exchange rates;
  - c) Weather forecasts and average seasonal temperatures;
  - d) Embassy and Consular locations;
  - e) General information on local customs;
  - f) General information on business etiquette;
  - g) Information on national holidays and standard business hours;
  - h) Travel advisories and customs information;
  - i) Local voltage information;
  - j) Value-Added Tax regulations (excluding any legal advice, interpretation or analysis of such laws); and
  - k) Information regarding other provisions included in the Eligible Person's coverage not listed above.
- (viii) **Mobile Assistance Services:** AXA Assistance USA will provide education and assistance to Eligible Persons when traveling abroad with a mobile phone. AXA Assistance USA will provide a detailed guide on how an Eligible Person can use a mobile phone abroad including applications, resources, and helpful hints on using the device internationally before or during travel.
- (ix) **Identity Theft Assistance\*:** AXA Assistance USA will provide support and understanding of the risks of ID Theft, how to prevent it from happening, and provide a step-by-step guide on how to proceed in the event an Eligible Person's identity has been compromised.
- (x) **Pet Housing and Return:** AXA can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets. Fees incurred for services provided are the responsibility of the Eligible Person.
- (xi) **Political Evacuation:** AXA can arrange for the repatriation on political grounds for all Eligible Persons, when the country where they are located needs to be evacuated based on a determination of the US government. Fees incurred for services provided are the responsibility of the Eligible Person.
- (xii) **Travel Concierge:** Eligible Persons will have access to concierge services related to travel situations, including: restaurant, shopping, hotel recommendations/reservations; rental car/limousine information and reservations; driving directions; sporting, theater, night life and event information; airfare information and booking support; golf course information, referrals, recommendations and tee times; destination information, city calendar and event schedules; private driver and guides. Travel Concierge services are available from 9 am to 9 pm EST.
- (xiii) **Travel Assistance Website:** AXA will provide access to a web-based database of global medical providers and country profiles including up-to-date security alerts, health advisories, information on immunizations and visa requirements, weather, currency conversion, demographics and business etiquette.

Travel Assistance Services will be provided to Eligible Persons traveling 100 miles or more from his or her permanent residence or in another country which is not their country of residence\*. Availability of Travel Assistance Service is subject to US and other applicable law. Travel Assistance Services are limited to travel of 180 days or less. AXA Assistance USA must provide all Travel Assistance Services. No claims for reimbursement will be accepted. Any expenses associated with these Travel Assistance Services are the responsibility of the Eligible Person or the Company except as provided below. Expenses for Travel

Assistance Services arranged and provided by AXA Assistance USA are subject to a limit of \$500,000 per person per trip.

\*Identity Theft Services are not contingent upon travel and are available to Eligible Persons regardless of his or her location.

## INTERNATIONAL TELECONSULTATION SERVICES

AXA Assistance USA provides international teleconsultation services for English speaking Eligible Persons who require non-urgent medical services while traveling or temporarily residing outside their home country ("ITC Services") as more specifically described herein. ITC Services are provided through HAA Preferred Partners, LLC ("HAA"), a subsidiary of AXA Assistance USA, Inc. All ITC Services may not be available in all locations or may be limited due to local governmental restrictions, environmental or connectivity issues outside of AXA Assistance USA's and HAA's control.

### 1. Definitions

For purposes of the ITC Services, the following terms are defined as set forth below:

- (i) **"Consultant Provider":** A duly licensed physician, nurse practitioner, or other licensed provider engaged to provide ITC Services.
- (ii) **"ITC Services":** A medical teleconsultation service provided by a Consultant Provider for the medical conditions set forth on Schedule A, attached hereto and incorporated herein that Eligible Persons are entitled to receive under their MetLife Policy.

