THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – July 16, 2020 – 9:00 a.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

   Please turn your cell phone to the vibrate, silence, or off setting.

   The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Bender.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

   Recommendation: That the Board adopt the agenda as prepared **(or duly amended).**

5. Commissioners' Forum.

6. Retirement Proclamations.

Recommendation: That the Board ratify the following retirement Proclamations:

A. The Proclamation dated December 27, 2019, commending and congratulating Olga D. Crum, Corrections Department, on 26 years of service;

B. The Proclamation dated December 27, 2019, commending and congratulating Clinton E. Powell, Public Works Department, on 27 years of service;

C. The Proclamation dated December 27, 2019, commending and congratulating Cheryl C. Watts, Public Safety Department, on 22 years of service;

D. The Proclamation dated May 29, 2020, commending and congratulating Emil L. Avenarius, Building Services Department, on 31 years of service; and

E. The Proclamation dated June 17, 2020, commending and congratulating John S. Dosh, Public Safety Department, on 33 years of service.

7. Written Communication

A. July 6, 2020, communication from Daniel Iwata concerning Code Enforcement fines and penalties.

B. July 9, 2020, communication from Paolo Ghio, Santa Rosa Island Authority, regarding a "Food Truck" Pilot Program at Park West and Park East.

8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 9:01 a.m. Public Hearing for consideration of adopting an Ordinance establishing a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance establishing a Motorboat Exclusion Zone surrounding the Innerarity Point Park swimming area and paddlecraft launch area.

10. 9:02 a.m. Public Hearing for consideration of adopting an Ordinance establishing a "Slow Speed-Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance establishing a "Slow Speed-Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

11. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of the May 31, 2020 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2020, as required by Ordinance Number 95-13. On May 31, 2020, the portfolio market value was $309,102,744 and portfolio earnings totaled $508,094 for the month. The short term portfolio achieved a yield of 1.13%. The long-term CORE portfolio achieved a yield of 0.29%.

2. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

A. Approve the Amended Minutes of the Regular Board Meeting held April 4, 2019 (the Minutes were amended to correct the second from Commissioner Bender to Commissioner Barry on the vote on the balance of the Budget/Finance Consent Agenda);

B. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held July 2, 2020; and

C. Approve the Minutes of the Regular Board Meeting held July 2, 2020.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Escambia Consortium Citizen Participation Plan for HUD Programs - Clara Long, Neighborhood & Human Services Director

   That the Board approve the revised Escambia Consortium Citizen Participation Plan for HUD Programs for purposes of incorporating updated language regarding the Affirmatively Furthering Fair Housing Rule, including provisions relative to waivers provided under the CARES Act, and making minor edits to align with 24 CFR § 91.105.

2. Recommendation Concerning the U.S. Department of Housing and Urban Development Environmental Reviews for Continuum of Care Programs - Clara Long, Neighborhood & Human Services Department Director

   That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

   A. Authorize the County to be the responsible entity for select HUD Environmental Reviews for Continuum of Care Programs; and

   B. Ratify the County Administrator's signature on the HUD Environmental Reviews for Continuum of Care Project, "Housing First," sponsored by Lakeview Center, Inc., and "Project 90-2019," sponsored by 90Works.

   [Funding: N/A]

3. Recommendation Concerning the Conveyance of a Parcel of Real Property to the Florida Department of Transportation - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of parcels of real property and easements to the Florida Department of Transportation (FDOT) for their improvement project on State Road (SR) 10 (US 90A/Nine Mile Road):

A. Adopt the Resolutions authorizing the conveyance of a parcel of real property and temporary easement to FDOT for their planned improvement project on SR 10 (US 90A/Nine Mile Road);

- Resolution 1100 - deed(s) conveying private property acquired by FDOT on behalf of Escambia County
- Resolution 702.1 - County rights-of-way to be used temporarily by FDOT
- Resolution 100.3R - deed conveying County interest to FDOT

B. Approve the Quit Claim Deed (100.3R) and the Temporary Easement (702.1) to FDOT, for their planned improvement project on SR 10 (US 90A/Nine Mile Road); and

C. Authorize the Chairman to execute the Deed, the Temporary Easement, and the Resolutions related to these conveyances without further action of the Board.

The areas of interest are located in Commission District 1.

4. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less) - Joy Jones, P.E., Engineering Department Director

That the Board schedule a Public Hearing for August 6, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.:

A. Authorize the scheduling of a Public Hearing for August 6, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E., and

B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less) - Joy Jones, P.E. Engineering Department Director

   That the Board schedule a Public Hearing for September 3, 2020, at 5:31 p.m., to consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less), as petitioned by Joel Knight:

   A. Authorize the scheduling of a Public Hearing for September 3, 2020, at 5:31 p.m., to consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less), as petitioned by Joel Knight; and

   B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

   The real property mentioned in this Petition to Vacate is located in Commission District 3.

6. Recommendation Concerning Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) Bus and Bus Facilities Funding for Mass Transit Capital Projects - Tonya Ellis, Mass Transit Department Director

   That the Board authorize the scheduling of a Public Hearing for August 6, 2020, at 5:33 p.m., for the purpose of receiving comments from the public concerning the Section 5339 proposed Grant Application by the Mass Transit Department, for Federal Transit Administration (FTA) Section 5339 Funds for Capital Projects.

   [Funding: The Grant Application is for a total of $1,612,050. The local Match of $403,013 will be covered by Federal Highway Toll Revenue Credits.]

7. Recommendation Concerning the Request for Disposition of Property of the Clerk & Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office for all of the equipment, which is described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

8. Recommendation Concerning the Request for Disposition of Property Form for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources Management, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

9. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Fireworks Display presented by the Pensacola Christian College on July 31, 2020 - Tim Tolbert, Building Official/Director

That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Pensacola Christian College Fireworks Display, to be launched at the Dale Horton Auditorium on July 31, 2020, from approximately 8:30 p.m., to 8:40 p.m.

10. Recommendation Concerning the Request to Schedule a Public Hearing Concerning the Adoption of an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption for the Navy Federal Credit Union Expansion - Janice P. Gilley, County Administrator

That the Board authorize the scheduling of a Public Hearing on August 6, 2020, at 5:34 p.m., to consider adopting an Ordinance to establish an Economic Development Ad Valorem Tax Exemption (EDATE) for the Navy Federal Credit Union Expansion. The Board adopted a Resolution supporting the expansion and subsequent, anticipated EDATE request on June 10, 2013.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 803 Massachusetts Avenue - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 803 Massachusetts Avenue:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Angelina Stallworth, Owner; per the terms and conditions of NED S-R-2020-15, NED SHIP Housing Repair for 803 Massachusetts Avenue, for $33,620; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-15
	Fund 124/Affordable Housing, Cost Center 370290	$3,620	

2. Recommendation Concerning an Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant CARES Act Funding - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant CARES Act Funding:

A. Approve the Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant (CDBG) CARES Act Funding, in order to receive $872,881 in funding;

B. Approve the general activities of public service; small business assistance; rent, mortgage, and utility assistance; and administration; and

C. Authorize the County Administrator to sign the Amendment and other necessary documents to implement and receive the Grant funding.

[Funding: Fund 129/CDBG-CV, Cost Center 370238]

3. Recommendation Concerning the Interlocal Cost-Sharing Agreement for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project:

A. Approve the Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project; and

B. Authorize the Chairman or Vice Chairman to sign the Agreement.

Vendor/Contractor	Funding	Amount	Contract Number
TBD	Fund 352/LOST III, NESD/CRA; Fund 129/2019 CDBG, Cost Center 370234; Fund 129/2018 CDBG, Cost Center 370232; and ECUA	$900,000 $474,080 $27,725 $660,000	TBD

4. Recommendation Concerning the Approval to purchase Siteimprove ADA Compliance Software-as-a-Service - William Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Siteimprove, Inc., per the terms and conditions of the provided quote # 89158, in the amount of $9,750; and

B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of Siteimprove Software as a service subscription for the Information Technology Department of Escambia County, Florida, to Siteimprove, Inc., in the amount of $9,750, according to the specifications outlined in the attached Quote # 89158.

Vendor/Contractor	Funding	Amount	Contract Number
Siteimprove, Inc.	Fund 001, Cost Center 270102, Object Code 54601, Project Number	$9,750	Agreement # 89158

This is for use by Escambia County in its daily operations.

5. Recommendation Concerning the Purchase of a Dell EMC XC740xdENT for ESXI Running Nutanix OS - William Siders, Information Technology Department Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Purchase Order for a Dell EMC XC740xdENT for ESXI Running Nutanix OS for ESXi 6.5, in the amount of $39,279.68, according to the specifications outlined in the provided Quotes # 3000063624740.1, in the amount of $39,000.00 and # 3000063608061.1 (Vendor Registry Quote # IT-Dell-EMC-XC740xdENT_Nutanix OS_2020), in the amount of $279.68; and

B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of a Dell EMC XC740xdENT Server for the Information Technology Department of Escambia County, Florida, to Dell, Inc., in the amount of $39,279.68, according to the specifications outlined in the provided Quotes.

Vendor/Contractor	**Fund**	**Amount**	**Contract/Agreement**
Dell, Inc.	001 – General Fund 270102 – Cost Center 56401 – Object Code	$39,279.68	Quote # 3000063624740.1, in the amount of $39,000.00 Quote # 3000063608061.1, in the amount of $279.68

6. Recommendation Concerning the Lease Agreement between Escambia County and Escambia Pensacola Human Relations Commission (EPHRC), for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to the Escambia Pensacola Human Relations Commission (EPHRC); and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Escambia Pensacola Human Relations Commission (EPHRC), for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of $1 per year.

BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER

7. Recommendation Concerning the Lease Agreement between Escambia County and Be Ready Alliance Coordinating for Emergencies (BRACE), for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

   That the Board take the following action:

   A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to BRACE, LLC; and

   B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and BRACE, LLC, for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

   Rent is to be paid to the County, in the amount of $1 per year.

   BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER.

8. Recommendation Concerning the Lease Agreement between Escambia County and the Gulf Coast Diplomacy Council for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

   That the Board take the following action:

   A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to the Gulf Coast Diplomacy Council; and

   B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Gulf Coast Diplomacy Council, for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

   Rent is to be paid to the County, in the amount of $1 per year.

   BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER.

9. Recommendation Concerning the Fiscal Year 2020/2021 Certification of Taxable Value - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of public hearings for the Fiscal Year 2020/2021 Budget:

A. Certify the millage rates for Fiscal Year 2020/2021 as follows:

County-wide Operating - 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685
Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public. The millage rates must be certified by August 4, 2020.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2019/2020;

B. Certify the proposed millage rates at 4.32% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2020/2021;

D. Schedule a Public Hearing on the Fiscal Year 2020/2021 Budget for September 8, 2020, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida;

E. Schedule a Public Hearing to adopt the Fiscal Year 2020/2021 non-ad valorem special assessment roll at 5:32 p.m., on September 8, 2020, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida; and

F. Schedule a Public Hearing to adopt the Fiscal Year 2020/2021 County-wide Budget at 5:31 p.m. on September 22, 2020, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida.

10. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
	Ten-8 Fire Equipment Vendor #: 200935 Fire Hose Tester Fund 352, LOST III Cost Center: 330228 Fire Services Capital Project	$25,609.60	N/A Quotes were obtained via Vendor Registry

[Funding Source: Fund 352, LOST III, Cost Center 330228, Fire Services Capital Project]

A request for quotations for a gas powered fire hose tester was posted on Vendor Registry, to receive quotes for a Fire Hose Tester System. NFPA recommends annual hose testing. This provides an opportunity to determine hose condition and if failure is likely, it will occur during this testing period opposed to during firefighting operations. A catastrophic hose failure during firefighting operations could mean the difference between life and death. The hose line is the firefighter's “lifeline” in more ways than one. The failure during operations could also mean additional damage from fire growth until another hose line can be put in place. Historically, testing has been done by internal staff utilizing the fire apparatus. It has been the experience of staff that immediately following the testing process, we would start to have pump failures and leakage. The purchase of the testing equipment will prevent any unnecessary damage to the pump. The price to replace a pump ranges from $1,100 to $6,500 and $6,500 to $22,000 to replace the transfer case and/or pump shaft. The purchase of the system will reduce the need to subject the fire apparatus to the additional stress of testing the hoses.

This request for quotations was emailed to 70 registrants in Vendor Registry. 18 firms opened and viewed the request for quotations. At closing on April 10, 2020, 3:00 p.m., one quotation had been received. Paul Nobles, Purchasing Manager, was notified of the one response and has advised that we could proceed with the purchase because an attempt was made to include all known vendors.