### 2. ITC Services

HAA will provide the ITC Services as follows:

- (i) **Customer Support:** AXA Assistance USA will provide customer support including, but not limited to online registration, eligibility verification, troubleshooting and response to general ITC Services inquiries.
- (ii) **ITC Platform:** AXA Assistance USA will be responsible for providing a secure, HIPAA-compliant teleconsultation platform which shall include:
  - a) Multichannel accessibility via telephone, tablet and personal computer;
  - b) Customizable teleconsultation landing page;
  - c) Interface which collects patient medical history and other information;
  - d) Customizable Eligible Person virtual waiting room;
  - e) Eligible Person email notification of visit status; and
  - f) High-quality video chat interface.
- (iii) **Customer Experience:** The Eligible Person will access the ITC Platform and complete the required information such as symptom details, medical history and perform a system connectivity test. If the connectivity test fails, the Eligible Person will have the option to engage in a phone only consultation. If applicable, the Eligible Person will be prompted for payment for the ITC Services. The Consultant Provider will initiate the ITC Services with the Eligible Person. After completion of the consultation, the Eligible Person will receive a notification of his/her treatment plan and will be contacted to discuss the treatment plan and arrange for next steps as needed. After the consultation, the Eligible Person will have access to a patient satisfaction survey.

### 3. HAA Medical Teleconsultation Services

- (i) **Medical Services:** HAA, through its medical professionals, shall promptly render and make available ITC Services to all Eligible Persons for which HAA is duly qualified and licensed. HAA will provide the ITC Services in the same manner and in accordance with the same standards as offered by HAA to its other patients. HAA will not discriminate in the treatment of any Eligible Person because of age, sex, race, national origin or physical handicap. In addition, the ITC Services provided by HAA shall at all times be provided in accordance with applicable ethical standards, laws and regulations applying to the medical profession. Eligible Person receiving ITC Services are not anticipated to be located in the United States at the time such ITC Services are rendered. AXA Assistance USA and HAA hereto understand and acknowledge that such laws may change, be amended, be subject to further or modified regulatory guidance or interpretation and they shall comply with such laws in the event of such occurrences. HAA and its Consultant Providers shall have the exclusive authority and control over all medical aspects of the ITC Services to the extent they constitute the practice of medicine. HAA, at all times during the rendering of ITC Services to Eligible Persons, shall ensure its Consultant Providers exercise

independent medical judgment in connection with the care and treatment provided to Eligible Persons.

- (ii) **Medical Provider Referrals:** In the event the Eligible Person requires services beyond the scope of the ITC Services, AXA Assistance USA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals. MetLife acknowledges and agrees that with respect to any provider claims, the Eligible Person shall be responsible for the payment of any and all charges, claims or bills for provider charges or related expenses, including, but not limited to, the charges, claims, bills and expenses incurred by or on behalf of any Eligible Person. The Parties agree that neither AXA Assistance USA nor HAA shall be responsible for any such charges or related expenses.

## **SCHEDULE A**

### **Medical Conditions Treated**

- Abrasions
- Allergies
- Arthritic Pain
- Asthma
- Bronchitis
- Bruises
- Colds and Flu
- Cold Sores
- Cough
- Diarrhea
- Fever (over age 6 months, under age 70)
- Minor Infections (ex. skin, sore throat)
- Insect Bites
- Lacerations - minor
- Lice
- Simple Medication refill
- "Pink eye" or Conjunctivitis
- Rashes
- Upper Respiratory Infections (Uncomplicated)
- Sinusitis
- Sore Throats
- Minor skin inflammation and infections
- Sprains & Strains
- Stye
- Minor Sports injuries
- Urinary Tract Infections (simple)
- Yeast Infections
- Vomiting
- Mild Dehydration
- Ear Infections
- Other minor conditions on a case by case basis

### **Advice/Counseling**

General Health information regarding chronic medical conditions

Pre-Travel Advice – Vaccinations, precautions

*Any complaint the Consultant Provider is unable to adequately evaluate or which the Consultant Provider determines is of a serious emergency nature at any point during contact will be referred for an in person physician visit.*

### **Medical Conditions Not Treated via Consultation - Complex Medical Conditions Referred to Appropriate Facility**

- ✓ Any condition deemed to be a medical emergency
- Serious Abdominal pain
- Cancer
- Severe chest pain
- Chest pain
- Asthma/COPD
- Confusion/ Coma
- Delirium
- Dementia
- STDs
- Broken bones
- Psychosis
- Depression
- Hallucinations
- Suicidal thoughts
- Homicidal thoughts
- Loss of consciousness
- Seizure
- Pregnancy (except morning sickness)
- Sudden vaginal bleeding
- Weakness (Leg/Arm/Face)
- Stroke
- Speech difficulty
- Choking
- Severe pain
- Shortness of breath

Any complaint deemed unable to adequately evaluate or of a serious emergency nature at any point during contact will be referred for an in person physician visit.

#### **Chronic Medical Conditions Excluded\***

- Diabetes
- Hypertension
- Kidney failure
- Liver failure
- Chronic pain

\*Advice and general health information regarding these chronic conditions is available. However, medications will not be prescribed or recommended.

#### **Medications Prescribed\***

- Antihistamines
- Anti-itch medications
- Anti-vomiting
- Antibiotics
- Pain medications (non-narcotic)
- Steroid creams/sprays

\*Tele-prescribing of medications will comply with local and international regulations and may not be permitted in certain countries. In such cases, Provider will make contact local providers or arrange the appropriate provider referral.

#### **Medications Not Prescribed**

- Opioids
- Barbiturates
- Benzodiazepine
- Amphetamines
- Anabolic steroids
- Muscle relaxants
- Psychiatric medications
- Erectile dysfunction medications
- Birth control
- Narcotics
- Any Controlled Substances/Medications



## TRAVEL ASSISTANCE WEB PORTAL AND APPLICATION

AXA Assistance USA will provide access to a web-based database of global medical providers and country profiles, including up-to-date security alerts, health advisories, information on immunization and visa requirements, weather, currency conversion, demographics and business etiquette (collectively, "Webcorp"). The Eligible Person understands and agrees that Webcorp is a site of collected information put together by AXA Assistance SA ("AXA SA") and that such information may include the views, opinions and recommendations of individual organizations which may be of potential interest to the Eligible Person but which may not themselves be endorsed by AXA Assistance USA or AXA SA. The Eligible Person acknowledges that neither AXA Assistance USA nor AXA SA will be responsible for the use of, or reliance on, intelligence, advice or recommendations provided through Webcorp. Neither AXA Assistance USA nor AXA SA warrant that the operation of Webcorp or its hosting environment will be uninterrupted nor error free. The Eligible Person further agrees that due to the number of sources from which the information is obtained and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such information. Neither AXA Assistance USA nor AXA SA warrant the accuracy, completeness, correctness, or fitness of the information supplied for any particular purpose. Neither Webcorp nor any information available on Webcorp is a substitute for or provide the same level of certainty as a consultation with a medical doctor. Under no circumstances will AXA Assistance USA or AXA SA be liable to an Eligible Person or anyone else for any decisions made or actions taken based upon the medical provider and other information included within Webcorp.

While the Parties agree that general objective of Webcorp is to provide accurate information in respect of medical providers and the additional information which may cause concern or possible risks to an Eligible Person, neither AXA Assistance USA nor AXA SA guarantee or undertake to predict or forewarn of all events, circumstances or hazards which may be of general or specific concern to an Eligible Person, nor can AXA Assistance USA or AXA SA be held liable for failing to predict or forewarn of such events.

Some of the links on Webcorp may allow the user to leave the site to visit third party sites ("**Third-party Sites**"). Third-party Sites are not in any way under the AXA Assistance USA's or AXA SA's control, and neither AXA Assistance USA nor AXA SA assumes any responsibility or liability for any information, content, communications, services, goods or other materials available on such Third-party Sites or for any changes or updates to such Third-party Sites. The links contained on Webcorp are not intended to be referrals to, or endorsements of, any Third-party Site or the entities that operate such a site, and such links are provided for convenience only.