11. Recommendation Concerning a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action to approve and authorize the County Administrator to execute a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing, for $344,024.75 and approve funds and a reallocation to the project to fund this Change Order. An additional 20 contract days will be needed to complete this work:

A. Approve the reallocation of funds from the Muscogee Road Project and use of LOST III and LOST IV resurfacing funds as indicated below to the Fiscal Year 2019-2020 Resurfacing Project:

Fund	Cost Center	Project Number	Project Name	Amount
Fund 352, LOST III	210107	09EN0115	Muscogee Road Reallocation	$262,222.00
Fund 352, LOST III	210107	08EN0208	Resurfacing	$58,566.00
Fund 353, LOST IV	210106	18EN0238	FY 17-18 Resurfacing	$23,236.75
			Total	$344,024.75

B. Approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing Project. This Change Order will add 10 Mile Road from Palafox to Chemstrand Road, Baggett Court from "P" Street to the cul-de-sac, and additional graded aggregate base and subgrade stabilization for Stillbridge Road:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$344,024.75
Vendor:	Roads, Inc. of NWF
Project Name:	FY 19-20 Road Resurfacing Project
Contract:	PD 19-20.033
PO#:	201456
CO#:	1

Original Contract Amount:	$3,245,664.99
Cumulative Amount of Change Orders Through this CO:	$344,024.75
New Contract Amount:	$3,589,689.74

This Change Order includes roads located within Commission Districts 3, 4, and 5.

12. Recommendation Concerning Grant Agreement for Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies from the Office of Economic Adjustment, Department of Defense - Horace Jones, Development Services Department Director

That the Board take the following actions concerning award of a $250,000 Office of Economic Adjustment (OEA), Department of Defense, Grant Agreement for Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies:

A. Accept award of the Grant, for a total amount of $250,000, with a County match of 10% ($25,000);

B. Approve the Grant Agreement; and

C. Ratify the County Administrator's signature, as the community Authorizing Official, on the Grant Agreement and any related documents necessary on behalf of Escambia County, upload and submit to the OEA via the EADS II System in order to implement the Grant awards.

[Funding: Funds are available from Fund 102, Cost Center 360704]

13. Recommendation Concerning the Award of a Purchase Order, for General Laboratory Services, for Escambia County Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board authorize the County Administrator to sign a Purchase Order to ALS Group USA Corp./ALS Environmental, in the amount of $41,000. ALS Group USA Corp./ALS Environmental submitted a quote, in the amount of $35,674.50, and was found to be the lowest responsive vendor. This Purchase Order is for general laboratory analysis of the FDEP required collection of water samples by the Escambia County Water Quality Laboratory, which supports the Waste Services Department monitoring program.

The amount of the Purchase Order represents testing for both Fall 2020 and Spring 2021 testing events and also includes funding for re-testing of samples, if needed, due to possible sampling issues (i.e. contamination, re-sampling to confirm results, etc.).

Vendor/Contractor	Amount	Contract
ALS Group USA, Corp./ALS Environmental **Fund 401, Solid Waste Fund** Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services - $18,400 Cost Center 230309, Solid Waste Closed Landfills: Object Code 53401, Other Contractual Services - $21,500 Cost Center 230316, Solid Waste Recycling Object Code 53401, Other Contractual Services - $1,100	$41,000	Vendor Registry Request for Quotes

A Request for Quotes for General Laboratory Analytical Services for the Escambia County Waste Services Department Landfills was placed in Vendor Registry, with a deadline of July 1, 2020. Vendor Registry sent 88 notifications, representing 46 firms. The Request for Quotes was downloaded by 25 of the firms notified. Four responses were received.

14. Recommendation Concerning the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application - Tonya Ellis, Mass Transit Department Director

That the Board take the following action regarding the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application:

A. Adopt the Resolution and ratify the Chairman's signature;

B. Approve the submission of the Grant Application and ratify the County Administrator's signature;

C. Approve the Grant Agreement and ratify the County Administrator's signature; and

D. Approve the designation of the County Administrator as the registered agent.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

[Funding: The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $691,171. This Grant requires a 10% match. This amount, $76,797, is budgeted in Fund 104, Cost Center 320406]

15. Recommendation Concerning Change Order #4 to Southern Tires for the Mass Transit Departments Fleet Maintenance Tire Replacement - Tonya Ellis, Mass Transit Department Director

That the Board approve and authorize the County Administrator to execute Change Order #4 to Southern Tires, adding funds for the Purchase of Tires for the Mass Transit Fleet.

Department:	Mass Transit
Division:	Fleet Maintenance
Type:	Addition
Amount:	$40,000
Vendor:	Southern Tires
Project Name:	N/A
Contract:	25172500-19-ACS
Purchase Order #:	201026
Original Award Amount:	$10,000
Change Order # 1:	$20,000
Change Order # 2:	$10,000
Change Order # 3:	$7,563.40
Change Order # 4 (This Request):	$40,000
Total:	$87,563.40

On October 3, 2019, the Board authorized the issuance of Purchase Orders to Southern Tires up to $75,000 (split over multiple Mass Transit Cost Centers). It has been determined that $75,000 will not be enough to cover Tire Purchases to finish out Fiscal Year 2019/2020.

[Funding: Funds are available in Fund 104, Mass Transit, Cost Center 320401, Mass Transit Operations]

16. Recommendation Concerning Supplemental Budget Amendment #166, Jason Rogers, Public Safety Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110), in the amount of $19,949, to recognize proceeds from the State of Florida Division of Emergency Management (FDEM) Federally-funded Subaward and Grant Agreement G0137, Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S), and to appropriate these funds to assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021.

17. Recommendation Concerning Supplemental Budget Amendment #167, OEA Grant Appropriation, Horace Jones, Development Services Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #167, Other Grants and Projects Fund (110), in the amount of $225,000, to recognize proceeds from the Office of Economic Adjustment (OEA), Department of Defense, and to appropriate these funds for the Naval Air Station Compatible Use and Joint Land Use Studies project.

18. Recommendation Concerning Supplemental Budget Amendment #168, J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, Local Option Sales Tax IV (Fund 353), in the amount of $1,757,418, to recognize proceeds to be received from Emerald Coast Utilities Authority (ECUA) for an Interlocal Cost Sharing Agreement, and appropriate these funds for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2.

19. Recommendation Concerning a State of Florida, Division of Emergency Management State-Funded Subaward and Grant Agreement Number A0114 - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subaward and Grant Agreement Number 0114:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Subaward and Grant Agreement providing funds, in the amount of $105,806, to assist in enhancing daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period of July 1, 2020, through June 30, 2021;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant while certifying the following:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursement and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 21 Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (18) Mandated Conditions and Other Laws, Subsection (b) that "This Agreement shall be construed under the State of Florida, and venues for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330405]

20. Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement Number G0166:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds, in the amount of $109,650, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management, and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2020, through June 30, 2021;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (18) Mandated Conditions and Other Laws (b) "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

21. Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement Number G0137:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $19,949.43, to assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (18) Mandated Conditions and Other Laws, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330485]

22. Recommendation Concerning the Contract Award for Perdido Landfill, Phase 2, Landfill Mining - Patrick T. Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Thalle Construction Company, Inc., per the terms and conditions of PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining, in the amount of $7,612,711; and

B. Approve the remaining budget of $387,289, for contingency funding for similar and/or related tasks.

Florida Department of Environmental Protection (FDEP) requires an annual lifespan/cell capacity analysis be conducted (see Attachment A). This analysis is based on disposal rate, annual population growth rate, waste density and volume of active cell life remaining. The most recent analysis, conducted December 2019, indicated the end of life for existing Cell 1A to be January 2024. The future rate of increased waste generation will affect this timeline.

Design and construction of Cell 1B will take approximately 24 months. If the Agreement with Thalle Construction Company, Inc., (Thalle) for mining is approved, the design/construction timeline is extended by six months. Barring any unforeseen circumstances, the schedule to complete Cell 1B allows for a nine to 15-month contingency, to have Cell 1B in operation prior to the end of the estimated life span of Cell 1A. To ensure timely construction of Cell 1B, the design Contract is an item on this agenda for the Escambia County Board of County Commissioners (Board) consideration today.

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining was publicly noticed to 146 firms via Vendor Registry on November 19, 2019. The solicitation was viewed by 51 firms. Technical Proposals were received from three firms on January 2, 2020, and fee proposals on January 24, 2020. Thalle Construction Company, Inc., was deemed to be the most qualified and responsible firm with the lowest total cost.

Vendor/Contractor	Amount	Contract Number
Thalle Construction Company, Inc. Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	$7,612,711	PD 18-19.107

23. Recommendation Concerning the Contract Award for PD 19-20.026, Waste Services Section 5 Cell 1B Design - Patrick Johnson, Waste Services Department Director, through Paul Nobles Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the Terms and Conditions of PD 19-20.026, Waste Services Section 5 Cell 1B Design, in the amount of $972,222.

Vendor/ Contractor	Funding	Amount	Contract Number
HDR Engineering	Cost Center: 230315 SW Projects Object Code: 56301 Improvem'ts ... bldgs	$ 972,222	PD 19-20.026

The solicitation was issued via Government Forms Software to 352 registrants representing 218 firms.

24. Recommendation Concerning Contract Award for Crockett Street Drainage Improvements Phase II - Joy Jones, P.E., Engineering Department Director thru Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board Approve and Authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 19-20.068, Crockett Street Drainage Improvements Phase II for Services, in the amount of $266,495:

Vender/Contractor	Funding	Amount	Contract Number
Site and Utility, LLC	Fund: Name: Lost IV Fund Number: 353 Cost Center:210106 Object Code:56301 Project #19EN0535:	$266,495	PD 19-20.068

This project is located in Commission District 5.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Site and Utility Submittal
- Recommendation to Award Determination Checklist

25. Recommendation Concerning Exercising the First of Two Possible One-Year Renewal Periods for PD 18-19.041, Inmate Goods and Cleaning Supplies - William R. Powell, Department Director, Escambia County Corrections, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the first of two possible one-year renewals for an Indefinite Quantity, Indefinite Delivery, Multiple Awards Contract for PD 18-19.041, Inmate Goods and Cleaning Supplies, for a term of 12 months, effective August 1, 2020, for the Agreements between Escambia County and the following firms that did not request a price increase:

- Charm-Tex;
- Dees Paper Company, Inc.;
- Hill Manufacturing Company, Inc.;
- Supreme Paper Supplies, LLC.

B. Approve the first of two possible one-year renewals for an Indefinite Quantity, Indefinite Delivery, Multiple Awards Contract for PD 18-19.041, Inmate Goods and Cleaning Supplies, for a term of 12 months, effective August 1, 2020, for the Agreements between Escambia County and the following firms that requested price increases for some of the 374 items on the price list. These increases were reviewed and approved by the Corrections Department:

- Bob Barker Company, Inc., asked for changes to 255 items which, if all items were ordered from Bob Barker, would result in an estimated increase in pricing of 4.2% ($2,119.10);
- Charles Neely Corporation d/b/a PR Chemical and Paper Supply, asked for price changes on just three items which, if all three were ordered from this firm would result in an increase of 1.8% ($486.60);
- Interboro Packaging Corporation requested a price increase for three items which, if all three items were ordered from this firm would result in an increase of 14.9% but is only $113.11; and
- Merchants Paper Company, Inc., requested a price increase for nine items which, if all nine were ordered from this firm would result in an increase of 1.9% ($249.59).

Vendor	Funding	Solicitation
• Bob Barker Company, Inc. • Charm-Tex • Charles Neely Corporation d/b/a PR Chemical and Paper Supply	Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies	PD 18-19.041 Inmate Goods and Cleaning Supplies

• Dees Paper Company, Inc. • Hill Manufacturing Company, Inc. • Interboro Packaging Corporation • Merchants Paper Company, Inc. • Supreme Paper Supplies, LLC	Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies	
	Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies	
	Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies	

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Agreements Fully Executed (One each for the eight firms listed above)

26. Recommendation Concerning Contract Award for Onsite Employee Health Clinic Administration - Jana Still, Director, Human Resources through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and Marathon Health, LLC (Marathon), per the terms and conditions of PD 19-20.035, Onsite Employee Health Clinic Administration, for an annual fee of $1,026,676.95; and

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

B. Approve an extension with the current Escambia County employee health clinic (Clinic) vendor, Concentra, until September 30, 2020, in order to provide adequate time for the transition from Concentra to Marathon.

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER.

27. Recommendation Concerning the Funding for Five Flags Sertoma Club, "Food Baskets for the Needy" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $1,000 to Five Flags Sertoma Club, "Food Baskets for the Needy", from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

28. Recommendation Concerning the Approval to Issue a Purchase Order for Public Health "Mask Up Escambia" Campaign Postcard Mailer - Janice P. Gilley, County Administrator

That the Board approve and authorize the County Administrator to sign a Purchase Order to DLUX Printing, for Public Health "Mask Up Escambia" Campaign Postcard Mailer including postage, in the amount of $33,577.25.

COVID-19 CARES	
Vendor/Contractor	Amount
DLUX Printing	$33,577.25

III. For Discussion

1. Recommendation Concerning Local Government Area of Opportunity Funding for 9% Housing Tax Credit Applications - Clara Long, Neighborhood & Human Services Director

That the Board take the following action concerning Local Government Area of Opportunity funding for 9% Housing Tax Credit Applications through the Florida Housing Finance Corporation (FHFC):

A. Approve, and authorize the County Administrator to sign, the Local Government Verification of Contribution Loan Form, subject to legal review and signoff, in support of the Local Government Area of Opportunity for 9% Housing Tax Credits under RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties for Leah Gardens, in the amount of $460,000, with funding to be provided by the Escambia County Housing Finance Authority; **OR**

B. Support the provision of funds for a Local Government Area of Opportunity, in the amount of $460,000, as required by RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties, to support one multi-family development Application, with funding to be provided by SHIP and Affordable Housing funds; and

C. Approve the local Application form and timelines, to include some flexibilities regarding local community meetings due to COVID-19.

Vendor/Contractor	Funding	Amount	Contract Number
Vendor: TVC Development (Leah Gardens) **OR** Vendor: TBD	Escambia County Housing Finance Authority **OR** Fund 120/2021 SHIP, Cost Center 370208 [$100,000] and Fund 124/Affordable Housing, Cost Center 370290 [$360,000]	$460,000	N/A

2. Recommendation Concerning the Escambia County Health Department Administrator - Janice P. Gilley, County Administrator

That the Board concur with the Florida State Surgeon General, Dr. Scott Rivkees, on the appointment of Marie Mott as the Administrator of the Florida Department of Health in Escambia County.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-81; and

B. Extension of Escambia County State of Local Emergency.

II. For Discussion

1. Recommendation Concerning Agricultural/Rural FLU Comprehensive Plan Amendment.

   At the request of Commissioner Barry, that the Board discuss the Agricultural/Rural FLU Comprehensive Plan Amendment.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18198 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 07/16/2020
Issue: Retirement Proclamations
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamations.

Recommendation: That the Board ratify the following retirement Proclamations:

A. The Proclamation dated December 27, 2019, commending and congratulating Olga D. Crum, Corrections Department, on 26 years of service;

B. The Proclamation dated December 27, 2019, commending and congratulating Clinton E. Powell, Public Works Department, on 27 years of service;

C. The Proclamation dated December 27, 2019, commending and congratulating Cheryl C. Watts, Public Safety Department, on 22 years of service;

D. The Proclamation dated May 29, 2020, commending and congratulating Emil L. Avenarius, Building Services Department, on 31 years of service; and

E. The Proclamation dated June 17, 2020, commending and congratulating John S. Dosh, Public Safety Department, on 33 years of service.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

retprocs071620

PROCLAMATION

***WHEREAS**, Olga D. Crum worked as a County employee very faithfully for 26 years, retiring as a Jail Custodial Worker with the Corrections Department, Jail Division; and*

***WHEREAS**, Olga D. Crum was an invaluable member of the Corrections team and a true asset to the agency; and*

***WHEREAS**, Olga D. Crum has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and*

***WHEREAS**, Olga D. Crum must be commended for her professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Olga D. Crum will be deeply missed by her friends and colleagues and her leadership skills were stellar.*

***NOW, THEREFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends, and congratulates Olga D. Crum on her retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Olga D. Crum for 26 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman, District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

SEAL

By: Deputy Clerk

Dated: December 27, 2019

PROCLAMATION

WHEREAS, *Clinton E. Powell started his career with the Escambia County School District, and retired from the Escambia County Board of County Commissioners' Public Works Department, Roads Division as an Equipment Operator II, with 27 years of service with Escambia County; and*

WHEREAS, *Mr. Powell has been an integral member of the Roads Division, District 5 crew as the primary boom ax operator; and*

WHEREAS, *Mr. Powell consistently provided excellent service to the citizens of Escambia County through all his assigned duties, mainly operating a boom ax in the northern half of the County to trim bushes and trees along the roadways and ensure the rights-of-way were free from obstructions and safe for public travel; and*

WHEREAS, *Mr. Powell is to be commended for his professional and personal dedication and service to the Public Works Department.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Clinton E. Powell on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Clinton E. Powell for 27 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman, District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT
SEAL

Deputy Clerk

Dated: December 27, 2019

PROCLAMATION

WHEREAS, *Cheryl C. Watts worked as a County employee very faithfully for 22 years, serving the citizens of Escambia County, retiring as a Senior Office Support Assistant, Medical Billing, at the Public Safety Department; and*

WHEREAS, *Cheryl began her employment as an Office Assistant I on April 7, 1997, promoting to an Accounting Specialist I, an Administrative Clerk II, and an Accounting Specialist II; serving at the Sheriff's Department and the Clerk of the Courts, and at the Board of County Commissioners in County Administration, the Purchasing Office, and the Public Safety Department; and*

WHEREAS, *Cheryl represented Public Safety with her excellent skills and service. She worked during numerous emergency activations, as well as, other local disasters affecting the citizens of Escambia County.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Cheryl C. Watts, on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Cheryl C. Watts for 22 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman, District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

SEAL

Deputy Clerk

Dated: December 27, 2019

PROCLAMATION

WHEREAS, *Emil L. Avenarius worked as a County employee very faithfully for 31 years, retiring as a Building Codes Enforcement Officer with the Building Inspections Division, Building Services Department; and*

WHEREAS, *Mr. Avenarius has been an invaluable member of the Building Services team since July of 2006, when he accepted his position with the Building Inspections Division; and*

WHEREAS, *Mr. Avenarius has worked diligently to promote the health, safety, and welfare of Escambia County citizens by investigating fraudulent contractors, unpermitted construction, and licensed contractor complaints; and*

WHEREAS, *Mr. Avenarius obtained his Investigation Certification in August of 2008, his Advanced Investigation Certification in November of 2010, and his Specialized Investigation Certification in December of 2018; and*

WHEREAS, *Mr. Avenarius has demonstrated exemplary ability in the performance of the job tasks assigned to him and his outstanding customer service skills; and*

WHEREAS, *Mr. Avenarius must be commended for his professional and personal dedication and service to the Building Services Department; and*

WHEREAS, *Mr. Avenarius will be deeply missed by his friends and colleagues.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Emil L. Avenarius on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Emil L. Avenarius for 31 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman, District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Dated: May 29, 2020

PROCLAMATION

WHEREAS, *John S. Dosh worked as a County employee very faithfully for 33 years, serving the citizens of Escambia County, retiring as the Interim Public Safety Department Director; and*

WHEREAS, *Mr. Dosh began his career with Escambia County on June 23, 1985; and*

WHEREAS, *during his career with Escambia County, he served as a Relief Communications Specialist II at the Facilities Management Department; as a Corrections Officer at the Escambia County Jail; as the Emergency Management Training and Operations Officer at the Public Safety Department, and as Division Manager of Emergency Management at the Public Safety Department; and*

WHEREAS, *Mr. Dosh's service and expertise allowed him to fill the role of Interim Public Safety Department Director; and*

WHEREAS, *during his time with the County, he collaborated with numerous local, state, and national agencies, monitoring emergency situations closely; and*

WHEREAS, *Mr. Dosh worked during multiple emergency activations, including hurricanes, tornadoes, oil spills, ice storms, floods, the COVID-19 pandemic, and many other local disasters affecting the citizens of Escambia County.*

NOW, THEREFORE BE IT PROCLAIMED, *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates John S. Dosh on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to John S. Dosh for 33 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Robert Bender, Vice Chairman, District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

SEAL

Deputy Clerk

Dated: June 17, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18208 **Written Communication 7. A.**
BCC Regular Meeting
Meeting Date: 07/16/2020
Issue: Written Communication from Daniel Iwata Regarding Code Enforcement Fines and Penalties
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:
July 6, 2020, communication from Daniel Iwata concerning Code Enforcement fines and penalties.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments
Documents from Daniel Iwata

July 6, 2020
Date: ~~February 25, 2019~~

To: Mr. Robert Bender, Commissioner 4 District

From: Daniel Iwata, PO Box 4041, Pensacola, FL 32507

July 16, 2020 BCC Meeting Written Communication
SUBJ: ~~March 7, 2019 Public Forum~~

July 16, 2020
Respectfully request 5 minutes at ~~March 7, 2019~~ public forum to present my situation.

I am asking for your immediate action to order the Development Services Department (Horace Jones) to cease their illegal action of demanding fines and penalties.

A tree was removed in summer of 2016 from my property (8421 Country Walk Drive, Pensacola, FL) . I was cleared from all wrongdoing by the Special Magistrate (January 15, 2019 See Court Order) but ordered to obtain a Tree Permit.

I submit my Tree permit application but Development Services Department (Horace Jones) insists on applying fines and penalties as a **precondition** to issuing a Tree Permit (See Attached fines calculation).

However, the Orders from the Special Magistrate clearly prohibits such action (See Order attached).

Private Attorneys I have consulted concur I am not responsible for any fines or penalties. Only permit fees.

I am being fined $25/day as this issue has not been resolved.

I have attached: a) fines and penalties calculations - Code Enforcement b) Court Order c) Excerpts from Code of Ordinances and Design Standards Manual as appears in the Court Order

If you need additional information please do not hesitate to call. 291-3203

Thank you for your consideration.

Daniel Iwata

Daniel Iwata
Resident District 4
danielmasami@att.net

email to: jhwitter@myescambia.com
district4@myescambia.com

January 14, 2019

Unpermitted "Protected" Tree removal penalty calculations for 8421 Country Walk Dr. Mr. Daniel Iwata. Active Escambia County Environmental Code Enforcement cased #CE160602014, issued June 14, 2016:

Multiple trees were cut down at this site in June 2016 as observed and photographed by Escambia County Environmental Enforcement Staff. Based on site photos, *approximately* one (1) of those would have been considered "Protected" based on code criteria. Total tree trunk diameter is estimated at 12"+. An Oak Tree twelve inches (12") or greater is considered "Protected" in Escambia County.

Unpermitted protected tree removal calculations per Escambia County Land Development Code (LDC), Chapter 5- General Development Standards, Article 7 Landscaping, Section 5-7.4- Tree Protection & Preservation, subsection (b) Violations, (1) Tree Removal:

12" -Total DBH of Protected Tree removed without County authorization. Measurement estimated and reduced, to minimum, based on prior site photos by Escambia County Environmental Enforcement Staff.

/ 2.5 -Minimum caliper inches of replacement trees.

4.8 -Standard, required number of standard replacement trees per LDC, Design Standards Manual (DSM), Chapter 2- Environmental, Article 2- Landscaping, Section 2-5- Tree Removal and Replacement, subsection 2-5.2- Replacements for Removal- (e)- Replacement Fee, (2)- Calculation.

(4) -Further Reduction granted

X $350 -Unit cost of standard replacement tree per County fee schedule

$1,400 -Total penalty for unauthorized removal of 1, 12" Protected Tree per Escambia County regulations.

Tree *permit* calculations.

$105 -Tree Removal Permit cost per fee schedule.
X 4 -"Permit violation- 4x fee" per fee schedule
$420 - Total cost for After-the-fact Tree Removal *permit violation*.

$ 1,400
+ $420
$1,820 -Total cost for after-the-fact Tree Removal Permit & associated tree violation penalty fees as required by County Code (see references attached).

Received Feb 20, 2019

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

IWATA, DANIEL M
P O Box 4041
PENSACOLA, FL 32507

RESPONDENT

CASE NO: CE160602014
LOCATION: 8421 COUNTRY WALK DR A
PR#: 201S301150031002

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Daniel Iwata as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues.

- ☐ 42-196 (a) Nuisance Conditions
- ☐ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☐ 42-196 (d) Overgrowth

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐(a)☐(b)☐(c)☐(d)☐(e)☐(f)☐(g)☐(h)☐(i)☐(j)☐(k)☐(l)☐(m)☐(n)☐(o)☐(p)
☐(q)☐(r)☐(s)☐(t)☐(u)☐(v)☐(w)☐(x)☐(y)☐(z)☐(aa)☐(bb)☐(cc)☐(dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commericial in residential and non-permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign Row

☐ LDC Sec 4-7.9 Outdoor Storage_____

☑ Other 2-3.6 Removal of structure from

☑ Other 2-3.1 Heider not applicable

☐ Other 2-3.1

☑ Other 5.74 Trespassing and placement

☐ Other_____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT** shall have until 2-14, 2014 to correct the violation and to bring the violation into compliance.

Corrective action shall include:

☐

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing

☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.

☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods

☐ Immediately cease burning and refrain from future burning

☐ Remove all refuse and dispose of legally and refrain from future littering

☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity

☑ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☑ Other pay all required fees

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25 per day, commencing 2-15, 2016. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you. These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of $ 310 are awarded in favor of Escambia County as the prevailing party against IWATA, DANIEL M

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec.162.09 (1), Fla. Stat., and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 15th day of January, 2019.

Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

Certified to be a true copy of the
Original on file in this office
ESCAMBIA COUNTY ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE.
By: Janice Dally
Date: 1-16-19

Sec. 2-3.6 - Removal of protected trees.

A tree removal permit is required prior to removing or otherwise causing unnatural decline by irreparable injury to any protected treeunless that activity is authorized through site development or other compliance review provisions of this chapter. The process to authorize the removal of a protected tree is established in the DSM.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015)

2-3 - Tree protection and preservation.