## TERMS AND CONDITIONS

### **AXA Assistance USA Travel Assistance Services subject to the following terms, conditions and exclusions. PLEASE READ CAREFULLY:**

The AXA Assistance USA Travel Assistance Program is available for Eligible Persons in traveling status. Whenever a trip exceeds 180 days, the Eligible Person is no longer considered to be in traveling status and is therefore no longer eligible for Travel Assistance Services. Also, AXA Assistance USA will not evacuate or repatriate an Eligible Person without medical authorization; with mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local doctors and do not prevent the Eligible Person from continuing his/her trip or returning home; or with infections under treatment and not yet healed.

AXA Assistance USA will not pay expenses for sickness, injuries or losses of an Eligible Person:

- a) due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntary induced abortion;
- b) due to the Eligible Person's mental or nervous condition, unless hospitalized;
- c) which exceed the Maximum Benefit amount for each expense.

Non-medical services such as hotel, restaurant, taxi expenses or reimbursement for baggage loss while traveling are not covered. The maximum benefit per person for costs associated with evacuations, repatriations or the return of mortal remains is US\$500,000 for each service.

Treatment must be authorized and arranged by AXA Assistance USA's designated personnel to be eligible for benefits under this program. All services must be provided and arranged by AXA Assistance USA. No claims for reimbursement will be accepted. All emergency transportation expenses provided hereunder must be by the most direct and economical route possible.

Expenses related to Transportation Services are covered in whole or in part through an insurance policy issued by a third party insurance company. AXA Assistance USA facilitates the delivery of emergency transportation services and facilitates payment through the third party insurance company. In connection with those insured Travel Services, AXA Assistance USA shall be subrogated to the rights and causes of action of the person for whom Travel Services are rendered against said insurance policy or other insurance plans. However, in the exercise of these rights, AXA Assistance USA agrees that it will not seek to enforce any such right of recovery against the company policyholder, any employee benefit plans covering employees of the company policyholder, MetLife, customers of MetLife and any employee benefit plans administered or insured by MetLife.

The Travel Assistance Services do not apply to the extent that trade or economic sanctions or regulations prohibit AXA Assistance USA and/or the third party insurance company from providing assistance or insurance, including, but not limited to, the payment of claims.

Non-insurance Travel Assistance Services are provided or arranged by AXA Assistance USA. There may be times when circumstances beyond AXA's control hinder its endeavors to provide the Travel Services. AXA Assistance USA will, however, make all reasonable efforts to provide Travel Assistance Services and help the Eligible Person resolve his/her emergency situation.

AXA Assistance USA is not responsible and cannot be held liable, for any malpractice performed by a local physician or attorney, who is not an employee of AXA Assistance USA, loss or damage to the Eligible Person's vehicle during the return of the vehicle, or loss or damage to any personal belongings.

Legal actions arising hereunder shall be barred unless written notice thereof is received by AXA Assistance USA within one (1) year from the date of event giving rise to such legal action.

A waiver of liability may be required if evacuation is not deemed by AXA Assistance USA's medical director to be in the best interest of the Eligible Person. A copy of the waiver is available for review.

There may be circumstances under which AXA Assistance USA reasonably believes that a sick or injured person is an Eligible Person but cannot verify participation after making inquiries. If, after making reasonable efforts within seventy-two (72) hours from the time it is notified and AXA Assistance USA is unable to validate the sick or injured person is eligible for assistance services, AXA Assistance USA shall not be responsible for providing services or be responsible for any costs related to emergency medical transportation. In addition, AXA Assistance USA, Inc. shall not be responsible for or accept any expenses or liabilities related to the care of the sick or injured person or expenses or liabilities that may result from emergency transportation being denied or delayed, including, but not limited to, the death or further injury of the sick or injured person requesting assistance.

Company agrees to remit \$0.12 per Eligible Person per month for Travel Assistance Services to MetLife. AXA Assistance USA has contracted with MetLife to administer Travel Assistance contract management and marketing, and also billing remittance as part of MetLife's collection of Company's payments for insurance under the group insurance policy noted on page 1 of this document. AXA Assistance USA agrees that once Company has remitted payment to MetLife for Travel Assistance Services, AXA Assistance USA may seek payment only from MetLife and not from the Company.