2-3.1 *Approval required.* Unless exempt from protection as provided in this article, no person shall remove or otherwise willfully cause harm to any of the following treeson either public or private property, including rights-of-way, without first obtaining appropriate authorization from the county:

(a) *12-inch diameter.* Any tree 12 inches or greater in diameter at breast height (DBH).

(b) *Sand live oaks.* Any sand live oak (Quercus geminata) tree having five or more total stems (trunks), or having any three or more stems each three inches or greater in diameter (DBH); and located on Pensacola Beach or Perdido Key, or within any shoreline protection zone.

(c) *Required* trees. Any tree planted or preserved to meet tree replacement or landscape requirements of the LDC, or other specific conditions of county approval.

(d) *Heritage* trees. A protected tree 60 inches or greater in diameter (DBH). Such large mature trees providing proportionately more of the benefits associated with trees, and often defining the local landscape, shall have a greater protected status as prescribed in this article.

Sec. 5-7.4 - Tree protection and preservation.

(a) *General.* Tree protection and preservation requires reasonable assurance through the application of professional arboriculture standards that a healthy treewill remain so. Adverse changes in natural site conditions are often unavoidable, but the provisions of this section consolidate and simplify standards needed to achieve meaningful tree protection and preservation within the development. The DSM chapter 2, tree protection and preservation section establishes the provisions for the treeapproval, prohibited acts, tree preservation, and treeprotection areas.

(b) *Violations.* All applicable tree protection and preservation standards of this article shall be documented on county-approved development plans. Failure to comply with such standards will subject the development to site inspection failures, code enforcement citations and penalties. All penalties resulting from the enforcement of the provisions of this article shall be deposited in the tree restoration fund in the same manner and for the same purposes prescribed for unplanted mitigation.

Regardless of the association with any proposed or approved development, complaints of violation of the standards of this article will be investigated by county code enforcement officials who have the authority and responsibility to enforce the provisions of the LDC through the issuance of written citations according to the provisions of chapter 30, code enforcement, part I, Escambia County Code of Ordinances.

(1) Tree *removal.* The penalty for the unauthorized removal of a protected tree, including its effective removal by irreparable injury causing an unnatural decline, shall be the cost necessary to replace the total tree trunk diameter (DBH) inches removed with the same total caliper inches of standard replacement trees according to the current adopted fee schedule. Where the actual DBH of the removed tree cannot be directly measured, county officials may estimate the size from any tree remains, photographs, or other reliable evidence. Additionally, if a standard arboricultural assessment of the pre-removal treeconditions warrants, county officials may reduce the penalty accordingly but to no less than the fee schedule cost of one standard replacement tree.

(2) Tree *damage.* If a protected tree has sustained irreparable damage to its normal growth character by topping, "hat racking," or other pruning exceeding 30 percent of total canopy, the fine may be based on the total caliper inches of limbs removed, up to the trunk diameter (DBH) and full tree replacement may be required. If a standard arboricultural assessment of the pre-damage tree conditions warrants, county officials may reduce the penalty accordingly.

(3) Protection *barriers.* The penalty for the failure to install or maintain one or more tree protectionbarriers required by county development approval shall be the cost of one standard replacement treeaccording to the current adopted fee schedule. Subsequent citations on the same site for failure to install or maintain the required barriers shall be the cost of a standard replacement tree for each uninstalled or unmaintained barrier.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18241 **Written Communication 7. B.**
BCC Regular Meeting
Meeting Date: 07/16/2020
Issue: Santa Rosa Island Authority "Food Truck" Pilot Program
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
July 9, 2020, communication from Paolo Ghio, Santa Rosa Island Authority, regarding a "Food Truck" Pilot Program at Park West and Park East.

BACKGROUND:
The Santa Rosa Island Authority is proposing a pilot program comprising of four "food truck" events to take place on Pensacola Beach at Park West and Park East only. Two events would take place on designated weekends in September 2020 and two events would take place on designated weekends in October 2020. The purpose of the pilot program is to test the viability of permanent food truck operations on Pensacola Beach at Park East and Park West only.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
To facilitate this pilot program, the Santa Rosa Island Authority requests the BCC to not enforce Article 7, Sec 4-7.13(4) (Zoning Districts), only on the dates of the four events referenced herein, only at Park East and Park West.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Santa Rosa Island Authority Food Truck Pilot Program

SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Brigette Brooks
Chairwoman

Thomas Campanella
Vice Chairman

Jerry Watson
Secretary Treasurer

Liz Callahan
Acting Secretary Treasurer

Bubba Peters
Member

Karen Sindel
Member

July 9, 2020

Dear Chairman Barry,

The SRIA is proposing a pilot program comprising four "food truck" events to take place on Pensacola Beach at Park West and Park East only. Two events would take place on designated weekends in September 2020 and two events would take place on designated weekends in October 2020. The purpose of the pilot program is to test the viability of permanent food truck operations on Pensacola Beach at Park East and Park West only.

These events are designed to have food trucks set up and sell their food to the public, only at Park East and Park West.

To facilitate this pilot program, the SRIA hereby requests the BCC to not enforce Article 7, Sec 4-7.13 (4) (zoning districts) only on the dates of the four events referenced herein and only at Park East and Park West.

On behalf of the SRIA Board, we appreciate your consideration of this request.

Sincerely,

Paolo Ghio

Paolo Ghio CFM

SRIA

Executive Director

Director of Environment/Development Services

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18153 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 07/16/2020

Issue: 9:01 a.m. Public Hearing to Adopt Ordinance to Establish Motorboat Exclusion Zone Surrounding Innerarity Point Park Swimming & Paddlecraft Launch Area

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of adopting an Ordinance establishing a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance establishing a Motorboat Exclusion Zone surrounding the Innerarity Point Park swimming area and paddlecraft launch area.

BACKGROUND:

Section 327.46(1)(b)3.a., Florida Statutes, authorizes Counties to enact an Ordinance creating a vessel exclusion zone if the area is designated as a public bathing beach or swim area, and Section 327.46(1)(c)3.a., Florida Statutes, authorizes Counties to enact an Ordinance creating a vessel exclusion zone if the area is reserved exclusively as a canoe trail or other limited to vessels under oar.

The Innerarity Point Park includes both a public swimming area and paddlecraft launch area reserved exclusively for vessels under oar and are adjacent to the Intracoastal Waterway, and do not include the navigable area of Intercoastal Waterway. Any vessel traffic in and around the Swimming Area and any motorboat traffic in and around the Paddlecraft Launch Area of Innerarity Point Park constitutes a real and present danger. The Innerarity Point Park pier is neither designed nor engineered to accommodate any vessel, barge, or floating structure, and the Board of County Commissioners desires to enact a motorboat exclusion zone to mitigate such risks.

BUDGETARY IMPACT:

No budgetary impact associated with this Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Matthew R. Shaud, Assistant County Attorney, drafted the Ordinance.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

Marine Resources Division, under the Department of Natural Resources Management, will coordinate with the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission.

Attachments

PNJ Notarized Affidavit of Publication

Ord-Motorboat Exclusion Innerarity

PENSACOLA News Journal pnj.com

Beth Haley
Escambia Co. aattorney
221 PALAFOX PLACE SUITE 430
PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF INTENT TO ADOPT

as published in said newspaper in the issue(s) of:

07/04/20

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of July 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires 9/19/21

# of Affidavits 1

Publication Cost: $156.66
Ad No: 0004253070
Customer No: PNJ-26717750

This is not an invoice

VICKY FELTY NOTARY PUBLIC STATE OF WISCONSIN

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **July 16, 2020 at 9:01 a.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 74, ARTICLE I, SECTION 74-15 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH A MOTORBOAT EXCLUSION ZONE SURROUNDING THE INNERARITY POINT PARK SWIMMING AREA AND PADDLECRAFT LAUNCH AREA; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact County Administration at (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
Legal No. 4253070 July 4, 2020

ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 74, ARTICLE I, SECTION 74-15 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH A MOTORBOAT EXCLUSION ZONE SURROUNDING THE INNERARITY POINT PARK SWIMMING AREA AND PADDLECRAFT LAUNCH AREA; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 327.46(1)(b)3.a., Florida Statutes, authorizes counties to enact an ordinance creating a vessel exclusion zone if the area is designated as a public bathing beach or swim area; and

WHEREAS, Section 327.46(1)(c)3.a., Florida Statutes, authorizes counties to enact an ordinance creating a vessel exclusion zone if the area is reserved exclusively as a canoe trail or otherwise limited to vessels under oar; and

WHEREAS, the Innerarity Point Park includes both a public swimming area and a paddlecraft launch area reserved exclusively for vessels under oar; and

WHEREAS, the Innerarity Point Park Swimming Area and Paddlecraft Launch Area are adjacent to the Intracoastal Waterway and do not include the navigable area of the Intracoastal Waterway; and

WHEREAS, any vessel traffic in and around the Swimming Area and any motorboat traffic in and around the Paddlecraft Launch Area of Innerarity Point Park constitutes a real and present danger; and

WHEREAS, the Innerarity Point Park pier is neither designed nor engineered to accommodate the launching, docking, mooring, or otherwise securing of any vessel, barge, or floating structure; and

WHEREAS, the Board of County Commissioners desires to enact a motorboat exclusion zone to mitigate such risks.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Creation. Chapter 74, Article 1, Section 74-15 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 74-15. Innerarity Point Park Motorboat Exclusion Zone

(1) Title. This Section shall be known as the "Innerarity Point Park Motorboat Exclusion Zone Ordinance," may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. Pursuant to the authority vested in the Board of County Commissioners pursuant to Sections 327.46 and 327.60, Florida Statutes, as amended, this Section is adopted with the intent to protect the interests of the public and to establish and enforce a motorboat exclusion zone, at all times, in the waters of the Swimming Area and Paddlecraft Launch Area of Innerarity Point Park.

b. The intermingling of vessels under oars with motorboats endangers vessel traffic safety and human life in the waters of the Swimming Area and Paddlecraft Launch Area of Innerarity Point Park.

c. The Swimming Area and Paddlecraft Launch Area of Innerarity Point Park shall be reserved for swimmers and vessels under oar, respectively, and as a result, group separation must be imposed to protect the maritime safety of those participating in such activities.

(3) Definition. When used in this Section, the following words shall have the indicated meaning unless the context clearly indicates otherwise:

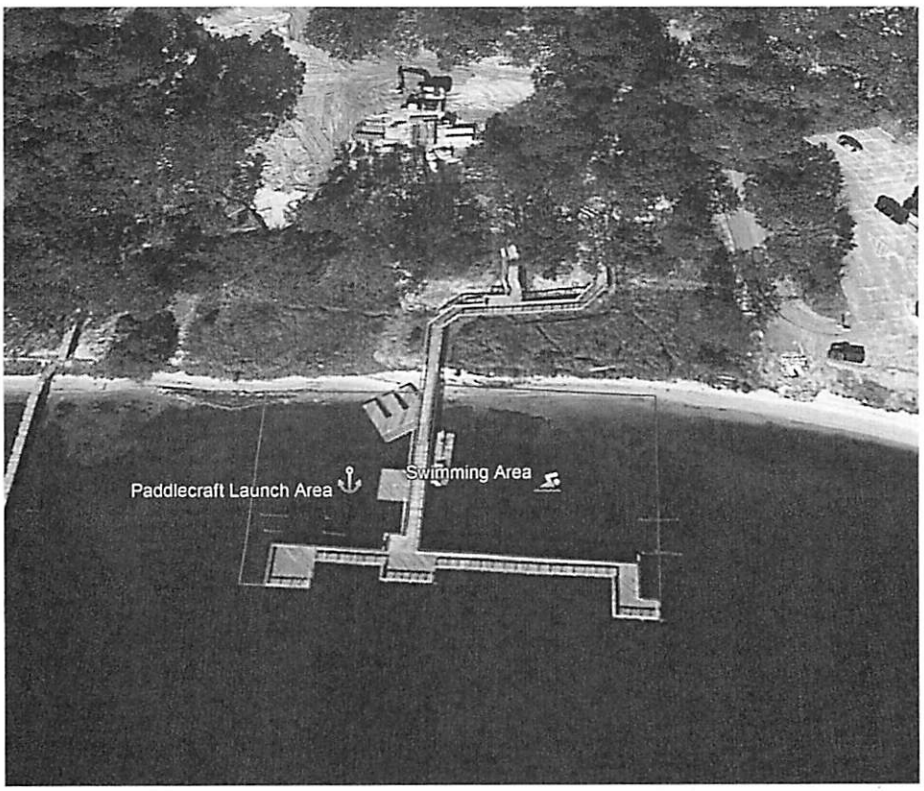
a. Barge means a vessel that does not have living quarters, is not propelled by its own power, and is designed to be pushed or pulled by another vessel.

b. Floating structure means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water, but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to: an entity used as a residence, place of business, or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility; or a mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term "vessel" provided in this section. Incidental movement upon water or resting partially or entirely on the bottom

does not, in and of itself, preclude an entity from classification as a floating structure.

c. Innerarity Point Park Paddlecraft Launch Area shall mean the body of water between the end of the Innerarity Point Park pier and the dry sand beach, extending approximately 70 feet west from the central pier portion, and is generally depicted in the map below.

d. Innerarity Point Park Swimming Area shall mean the body of water between the end of the Innerarity Point Park pier and the dry sand beach, extending approximately 106 feet east from the central pier portion, and is generally depicted in the map below:



e. Motorboat means a vessel equipped with machinery for propulsion, irrespective of whether the propulsion machinery is in actual operation.

f. Vessel shall have the same meaning as described in Section 327.02, Florida Statutes, as amended, which meaning is synonymous with boat as referenced in Section 1(b), Art. VII of the Florida Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

(4) Prohibition.

a. It shall be a violation of this Section to operate a vessel, at any time, in the Innerarity Point Park Swimming Area.

b. Except as provided for below, it shall be a violation of this Section to operate a motorboat, at any time, in the Innerarity Point Park Paddlecraft Launch Area.

   i. The Paddlecraft Launch Area vessel exclusion applies to all motorboats, including but not limited to, those powered by combustion motor, electric motor, or pump-jet.
   ii. The Paddlecraft Launch Area shall be used only by vessels under oar power and other paddlecraft, including but not limited to, canoes, kayaks, pedal boats, and paddle boards.

c. No person shall launch, dock, remove, or otherwise secure any vessel, barge, or floating structure to, or embark or disembark any passenger or charter parties from, the Innerarity Point Park pier, except in cases of emergency involving safety to life or property.

(5) Enforcement. The Board of County Commissioners hereby designates both the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, as the enforcement officers for Escambia County, who shall be charged with the responsibility of enforcing the provisions of this Section.

(6) Penalty. Upon the placement of regulatory markers permitted by the division of marine resources, any person who shall violate any provision of this Section, or who shall fail to appear or otherwise properly respond to a citation shall be punished as provided by Section 327.73, Florida Statutes, as amended.

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

Section 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68,

Florida Statutes, and the sections, subsections, and other provisions of this ordinance may be renumbered or re-lettered, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. Pursuant to Sections 125.66 and 327.46, Florida Statutes, this Ordinance shall not become effective until approved by the Florida Fish and Wildlife Conservation Committee and filed with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

Approved as to form and legal sufficiency.

By: Matthew R. Shaud
Title: Assistant County Attorney
Date: 7/6/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18166 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 07/16/2020

Issue: 9:02 a.m. Public Hearing to Adopt Ordinance - Establish "Slow Speed-Minimum Wake" Zone in Certain Eastern Portion Bayou Garcon/Eastern Tributary Creek

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

9:02 a.m. Public Hearing for consideration of adopting an Ordinance establishing a "Slow Speed-Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance establishing a "Slow Speed-Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

BACKGROUND:

Section 327.46(1)(b)2.c., Florida Statutes, authorizes Counties to enact an Ordinance establishing a Slow Speed - Minimum Wake area on a creek, stream, canal, or similarly linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

The portion of Bayou Garcon and its tributary creek east of 30o19'24.84" N, 87o25'19.32" W, is less than 75 feet in width from shoreline to shoreline. Because of the sinuous nature and narrow dimensions of the creek, and obstructed visibility due to tall shoreline vegetation, high speed vessel traffic in and around the waters east of 30o19'24.84" N, 87o25'19.32" W, constitutes a real and present danger.

BUDGETARY IMPACT:

No budgetary impact associated with this Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Matthew R. Shaud, Assistant County Attorney, drafted the Ordinance.

PERSONNEL:

No impact to personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F. S. 166.41.

IMPLEMENTATION/COORDINATION:

Marine Resources Division, under the Department of Natural Resources Management, will coordinate with the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission.

Attachments

PNJ Notarized Affidavit of Publication

Ord-Slow Speed Bayou Garcon

PENSACOLA News Journal pnj.com

Beth Haley
Escambia Co. aattorney
221 PALAFOX PLACE SUITE 430
PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF INTENT TO ADOPT

as published in said newspaper in the issue(s) of:

07/04/20

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of July 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

9-19-24

My commission expires

# of Affidavits 1

Publication Cost: $182.18
Ad No: 0004262684
Customer No: PNJ-26717750

This is not an invoice

VICKY FELTY NOTARY PUBLIC STATE OF WISCONSIN

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on July 16, 2020 at 9:02 a.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; CREATING VOLUME 1, CHAPTER 74, ARTICLE I, SECTION 74-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH A "SLOW SPEED - MINIMUM WAKE" ZONE IN A CERTAIN EASTERN PORTION OF BAYOU GARCON AND ITS EASTERN TRIBUTARY CREEK; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.
Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact County Administration at (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 0004262684 July 4, 2020

ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 74, ARTICLE I, SECTION 74-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH A "SLOW SPEED – MINIMUM WAKE" ZONE IN A CERTAIN EASTERN PORTION OF BAYOU GARCON AND ITS EASTERN TRIBUTARY CREEK; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 327.46(1)(b)2.c., Florida Statutes, authorizes counties to enact an ordinance establishing a Slow Speed – Minimum Wake area on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline; and

WHEREAS, the portion of Bayou Garcon and its tributary creek east of 30°19'24.84" N, 87°25'19.32" W, is less than 75 feet in width from shoreline to shoreline; and

WHEREAS, because of the sinuous nature and narrow dimensions of the creek, and obstructed visibility due to tall shoreline vegetation, high speed vessel traffic in and around the waters east of 30°19'24.84" N, 87°25'19.32" W, constitutes a real and present danger.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Creation. Chapter 74, Article 1, Section 74-14 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 74-14. Bayou Garcon "Slow Speed – Minimum Wake" Zone

(1) Title. This Section shall be known as the "Bayou Garcon 'Slow Speed – Minimum Wake' Zone Ordinance," may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings. Pursuant to the authority vested in the Board of County Commissioners pursuant to Sections 327.46(1)(b)2.c. and 327.60, Florida Statutes, as amended, this Section is adopted with the intent to protect the interests of the public and to establish and enforce a "Slow Speed – Minimum Wake" zone in the eastern waters of Bayou Garcon and the tributary creek east of the point located at 30°19'24.84" N, 87°25'19.32" W.

(3) Definition. When used in this section, the following words shall have the indicated meaning unless the context clearly indicates otherwise:

a. Slow Speed – Minimum Wake indicates a boating restricted area which has been established to protect the safety of the public. "Slow Speed – Minimum Wake" means that a vessel must be fully off plane and completely settled into the water. It may not proceed at a speed greater than that speed which is reasonable and prudent to avoid the creation of an excessive wake or other hazardous condition under the existing circumstances.

(4) Violation. Violation of the speed limitations within the "Slow Speed – Minimum Wake" zone in the waterway east of 30°19'24.84" N, 87°25'19.32" W is hereby prohibited during all hours and all seasons.

a. The point of demarcation is generally depicted in the map below:

(5) Enforcement. The Board of County Commissioners hereby designates both the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, as the enforcement officers for Escambia County, who shall be charged with the responsibility of enforcing the provisions of this Section.

(6) Penalty. Upon the placement of regulatory markers permitted by the division of marine resources, any person who shall violate any provision of this section, or who

shall fail to appear or otherwise properly respond to a citation shall be punished as provided by Section 327.73, Florida Statutes, as amended.

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

Section 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and the sections, subsections, and other provisions of this ordinance may be renumbered or re-lettered, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By: Matthew R. Shaud

Title: Assistant County Attorney

Date: 7/6/2020

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-18147 **Clerk & Comptroller's Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/16/2020
Issue: May 2020 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the May 31, 2020 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2020, as required by Ordinance Number 95-13. On May 31, 2020, the portfolio market value was $309,102,744 and portfolio earnings totaled $508,094 for the month. The short term portfolio achieved a yield of 1.13%. The long-term CORE portfolio achieved a yield of 0.29%.

Attachments

May 2020 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
May 31, 2020

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
May 31, 2020

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value April 30, 2020	Market Value May 31, 2020
Bank Accounts	$17,411,298	$18,845,200
Local Government Investment Pools[1]	$124,458,141	$109,531,788
Local Government Investment Pools[2]	$25,176,380	$25,309,236
Certificates of Deposit	$62,243,228	$62,243,228
Money Market Mutual Fund	$654,854	$874,530
U.S. Treasury Bond/Notes	$66,401,417	$61,770,309
Federal Agency Bond/Note	$5,410,089	$9,059,783
Municipal Bonds	-	$76,266
Asset-Backed Securities (ABS)	$708,279	$711,884
Corporate Notes	$19,675,732	$20,680,520
Total Portfolio Assets:	**$322,139,417**	**$309,102,744**
Current Month Earnings:	**$536,731**	**$508,094**
Fiscal Year to Date Earnings:	**$3,629,028**	**$4,137,122**

[1] FL PRIME, FLCLASS, FL-FIT
[2] FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	April 30, 2020	May 31, 2020
Market Value	**$229,289,047**	**$215,929,452**
Short Term Portfolio Yield:[3]	**1.25%**	**1.13%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.60%	0.43%
Fiscal YTD Earnings:	**$2,646,706**	**$2,950,868**

LONG TERM CORE PORTFOLIO:	April 30, 2020	May 31, 2020
Market Value	**$92,850,370**	**$93,173,292**
CORE Portfolio Yield to Maturity at Market:	**0.39%**	**0.29%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.20%	0.18%
CORE Portfolio Total Return:	**0.51%**	**0.22%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.04%	0.07%
Effective Duration (Years)	**1.76**	**1.79**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.87	1.90
Fiscal YTD Earnings:	**$982,323**	**$1,186,254**

[3] Short Term Yield calculated without BoA Operating Accounts (ECR)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
May 31, 2020

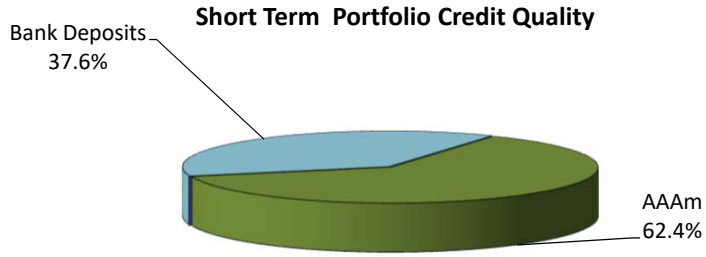
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 18,845,200	8.7%
Certificates of Deposit	62,243,228	28.8%
Local Government Investment Pools*	109,531,788	50.7%
Local Government Investment Pools**	25,309,236	11.7%
Total Short Term Portfolio Assets:	**$ 215,929,452**	100.0%