AXA Assistance USA is not affiliated with MetLife and the Travel Services are not part of the group insurance coverage underwritten by MetLife. AXA Assistance USA is solely responsible for furnishing the Travel Services and MetLife shall not be responsible or liable for any acts or omissions by AXA Assistance USA or its agents, employees or representatives in connection with the Travel Assistance Services or performance under this Services Agreement.

**AXA Assistance USA's International Teleconsultation Services are subject to the following terms, conditions and exclusions. PLEASE READ CAREFULLY:**

There may be times when circumstances beyond AXA Assistance USA's control hinder its endeavors to provide ITC Services under this Agreement. AXA Assistance USA will, however, make all reasonable efforts to provide such ITC Services and help the Eligible Person resolve his/her emergency situation. AXA Assistance USA will not provide any ITC Services under this Agreement when U.S. or other applicable trade or economic sanctions laws or regulations prohibit AXA Assistance USA or HAA from providing such ITC Services. In addition, ITC Services or a portion thereof may be limited and/or delayed, or prohibited, in other countries. ITC Services are not designed to be an emergency response program.

AXA Assistance USA, Inc. is an Illinois corporation and part of the AXA Group companies. For any questions or comments about AXA Assistance USA, Inc. or its services, please contact us at [info@axa-assistance.us](mailto:info@axa-assistance.us).

AXA Assistance USA, Inc. values its clients and customers. Our Services Description and Terms and Conditions describe our obligations to our customers. We thank our clients and customers for allowing us to service you.

Sincerely,  
Simon Jackson  
Chief Commercial Officer

**Agreed and accepted by:**

Company: City Of Pearl

By: \_\_\_\_\_

**Authorized Signature:**

Kelly Scouten  
Printed or Typed name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **PORTABILITY**

### **FORM OF CERTIFICATE OF BENEFICIAL INTEREST**

THE BENEFICIAL INTEREST IN THE TRUST (AS DEFINED BELOW) REPRESENTED BY THIS CERTIFICATE OF BENEFICIAL INTEREST HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW, AND MAY NOT BE DIRECTLY OR INDIRECTLY OFFERED OR SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER HEREOF.

### **CERTIFICATE OF BENEFICIAL INTEREST**

**For The MetLife Group**

**Life and Health Insurance Program Trust**

**Certificate No./Customer No. 5977697**

The MetLife Group Life and Health Insurance Program Trust, a Delaware statutory trust (the "Trust"), governed by a Trust Agreement of the Trust, dated as of 21st day of December, 2006, as amended from time to time (the "Trust Agreement"), hereby certifies that City Of Pearl (the "Owner") is the owner of a Beneficial Interest in the Trust provided for and created by the Trust Agreement. This Certificate of Beneficial Interest is issued pursuant to, and the Owner is entitled to, the benefits of the Trust Agreement, and the Owner by acceptance hereof agrees to be, and shall be, bound by the terms of the Trust Agreement. Reference is hereby made to the Trust Agreement for a statement of the rights and obligations of the Owner.

Capitalized terms used herein without definition have the meanings ascribed to them in or by reference in the Trust Agreement.

The Owner, by its acceptance of this Certificate of Beneficial Interest, warrants and represents to the Trustee and to the Owners of the other Certificates of Beneficial Interest issued under the Trust Agreement that the Owner is not acquiring this Certificate of Beneficial Interest in the capacity of an "Investment Company" as such term is defined in the Investment Company Act of 1940, as amended, and, to the fullest extent permitted by law, agrees not to transfer this Certificate of Beneficial Interest.

This Certificate of Beneficial Interest shall in all respects be governed by, and construed in accordance with, the laws of the State of Delaware (excluding conflict of laws rules).

In the event of a conflict between this Certificate of Beneficial Interest and the Trust Agreement, the terms of the Trust Agreement shall prevail.

**IN WITNESS WHEREOF**, the Trust, pursuant to the Trust Agreement, has caused this Certificate of Beneficial Interest to be issued as of the date hereof.