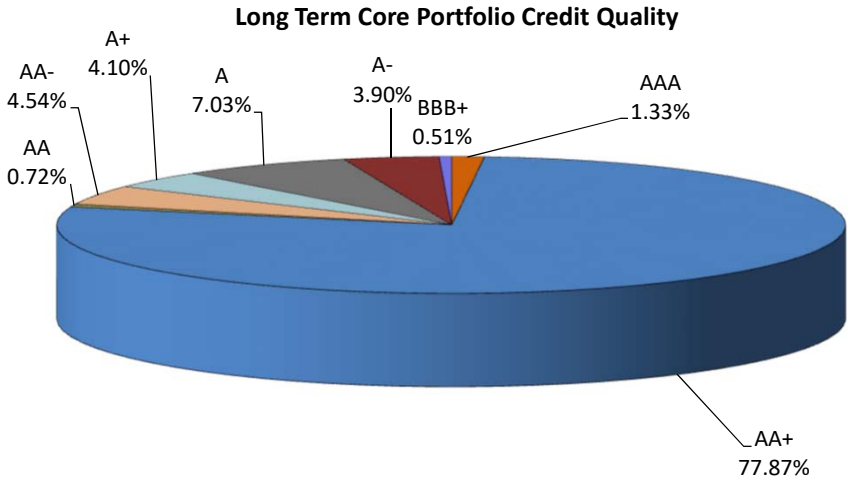
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 61,770,309	66.3%
Federal Agency Bond / Note	9,059,783	9.7%
Corporate Note	20,680,520	22.2%
Municipal Bonds	76,266	0.1%
Asset-Backed Securities (ABS)	711,884	0.8%
Money Market Mutual Fund - Federated Government	874,530	0.9%
Total Long Term Core Portfolio Assets:	**$ 93,173,292**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
May 31, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	61,770,309	20.0%	**100%**	**Yes**
Federal Instrumentalities	9,059,783	2.9%	**50%**	**Yes**
Local Government Investment Pools	134,841,024	43.6%	**75%**	**Yes**
Certificates of Deposit	62,243,228	20.1%	**50%**	**Yes**
Corporate Notes	20,680,520	6.7%	**25%**	**Yes**
State and/or Local Government Debit	76,266	0.02%	**25%**	**Yes**
Asset-Backed Securities (ABS)	711,884	0.2%	**25%**	**Yes**
Bank Accounts - Bank of America	18,845,200	6.10%	**100%**	**Yes**
Money Market Mutual Fund	874,530	0.3%	**50%**	**Yes**
Total Investment Holdings	**309,102,744**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	552,650	0.2%	**5%**	**Yes**
American Honda Finance	1,082,035	0.4%	**5%**	**Yes**
Apple Inc. Corporate Notes	1,037,003	0.3%	**5%**	**Yes**
Bank of America Co	475,856	0.2%	**5%**	**Yes**
Bank Accounts - Bank of America	18,845,200	6.1%	**100%**	**Yes**
BBVA	26,041,941	8.4%	**15%**	**Yes**
Centennial Bank	5,135,227	1.7%	**15%**	**Yes**
Caterpillar Inc	752,669	0.2%	**5%**	**Yes**
Chevron Corporation Corp Notes	667,962	0.2%	**5%**	**Yes**
Cisco Systems Inc.	2,038,592	0.7%	**5%**	**Yes**
Citigroup INC	468,432	0.2%	**5%**	**Yes**
Coca-Cola Company	336,669	0.1%	**5%**	**Yes**
Deere & Company	1,035,139	0.3%	**5%**	**Yes**
Fannie Mae	5,422,332	1.8%	**5%**	**Yes**
Fidelity Institutional Government MMF	874,530	0.28%	**25%**	**Yes**
FLCLASS	5,328,019	1.7%	**50%**	**Yes**
FL-FIT	15,222,956	4.9%	**50%**	**Yes**
Florida Prime (SBA)	88,980,813	28.8%	**50%**	**Yes**
Florida Local Government Investment Trust	25,309,236	8.2%	**50%**	**Yes**
Freddie Mac	3,637,451	1.2%	**25%**	**Yes**
Home Depot Inc.	470,054	0.2%	**5%**	**Yes**
Honeywell International	765,653	0.2%	**5%**	**Yes**
IBM CORP	1,010,415	0.3%	**5%**	**Yes**
Intel Corporation	1,036,328	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes	1,014,065	0.3%	**5%**	**Yes**
Mastercard	765,065	0.2%	**5%**	**Yes**
Merck & CO Inc	780,451	0.3%	**5%**	**Yes**
Microsoft Corporate Notes	517,038	0.2%	**5%**	**Yes**
National Rural Utilities Co Finance Corp	373,909	0.1%	**5%**	**Yes**
Oracle Corp	1,034,927	0.3%	**5%**	**Yes**
Proctor & Gamble Co	686,504	0.2%	**5%**	**Yes**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
May 31, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,912,441	8.4%	**15%**	**Yes**
State of Connecticut	76,266	0.0%	**5%**	**Yes**
State Street Corporation	1,004,261	0.3%	**5%**	**Yes**
The Bank of New York Mellon Corporation	447,246	0.1%	**5%**	**Yes**
The Walt Disney Corporation	514,677	0.2%	**5%**	**Yes**
Toyota Motor Corp	1,327,456	0.4%	**5%**	**Yes**
United Parcel Service Inc.	516,866	0.2%	**5%**	**Yes**
United States Treasury Securities	61,770,309	20.0%	**100%**	**Yes**
Visa Inc	680,482	0.2%	**5%**	**Yes**
Total Investment Holdings	**309,102,744**	**100.0%**		

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-18213 **Clerk & Comptroller's Report 11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 07/16/2020
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

A. Approve the Amended Minutes of the Regular Board Meeting held April 4, 2019 (the Minutes were amended to correct the second from Commissioner Bender to Commissioner Barry on the vote on the balance of the Budget/Finance Consent Agenda);

B. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held July 2, 2020; and

C. Approve the Minutes of the Regular Board Meeting held July 2, 2020.

Attachments

20190404 Amended Regular Minutes
20200702 Agenda Work Session Report
20200702 Gary Sansing Public Forum Report
20200702 Regular BCC Meeting Minutes

AMENDED

MINUTES OF THE REGULAR MEETING OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 4, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Codey Leigh, Court Services Director, Clerk and Comptroller's Office
Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 5:44 p.m.

2. Invocation

   The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

4. Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: Move the agenda, as amended
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill provided comments;

   B. District 1 – Commissioner Bergosh provided comments;

   C. District 4 – Commissioner Bender provided comments;

   D. District 5 – Commissioner Barry provided comments; and

   E. District 3 – Commissioner May provided comments.

6. Recommendation: That the Board take the following action:

   A. Adopt the Proclamation commending and congratulating Gregory W. Jackson, a Clerk I in the Library Services Department, on his selection as the "Employee of the Month" for April 2019;

   B. Adopt the Proclamation, on behalf of the citizens of Escambia County and her fellow coworkers, commending and congratulating Mrs. Judy H. Witterstaeter, Agenda Program Coordinator, on her retirement, effective Friday, March 29, 2019, and expressing the Board's appreciation to Mrs. Witterstaeter for her 15 years and 8 months of faithful and dedicated service to Escambia County;

   C. Adopt the Proclamation proclaiming the week of April 8 - April 12, 2019 as "Youth Success Week" in Escambia County, and calling upon all the citizens of our community to embrace this year's theme of "Honoring Others with Positive Encouragement (HOPE)," in celebration of all the successes of the Juvenile Justice Programs in strengthening families and in turning around the lives of troubled youth;

   D. Ratify the Proclamation, dated March 14, 2019, honoring and congratulating Mrs. Susie Lett Cooper on reaching the age of 100 and extending best wishes to her for continued good health and happiness;

(Continued on Page 3)

REGULAR BCC AGENDA – Continued

6. Continued…

   E. Ratify the Proclamation, dated March 20, 2019, congratulating and welcoming the officers and sailors of the Juan Sebastian de Elcano to Pensacola, Florida, during the 500th Anniversary of the First Circumnavigation of the Earth;

   F. Ratify the Proclamation, dated March 21, 2019, honoring and congratulating Ms. Helena Shelby Brockman on reaching the age of 100, and extending best wishes to her for continued good health and happiness; and

   G. Ratify the Proclamation, dated April 2, 2019, commending and congratulating members of AmeriCorps and Senior Corps volunteer groups on the seventh annual National Service Recognition Day for their invaluable assistance through their undaunted energy and dedication to the betterment of our community.

Motion: Move Proclamations A through G
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Gregory Jackson and Judy Witterstaeter

7. Recommendation: That the Board take the following action concerning adoption/ratification of retirement Proclamations:

   A. Adopt the Retirement Proclamation commending and congratulating Earnest Anderson, Equipment Operator III, Public Works Department, on 13 years of service;

   B. Adopt the Retirement Proclamation commending and congratulating Sharon L. Horn, Detention Assistant, Corrections Department, on 16 years of service;

   C. Adopt the Retirement Proclamation commending and congratulating Kelly G. Kimmons, Corrections Officer, Corrections Department, on 17 years of service;

   D. Adopt the Retirement Proclamation commending and congratulating Ronny L. McGlothren, Chief of Building Inspections, Building Services Department, on 19 years of service;

   E. Adopt the Retirement Proclamation commending and congratulating Venita H. Owens, Senior Office Support Assistant, Building Services Department, on 18 years of service;

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

7. Continued…

   F. Adopt the Retirement Proclamation commending and congratulating Michael S. Pickard, Corrections Officer, Corrections Department, on 5 years of service;

   G. Adopt the Retirement Proclamation commending and congratulating Debra C. Rice, Accounting Assistant, Waste Services Department, on 14 years of service;

   H. Adopt the Retirement Proclamation commending and congratulating Teddy Woolcock, Program Manager Safety/Security, Escambia County Mass Transit Department, on 28 years of service;

   I. Ratify the retirement Proclamation, dated February 25, 2019, commending and congratulating Lynn H. Adams, Chief of Electrical Inspections, Building Services Department, on 23 years of service; and

   J. Ratify the Retirement Proclamation dated March 18, 2019, commending and congratulating Brice Greenfield, Construction Inspector, Engineering Department, on 21 years of service.

Motion: Move Retirement Proclamations A through J
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily off the dais
Speaker(s): Venita Owens, Michael Pickard, and Teddy Woolcock

8. Written Communication:

   A. January 13, 2019, communication from Jeremy Clark requesting Lien relief for property located at 4669 Oakland Circle.

      Recommendation: That the Board review and consider the Lien relief request made by Jeremy Clark, new owner of the property, against 4669 Oakland Circle.

      On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

8. Continued…

A. Continued…

After reviewing the request for forgiveness of liens, staff made the determination that the request does fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Interim County Administrator, Amy Lovoy, DID provide some Lien relief to Jeremy Clark by waiving all the daily fines and subtracting the overage from the tax sale from the hard costs. Mr. Clark is requesting more relief and has requested to appear before the Board.

Motion: Move to deny the request
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Jeremy Clark

B. March 28, 2019, communication from Tammy Bohannon requesting Lien relief for the owner of property located at 1504 Sonia Street.

Recommendation: That the Board review and consider the Lien relief request made by Tammy Bohannon, realtor for the owner (Northern Horizons, LLC, and Wayne Wheatley), against 1504 Sonia Street, which Lien was generated from property located at 2115 Herman Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

(Continued on Page 6)

REGULAR BCC AGENDA – Continued

8. Continued…

   B. Continued…

      Ms. Bohannon submitted a written request dated March 28, 2019, asking for Lien relief. The property is currently owned by the owner/violator of both properties located at 1504 Sonia Street and 2115 Herman Street, Northern Horizons, LLC and Wayne Wheatley.

Disposition: No action taken
Speaker(s): Tammy Bohannon and Buddy Page

9. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule:

   A. The following five Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 9, 2019, for consideration of amending Volume 1, Chapter 10, Article I, Section 10-11(c), Section 10-14(g), and Section 10-18, of the Escambia County Code of Ordinances, regarding Animal Control;

      (2) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 22, 2019, for consideration of adopting an Ordinance creating the Bradfield Subdivision Street Lighting MSBU;

      (3) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 22, 2019, for consideration of adopting an Ordinance creating the Seagrass Point Subdivision Street Lighting MSBU;

      (4) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 15, 2019, concerning Vested Rights Determination - VRD-2019-01; and

      (5) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 20, 2019, concerning the review of an Ordinance amending Chapter 3 regarding Structure Setbacks and Minimum Lot Widths; and

(Continued on Page 7)

REGULAR BCC AGENDA – Continued

9. Continued…

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 1 – April 5, 2019,* as published in the *Pensacola News Journal* on March 30, 2019.

Motion: Move to waive the reading
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

10. Recommendation: That the Board authorize the cancellation of the 5:31 p.m., Public Hearing to consider amending Volume 1, Chapter 10, Article I, Section 10-11(c), 10-14(g), and 10-18, of the Escambia County Code of Ordinances, regarding Animal Control.

Motion: Move that we drop the 5:31 Public Hearing
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously
Speaker(s): None

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance [Number 2019-16] creating the Bradfield Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

    A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

    B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

    C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

(Continued on Page 8)

REGULAR BCC AGENDA – Continued

11. Continued…

    D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: Move the 5:32, A through D
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

12. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance [Number 2019-17] creating the Seagrass Point Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

    A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

    B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

    C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

    D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: Move the Item in the affirmative, 5:33 A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously
Speaker(s): None

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the January 2019 returns received in the month of February 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fifth month of collections for the Fiscal Year 2019; total collections for the month of January 2019 returns was $466,370.36; this is an 11.82% increase over the January 2018 returns; total collections year to date are 11.57% more than the comparable timeframe in Fiscal Year 2018.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2019, as required by Ordinance Number 95-13; on January 31, 2019, the portfolio market value was $380,780,576 and portfolio earnings totaled $732,056 for the month; the short-term portfolio yield 1.97%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.45%; the long-term CORE portfolio achieved a yield of 2.55%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.47%.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 28, 2019, as required by Ordinance Number 95-13; on February 28, 2019, the portfolio market value was $377,277,458 and portfolio earnings totaled $550,298 for the month; the short term portfolio yield 2.11%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.46%; the long-term CORE portfolio achieved a yield of 2.61%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.52%.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

4. Recommendation: That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's office:

   A. The Santa Rosa Island Authority Fiscal Year 2018 Audited Financial Statements, as provided by Vickie S. Johnson, Director of Finance for the Santa Rosa Island Authority;

   B. The Northwest Florida Water Management District Consolidated Annual Report for Fiscal Year 2018-2019, as provided by Christina Coger, Northwest Florida Water Management;

   C. A copy of the Clerk's Original of the National Resource Conservation Service Notice of Grant and Agreement Award, Award ID Number 68-4209-15-155, relating to the Emergency Watershed Protection Program, based on the Board's action of June 26, 2014, authorizing the Chairman to execute any subsequent Agreements and program-related documents from the project list; and

   D. Amendment No. 4 to Agreement No. S0705 between the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission and Escambia County, based on the Board's action of July 24, 2014, authorizing the Chairman to sign any subsequent Grant-related documents, pending Legal review and approval, without further action of the Board.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

   A. Approve the Minutes of the Attorney-Client Session held March 7, 2019;

   B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 7, 2019;

   C. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held March 7, 2019;

   D. Approve the Minutes of the Regular Board Meeting held March 7, 2019; and

(Continued on Page 11)

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

5. Continued…

E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 14, 2019.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARING

1. Recommendation: That the Board of County Commissioners, at the 5:45 p.m. Public Hearing, review and approve the following Vested Rights Case:

Case No.:	VRD-2019-01
Project Address:	625 Calhoun Ave
Property Reference No.:	35-2S-31-1000-023-064
Zoning District:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Overlay District:	Warrington
Vested Rights for:	Allow a MH in HDMU/Warrington Overlay
AIPD Area:	AIPD-2
Applicant:	Lester & Tricia Hendricks, Owner
Planning Board Recommendation:	Approval

Motion: Move to approve the Planning Board's recommendation and approve Vested Rights Case VRD-2019-01
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Lester Hendricks

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. Recommendation: That the Board of County Commissioners, at the 5:46 p.m. Public Hearing review and adopt an Ordinance [Number 2019-18] amending the Land Development Code, Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, and establish a minimum side setback for single-family dwellings that may be within the Commercial or Industrial zoning district.

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

II. ACTION ITEMS

1. Recommendation: That the Board waive the Board's Policy, Section I, Part B1.(D), Appointment Policy and Procedures, and reappoint Walker Wilson to a two-year, at-large appointment to the Escambia County Board of Adjustment effective April 4, 2019, through April 3, 2021.

Motion: Move to waive the Board's Policy and reappoint Walker Wilson
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning recording of Lost Key C 4-6-7 Townhomes (a 102-lot development for a private townhome subdivision), located in the Perdido Key Island Community and lying west of Lost Key Boulevard, north of Perdido Key Drive and east of River Road. Owner and Developer is WCI/Lennar Homes, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7 of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Final Plat for recording; and

   B. Approve the street name "Beach Heather Court."

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings:

A. April 16, 2019:

1. 9:15 a.m. – A Public Hearing – Sunbelt Concrete Recycling Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for an existing concrete recycling facility located at 2390 Longleaf Drive.

2. 9:16 a.m. – A Public Hearing – Black Gold Sand and Clay Borrow Pit

Summary: Review and approve, modify, or deny the issuance of a permit for a borrow pit located at 1950 Morgan Cemetery Road.

B. May 2, 2019:

1. 5:45 p.m. – A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case heard by the Planning Board on April 2, 2019:

Case No.:	**Z-2019-04**
Address:	2025 Kingsfield Road
Property Reference No.:	21-1N-31-4301-000-000
From:	Agr, Agricultural district (one du/20 acres)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	DSAP-Conservation Neighborhood
Commissioner District:	5
Requested by:	Frank and Elizabeth Westmark, Owners

2. 5:46 p.m. – A Public Hearing – Comprehensive Plan Ordinance to remove the reference to NOLF (Navy Outlying Landing Field *)* 8 – CPA-2019-01 (first of two public hearings)

Summary: On January 30, 2019, Escambia County took possession of Outlying Landing Field (NOLF) Site 8 and as such, it no longer operates as an airfield and the Board directed staff to remove references to the Navy Outlying Landing Field 8 from the Mobility Element.

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued…

B. Continued…

3. 5:47 p.m. – A Public Hearing – LDC Ordinance to remove reference to NOLF 8

Summary: On January 30, 2019, Escambia County took possession of Outlying Landing Field (NOLF) Site 8 and as such, it no longer operates as an airfield and the Board directed staff to remove references to the Navy Outlying Landing Field 8 the Land Development Code.

Motion: So moved
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Dr. Gloria Horning

COUNTY ADMINISTRATOR'S REPORT – Amy Lovoy, Interim County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of a Public Hearing for April 16th, 2019, at 9:01 a.m., for the purpose of receiving comments from the public concerning the Fiscal Year 2019 proposed Grant Application by Escambia County Area Transit for Mass Transit Projects for Federal Transit Administration Section 5307 Funds for Operating and Capital expenses.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use), for the Fireworks Event from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Crawfish Festival on April 20, 2019, from 8:00 p.m., to 8:30 p.m.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the March 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board ratify the signature of the Interim County Administrator on the Local Government Certification Form for the Emergency Solutions Grant Application to the State of Florida, to allow Opening Doors Northwest Florida to apply for this funding.

   [Funding: Not applicable]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action concerning the Student Internship Agreement Between the University of West Florida and Escambia County, Florida:

   A. Approve the Student Internship Agreement between the University of West Florida and Escambia County, Florida, that provides for a comprehensive learning experience for participating students from the University of West Florida's Department of Psychology within the professional setting of the Escambia County Corrections Department; and

   B. B. Authorize the Chairman to execute the Agreement.

   [Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of West Florida]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

6. Recommendation: That the Board approve, and authorize the Chairman to sign, the State of Florida Department of Transportation Right of Entry Agreement for South Stefani Road Right-of-Way.

   This Right-of-Way is located in Commission District 3.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the conveyance of an Underground Distribution Easement to Gulf Power for County property located in Creekwood Subdivision:

   A. Approve granting an Underground Distribution Easement to Gulf Power; and

   B. Authorize the Chairman or Vice Chairman to sign the necessary document granting Gulf Power an Underground Distribution Easement.

   [Funding Source: Funds for incidental expenditures associated with the recording of documents will be handled by Gulf Power]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

8. Recommendation: That the Board approve, and authorize the Chairman to sign, the Survey Notification Form from Gulf Power. This request is to allow Gulf Power to continue with civil surveying and to authorize environmental and/or archaeological evaluations on County properties for the purpose of installing a natural gas pipeline.

   The five properties involved are all located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action concerning the Second Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC:

   A. Approve the Amendment; and

   B. Authorize the Chairman to sign the Amendment and any subsequent related documents, pending Legal review and approval, without further action of the Board.

   [Funding: N/A]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

10. Recommendation: That the Board approve the Request for Disposition of Property Form for Clerk & Comptroller's Office for the equipment, which is described and listed on the Request Form, with a reason for disposition stated. The item is to be auctioned as surplus or disposed of properly.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

11. Recommendation: That the Board confirm the appointment of Nancy Bass as one of Commissioner Robert Bender's appointees on the Escambia County Mass Transit Advisory Committee, effective April 4, 2019, and running concurrently with Commissioner Bender's term of office (November 2022) or at his discretion.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning the Transit Award Management Systems (TrAMS) Memo:

A. Approve, and authorize the Chairman to sign, the Designation of Signature Authority for the TrAMS memo; and

B. Authorize the Chairman to obtain a Personal Identification Number so that the Chairman, on behalf of Escambia County, Florida, can file and execute Applications and documents required for Federal Transit Administration Grants.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 12, as amended to drop Item 9.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds:

   A. Rescind the Board's action of February 21, 2019, CAR Item #3-B, authorizing issuing a Purchase Order to Game Time c/o J. A. Dawson & Company, in the amount of $197,676.71, from the U.S. Communities Contract #2017001134, for the Carriage Hills Park Playground (District 1), Barrineau Park Playground (District 5), Treasure Hills Park Playground (District 2), Oakfield Acres Fitness Area (District 3), and Brownsville Park Fitness Area (District 3). Funds are available in the Brownsville Park project to pay for the fitness equipment; and

   B. Approve the issuance of a Purchase Order to Playcore Wisconsin, Inc. d/b/a GameTime, in the amount of $197,676.71, from the U.S. Communities Contract #2017001134, for the Carriage Hills Park Playground (District 1), Barrineau Park Playground (District 5), Treasure Hills Park Playground (District 2), Oakfield Acres Fitness Area (District 3), and Brownsville Park Fitness Area (District 3). Funds are available in the Brownsville Park project to pay for the fitness equipment.

   [Funding Source: Fund 352, "Local Option Sales Tax III," Account 350229]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of training expenses:

   A. Authorize the County Attorney's Office to file a small claims case against John Henshaw and Matthew Lindsey related to the default of their respective Contracts for reimbursement of training expenses; and

   B. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the aforementioned action.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

3. Recommendation: That the Board ratify the following April 4, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

   A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and IT'S A HOME, LLC, owner of residential property located at 510 South First Street, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for electrical rewiring upgrade and central heating and air conversion; and

   B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board ratify the following April 4, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of six Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Gladys Irene Castle	2413 Atwood Drive	$2,600
Tadeusz and Donna L. Filipczak	8392 and 8394 Carl Dean Street	$4,249
Gloria Gilbert	109 South Jamaica Street	$2,348
Michelle A. Gray	308 Southeast Kalash Road	$3,450
Herbert W. and Janet L. Kuehne	2215 Klinger Street	$2,050
Anne B. Woody	217 Sunset Avenue	$2,050

   B. Authorizing the Chairman to execute the Cancellation of Lien documents.

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action regarding Amendment #1 to Agreement for State Housing Initiatives Partnership (SHIP) Housing Repair Assistance Project with Community Action Program Committee, Inc. (CAPC):

   A. Approve Amendment #1 to Agreement for State Housing Initiatives Partnership (SHIP) Housing Repair Assistance Project with CAPC to extend the Contract end date to June 30, 2019, to allow CAPC to complete repairs under the project; and

   B. Authorize the Chairman or Vice Chairman to execute the Amendment and project-related documents as required to implement the Project.

   [Funding: Fund 120/2016, 2017 and 2018 SHIP, Cost Centers 370202, 370204 and 370208]

Motion: Move Items 5 and 7 **For Information:** Commissioner May disclosed that he serves on the Board of the Community Action Program Committee, but that he does not benefit in any way and is not prohibited from voting.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

6. Recommendation: That the Board take the following action regarding the Escambia/Pensacola 2020-2022 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, Resolution, and Interlocal Agreement:

   A. Adopt the Resolution [R2019-31] approving the Escambia/Pensacola 2020-2022 SHIP Local Housing Assistance Plan (LHAP), including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications;

   B. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the State Housing Initiatives Partnership Program, providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola LHAP;

   C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC);

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

D. Authorize staff to make minor revisions to the LHAP if required by FHFC review; and

E. Authorize the Chairman and/or the County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

[Funding: Fund 120, 2020 SHIP, Cost Center 370207, 2021 & 2022 SHIP Cost Centers to be assigned]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

7. Recommendation: That the Board take the following action regarding the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc.:

A. Approve the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc., for property located at 6450 Highway 95-A North, Molino, Florida, for an additional two-year term, commencing on April 29, 2019; and

B. Authorize the Chairman to sign the Second Renewal of Lease Agreement.

[Funding: Lessee shall pay the County rent, in the amount of $1 per year, for the renewal term]

Motion: Move Items 5 and 7 **For Information:** Commissioner May disclosed that he serves on the Board of the Community Action Program Committee, but that he does not benefit in any way and is not prohibited from voting.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2019-32] authorizing the write-off of $5,972,901.34, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

   This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Calendar Year 2019 for 13,668 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

   This write-off of bad-debt is significantly larger due to the fact in Fiscal Year 2017/2018 only $2,208,338.06 was written-off as uncollectible bad-debt. The majority of the accounts (12,760) were within the date of service ranging from 7/2/2005 to 12/31/2017, with a total dollar amount of $5,972,901.34. This figure coincides with the dollar amount listed on the audit report as uncollectible bad-debt.

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

9. Recommendation: That the Board approve, and ratify the Interim County Administrator’s signature dated March 7, 2019, on the Florida Department of Health, Health Information and Policy Analysis Section, EMS Agency Subgrant Application for Fiscal Year 2019/2020. If awarded, the funds are 100% reimbursable and will be used to purchase replacement ePCR tablets for the ambulances.

   [Funding: Fund 110, Other Grants and Projects, Revenue Account 334221]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board authorize the County to utilize the buying power of GSA Contract #GS-35F-0119Y and award a Purchase Order to PC Specialists Inc., DBA Technology Integration Group (TIG), in the amount of $56,076.45, for the purchase of a Dell Nutanix server. The purchase of this Dell Nutanix server will complete the cluster of servers that were purchased a couple of years ago.

    [Funding Source: Fund 001, "General Fund", Cost Center 270102, Object Code 56401]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

11. Recommendation: That the Board adopt the Resolution [R2019-33] approving Supplemental Budget Amendment #071, Other Grants and Projects Fund (110), in the amount of $128,738, to recognize Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department, to support bike patrol activities in the Fiscal Year 2018/2019 Budget.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board adopt the Resolution [R2019-34] approving Supplemental Budget Amendment #082, Local Option Sales Tax (LOST) III and Local Option Sales Tax IV Funds, in the amount of $22,992,637, to recognize the available funding that is currently not in the Adopted Fiscal Year 2018-2019 Budget. Funds will be used for various infrastructure and economic development project initiatives in Escambia County.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

13. Recommendation: That the Board adopt the Resolution [R2019-35] approving Supplemental Budget Amendment #100, HUD HOME Fund (147), in the amount of $169,591, to recognize and appropriate prior year available funds in the HUD HOME Investment Partnerships Program (HOME). Funds are used for housing related activities such as housing assistance, rehabilitation, and construction of new rental or home buyer housing in Santa Rosa and Escambia Counties.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

14. Recommendation: That the Board adopt the Resolution [R2019-36] approving Supplemental Budget Amendment #106, General Fund (001), in the amount of $16,076, to recognize funding from the Escambia County 4-H Foundation for funding a contract part-time Program Assistant for six months to provide support for the 4-H agents.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board adopt the Resolution [R2019-37] approving Supplemental Budget Amendment #111, General Fund (001) and Local Option Sales Tax III (LOST) Fund (352), in the amount of $123,952, to recognize the Sheriffs off-duty officer, investigative costs, insurance proceeds, auto repairs, and miscellaneous reimbursements/fees ($43,692), and the proceeds from the sale/auction of older, high-mileage vehicles that were purchased with LOST ($80,260), and to appropriate these funds back into the Sheriffs Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

16. Recommendation: That the Board adopt the Resolution [R2019-38] approving Supplemental Budget Amendment #118, Other Grants and Projects Fund (110), in the amount of $39,831, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County. Funds will be used to purchase an EMS pediatric treatment system.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board adopt the Resolution [R2019-39] approving Supplemental Budget Amendment #122, Other Grants and Projects Fund (110), in the amount of $674,537, to recognize proceeds from the State of Florida E911 Board for E911 State Grant Contract Number S12-19-02-04, and to appropriate these funds for upgrading Public Safety Answering Points (PSAP). The project will upgrade the Vesta 9-1-1 geo-redundant cores and ancillary equipment for Side "A" housed at the Escambia County Emergency Communications Center and Side "B" housed at the Escambia County Sheriff's Office.