THE METLIFE GROUP LIFE AND HEALTH  
INSURANCE PROGRAM TRUST

By: METROPOLITAN LIFE INSURANCE  
COMPANY, as Settlor

By: 

Name: Stephen L. Pontecorvo

Title: Vice President - Group Life Products

## Group, Voluntary & Worksite Benefits

Metropolitan Life Insurance Company  
200 Park Avenue  
New York, NY 10166



### Statement of Responsibility

MetLife will be responsible to the group policyholder for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If MetLife uses a third party in connection with any of MetLife's administrative obligations, MetLife will remain responsible to the group policyholder for the performance by the third party of those administrative obligations. The third party will work under the control and direction of MetLife and MetLife will be solely responsible for the acts, errors and omissions of the third party.

The group policyholder will be responsible to MetLife for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If the group policyholder uses a third party in connection with any of the group policyholder's administrative obligations, the group policyholder will remain responsible to MetLife for the performance by the third party of those administrative obligations. The third party will work under the control and the direction of the group policyholder and the group policyholder will be solely responsible for the acts, errors and omissions of the third party.

#### To be completed by Policyholder:

Kelly Scouten

(Name of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Policyholder Authorized Representative)

City Of Pearl

(Group Policyholder Name)

Signed at:

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
Date(MM/DD/YYYY)

#### To be completed by Metropolitan Life Insurance Company:

**James W. Reid**

Executive Vice President  
Group, Voluntary & Worksite Benefits

\_\_\_\_\_  
Date(MM/DD/YYYY)

## CUSTOMER AGREEMENT



City Of Pearl  
2420 Old Brandon Rd  
Pearl, MS 39208

Apr 19, 2021

Dear Kelly Scouten

Thank you for choosing a benefits program from Metropolitan Life Insurance Company ("MetLife") and the MetLife family of Companies. We are excited to be providing benefits for City Of Pearl employees. To get started, please sign a copy of this letter below.

The benefits you have chosen for your Dental, Vision, Basic Life with AD&D, Supplemental Life with AD&D are listed in the schedules already provided to you. If your MetLife benefit offerings change, we will reflect those changes in a new schedule.

### **METLIFE'S RESPONSIBILITIES:**

1. MetLife will offer the benefits listed on the attached schedules ("MetLife Benefits") to all eligible individuals. Individuals who obtain benefits are referred to as "Participants".
2. For each of the MetLife Benefits listed on the attached schedule, MetLife will provide as applicable either: a group insurance policy and insurance certificates; individually underwritten insurance policies; a detailed benefits schedule; or one or more administrative agreements. These documents will detail the benefits provided, costs, effective date, and other important terms. Nothing in this letter changes any of the terms of the group or individual insurance policies, certificates or other applicable administrative agreements.
3. MetLife will comply with all laws applicable to MetLife's activities in connection with the MetLife Benefits.
4. MetLife will provide information and materials that eligible individuals need to understand the MetLife Benefits.
5. MetLife will process eligibility information and payroll deductions in accordance with MetLife's policies and procedures for each MetLife Benefit. MetLife will be responsible for all pricing and individual underwriting decisions.
6. MetLife will provide account management services to City Of Pearl and customer service to eligible individuals.
7. MetLife will treat all non-public personal information about eligible individuals in a confidential manner and in accordance with all applicable laws.
8. Participants no longer employed by City Of Pearl (and where applicable, their dependents) may continue certain benefits with MetLife in accordance with MetLife's policies and procedures.

*(continued)*

### City Of Pearl'S RESPONSIBILITIES:

1. City Of Pearl will communicate the MetLife Benefits to all eligible individuals and will distribute enrollment materials. City Of Pearl will provide MetLife with full access to the eligible population. City Of Pearl will perform its administrative obligations to the fullest extent to drive maximum participation in MetLife Benefits by all eligible individuals. [For Auto & Home coverage, City Of Pearl will provide employee contact information to support home mailings managed by MetLife up to four times throughout a calendar year. The campaigns will be chosen by MetLife, and can be customized by adding the employer logo. ]
2. City Of Pearl will process enrollments and will report to MetLife the identity of all Participants. For certain MetLife Benefits, MetLife requires that City Of Pearl will provide a list of all Eligible Employees and provide regular updates thereto. City Of Pearl will provide this if required to do so. MetLife and City Of Pearl will agree upon the timing and format of this enrollment information.
3. City Of Pearl will not use the name or Brand of MetLife or create or distribute materials regarding the MetLife Benefits without MetLife's approval.
4. City Of Pearl will comply with all laws applicable to City Of Pearl's activities in connection with the MetLife Benefits.
5. Where Participants contribute to the cost of the MetLife Benefits, City Of Pearl will provide payroll deductions for amounts due in connection with the MetLife Benefits and will remit payments to MetLife.
6. City Of Pearl will be responsible for any filings required by the Department of Labor or other Federal or State agencies. Upon request, MetLife will provide applicable information necessary to make such filings.
7. If City Of Pearl is represented by an insurance agent or broker for purposes of a MetLife Benefit, City Of Pearl agrees to inform MetLife of any change in its insurance agent or broker.

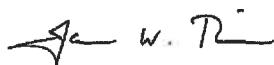
We look forward to serving your benefit needs! If the terms of this letter are acceptable to City Of Pearl, please sign below.

Very Truly Yours,

**METROPOLITAN LIFE INSURANCE COMPANY**

Accepted and Agreed to:

**City Of Pearl**



Kelly Scouten

Name of Authorized Representative

By

Title of Authorized Representative

Executive Vice President

Title

Signature of Authorized Representative





04/19/2021

City Of Pearl  
2420 Old Brandon Rd  
Pearl MS  
39208

**Re: Reimbursement of Administrative Expenses – Group Policy Number xxxx, Issued to City Of Pearl**

Dear : City Of Pearl

Thank you again for the opportunity to serve as an insurer for City Of Pearl's employee benefit program (the "Plan").

City Of Pearl has indicated that the following services will need to be performed in relation to the Plan: IT services, including modifications to City Of Pearl's HRIS/payroll systems that are related to implementation of MetLife group insurance products, and that there will be an administrative cost associated with this work (the "Administrative Service Cost"). City Of Pearl has estimated the total Administrative Service Cost to be up to \$xxxx.

As per your request, your discussed a credit payment to your company for activities you performed in connection with the implementation of your group insurance products. MetLife has agreed to provide reimbursement of up to \$xxxx for the Administrative Service Cost. Such reimbursement is subject to MetLife's receipt and approval of an itemized invoice, re-verification that the work done and associated coverages are aligned to situations approved by Metlife for such credit, and signing of a policy amendment that will be sent out after receipt of the first month of billed premium. City Of Pearl represents to MetLife that none of the vendors performing the administrative services is affiliated with City Of Pearl.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Doty", written in a cursive style.

Jennifer Doty Vice President  
MetLife Regional Market Service



**BlueCross BlueShield  
of Mississippi**

It's good to be Blue.

**Large Group Renewal**  
**CITY OF PEARL**  
**Group No.: 052342**  
**Renewal Date: May 1, 2021**

**Your new premiums will be effective      May 1, 2021      and provided on future e-billings.**

	<u>Current Premium</u>	<u>Renewal Premium</u>
Employee Only	\$ 455.18	\$ 455.18
Employee/Family	\$ 1,274.52	\$ 1,274.52
Change Percentage		0.00 %



February 23, 2021

LS & Associates  
1973 Oak Tree Cove  
Hernando, MS 38632

RE: City of Pearl M3102  
Effective Date: 2/1/2021  
Deductible Amount: \$750  
Maximum Benefit: \$2,250

Dear Les:

The current MediHOP™ Secondary Coverage's annual renewal is due. At this time, the renewal rates are as follows:

Current Rates		Renewal Rates	
Plan \$2,250			
EE	\$60.00	EE	\$60.00
ES	\$155.00	ES	\$155.00
EC	\$155.00	EC	\$155.00
EF	\$155.00	EF	\$155.00

Accordingly, because the MediHOP™ plan coordinates with an in force medical plan, please provide an update Summary Plan Description for the upcoming plan year.

Thanks again for your business.

Sincerely,

Equipoint Partners, LLC  
Administration