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

18. Recommendation: That the Board adopt the Resolution [R2019-40] approving Supplemental Budget Amendment #123, Article-V Fund (115), in the amount of $126,717, to recognize additional funding provided by Okaloosa County to support the technology needs of the State Attorney's Office, as required by F.S. 29.008. Funds will be used to support the technology needs related to the State Attorney's Office in Okaloosa County.

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board approve the Application for Tax Deed List for 96 properties having County-held Tax Certificates set to expire on June 1, 2019. (See provided list.) The Tax Deed Application fee is $742 per parcel. The County must deposit fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $467 per parcel. The total cost for these Tax Deed Applications is $71,232. The parcels that are the subject of this Recommendation are provided as backup.

    Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the Certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the Certificate is located shall apply for a tax deed on all County-held Certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on Certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. There are seven of the subject properties valued at $5,000 or above, and the remainder are valued below $5,000. The County has held a Tax Certificate on each of these parcels for almost seven years, and the Certificates are set to expire on June 1, 2019. This is the County's last chance to attempt to collect on these delinquent taxes.

    [Funding Source: Fund 001, General Fund, Cost Center 110201]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board approve the funding allocation of $1,000 from Commissioner Robert Bender's Discretionary Fund to sponsor the Booker T. Washington High School Chorus trip to Carnegie Hall on Sunday, April 21, 2019.

    [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

21. Recommendation: That the Board approve the funding allocation of $2,000 from Commissioner Robert Bender's Discretionary Fund to sponsor the Juan Sebastian de Elcano Ship Welcome Celebration hosted by Seville Quarter, Pensacola Navy League, City of Pensacola, and Escambia County to be held on Tuesday, April 2, 2019, from 5:00 p.m., until 8:00 p.m.

    [Funding: Fund 001, Discretionary Money, Cost Center 110101, Board of County Commissioners, Object Code 58201, Outside Agencies]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve the funding allocation of $500 from Commissioner Robert Bender's Discretionary Fund to sponsor the Perdido Key Chamber of Commerce Star Spangled Salute Festival that will take place on Saturday, May 18, 2019.

    [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

23. Recommendation: That the Board approve the funding allocation of $1,000 from Commissioner Jeff Bergosh's discretionary fund to sponsor the Booker T. Washington Chorus Carnegie Hall performance.

    [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board approve the funding allocation of $200 to Teen Challenge for the "Teen Challenge 8th Annual Golf Tournament," on May 11, 2019, from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

25. Recommendation: That the Board approve the funding of $3,000 to the Perdido Key Area Chamber of Commerce for the "Star Spangled Salute Festival," from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve the funding allocation of $1,000 from Commissioner Lumon May's discretionary fund to sponsor the Booker T. Washington Chorus Carnegie Hall performance.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

27. Recommendation: That the Board take the following action:

A. Approve the Wageworks, Inc., Order Form for COBRA Services, effective March 1, 2019, through February 28, 2020; and

B. Ratify the signature of Amy Lovoy, Interim County Administrator, on the Wageworks, Inc., Order Form for COBRA Services.

The County, through USI, went out for bid on COBRA Services and WageWorks, Inc., came back as the lowest price with a one-year contract for COBRA Services.

[The total increase in the expense to the County is approximately $500 to administer the County's COBRA Services. Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

28. Recommendation: That the Board take the following actions regarding HSA Bank payment methods for HSA (Health Savings Account) Administration Fees:

    A. Approve the change of monthly HSA Bank administration fee payments from check to an ACH-clearing account; and

    B. Authorize the Interim County Administrator to sign the letter to HSA Bank authorizing ACH-clearing account payment.

    HSA Bank no longer accepts check payment. The County contributions and Employee contributions are all currently sent to HSA Bank via ACH-Clearing accounts.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

29. Recommendation: That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to public transportation services on Pensacola Beach for 2019:

    A. Approve the Interlocal Agreement between Escambia County Area Transit Authority, and the Santa Rosa Island Authority relating to public transportation services on Pensacola Beach, via Escambia County Area Transit Authority (ECAT) trolleys, from May 24, 2019, through September 2, 2019, with the SRIA reimbursing the County for all operating costs; and

    B. Authorize the Chairman to sign the Interlocal Agreement.

    [Funding: SRIA will reimburse the County for all operating costs.]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2019 Annual Certifications and Assurances for Escambia County:

    A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2019 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

    B. Approve, and authorize the Senior Assistant County Attorney to sign, the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2019 Certifications and Assurances for the Federal Transit Administration Programs.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

31. Recommendation: That the Board approve bringing $300,000, available in Fund 353, Local Option Sales Tax IV, Cost Center 210106, forward from Fiscal Year 2025 to Fiscal Year 2019, for the Woodlands Subdivision Drainage Improvements Project, so that staff can begin the design and property acquisition process.

    This Project is located in Commission District 5.

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Robert Wilcox

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order to B&W Utilities, Inc., on Contract PD 17-18.048, for the East Carver Park Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$48,232.68
Vendor:	B&W Utilities, Inc.
Project Name:	East Carver Park Drainage Improvement Project
Contract:	PD 17-18.048
PO#:	181426
CO#:	3
Original Contract Award:	$1,291,129.48
Cumulative Amount of Change Orders Through this CO:	$151,924.20
New Contract Amount:	$1,443,053.68

This project is located in Commission District 5.

[Funding Source: Fund 352, Local Options Sales Tax III - Transportation and Drainage, Cost Center 210107, Object Code 56301, Project Number 14EN2605]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for Fiscal Year 2018/2019, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Engineering Department as follows:

Vendor/Contractor	Amount	Contract Number
Transportation Control Systems, Inc. Fund 175, Transportation Trust Fund Cost Center: 211201 Transportation and Traffic Division	$150,000	State Contract ITB-DOT-15/16-9005-GH Traffic controllers, cabinets, and miscellaneous traffic materials and equipment

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Transportation and Traffic Operations]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Recommendation: That the Board take the following action concerning a Resolution to cancel taxes on parcel 36-2S-31-0300-014-004, located at 56 Elcino Circle, which was purchased via Tax Deed by the County on March 5, 2018:

    A. Adopt the Resolution [R2019-41] to cancel taxes for the 2018 tax year, in the amount of $256.87, and for subsequent years' taxes for 56 Elcino Circle, Tax Account Number 10-1292-464; and

    B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

    This property is located within Commission District 1.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

35. Recommendation: That the Board approve the first of two 12-month renewals for Contract PD 16-17.073, Furnish & Installation of Traffic Control & Street Name Signs, with Gulf Coast Traffic Engineers, Inc.

    [Funding: Fund 175, Transportation Trust Fund, Cost Center 211201 - $100,000; and Fund 353, LOST (Local Options Sales Tax) IV, Cost Center 210106 - $50,000]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order to Roads, Inc. of NWF on Contract PD 18-19.009, for Resurfacing Group 18-19:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$1,552,902.70
Vendor:	Roads, Inc. of NWF
Project Name:	Resurfacing Group 18-19
Contract:	PD 18-19.009
PO#:	191053
CO#:	1
Original Contract Award:	$3,785.659.19
Cumulative Amount of Change Orders Through this CO:	$1,552,902.70
New Contract Amount:	$5,338,561.89

These projects are located in Commission Districts 1-5.

[Funding Source: Fund 353, Local Options Sales Tax III - Transportation and Drainage, Cost Center 210106, Object Code 56301, Project Number 19EN0548]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

37. Recommendation: That the Board take the following action concerning the acceptance of the donation of a Public Road and Right-of-Way Easement (approximately 726 square feet) located at 634 1/2 Silvershore Drive from Thomas M. Eiring:

A. Accept the donation of a Public Road and Right-of-Way Easement located at 634 1/2 Silvershore Drive for road improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Easement as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

This property is located in Commission District 2.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.]

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

38. Recommendation: That the Board take the following action:

A. Rescind the Board's action of February 21, 2019, CAR II-17, approving the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 18-19.013, Willowbrook Lake Dam Reconstruction Project; and

B. Approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 18-19.013, Willowbrook Lake Dam Reconstruction Project, in the amount of $1,157,915.53.

[Funding: Fund 353, Cost Center 210106, Object Code 56301, Project Number 19EN0525 - $951,089.00; Fund 352, Cost Center 210107, Object Code 56301, Project Number 15EN3325 - $190,814.24; and Fund 352, Cost Center 210107, Object Code 56301, Project Number 14EN2605, $16,012.29; Total $1,157,915.53]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

39. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida and Roads, Inc. of NWF per the terms and conditions of PD 18-19.025, Muscogee Rd Phase 4B (Booker Street to Cr 297A) Widening and Drainage Improvements in the amount of $558,353.09.

[Funding: Fund 352, LOST (Local Options Sales Tax) III/LAP Portion, Cost Center 210129, Object Code 56301, Project #18EN4065 - $500,000, Muscogee Road Phase IV-B; and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #09EN0115 - $58,353.09 – Muscogee Road Project]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

40. Recommendation: That the Board approve the funding allocation request for $2,500, to be funded from the District V Discretionary Fund, for the Aggie Classic, and approve the Purchase Order for this purpose.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

41. Recommendation: That the Board take the following action concerning the AT&T Service Contract 20160630-5393:

A. Approve the Universal Extension Amendment to Service Agreement for Extension of Service Agreement Term for AT&T Switched Ethernet Service and AT& T Switched Ethernet Service (TCAL) Provided Pursuant to Standard or Custom Terms, to extend the Service Agreement for six months following the end of the existing Service Agreement Term, in support of 9-1-1 Networking between the Public Safety Answering Points in Escambia County; and

B. Authorize the Chairman to sign the document.

[Funding: Fund 145, 9-1-1 Funds, Cost Center 330404, Communications, Object Code 54601, Repair & Maintenance]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

42. Recommendation: That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres) located in the 1600 Block of Old Chemstrand Road, from Hussein and Anne Sharaway:

A. Authorize staff to make an offer to purchase the property, located in the 1600 Block of Old Chemstrand Road, for the appraised value of $13,400, from Hussein and Anne Sharaway; any counter-offer will be brought back before the Board; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located in the 1600 Block of Old Chemstrand Road, and bring the Contract to the Board for final approval and execution.

[Funding will come from District 5 Discretionary Fund.]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

   A. Escambia High School Softball, in the amount of $500;
   B. AMIkids Pensacola, Inc., in the amount of $10,000;
   C. FavorHouse of Northwest Florida, Inc., in the amount of $14,000;
   D. Pensacola Chapter, Inc., Military Officers Association of America, in the amount of $4,000;
   E. LAMP, Inc., in the amount of $2,000;
   F. Tate High School Cheerleading, in the amount of $1,000;
   G. Pensacola Recreational Fisherman's Association, in the amount of $1,000;
   H. Perdido Bay Youth Sports Association Girls Fast Pitch Softball, in the amount of $500;
   I. Northwest Florida Guardian ad Litem Foundation, Inc., in the amount of $5,000;
   J. Society of St. Vincent de Paul, in the amount of $3,000;
   K. Institute for Human and Machine Cognition, in the amount of $6,000; and
   L. Big Brothers Big Sisters of Northwest Florida, in the amount of $25,000.

   Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

   [Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board approve, by a super-majority vote, or deny, the following action regarding the purchase of the north 60 feet of 1877 West Kingsfield Road from Mr. and Mrs. Elmer R. Crosby, for the West Kingsfield Road Extension Project:

   A. Approve the offer of $143,200, which is above the appraised value, to Mr. and Mrs. Elmer R. Crosby, for the north 60 feet of their property located at 1877 West Kingsfield Road;

   B. Approve the Contract for Sale and Purchase, subject to Legal review and sign-off, for the acquisition of a portion of real property located at 1877 West Kingsfield Road; and

   C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties without further action of the Board (if the purchase is approved).

   [Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56101, Project #11EN1405]

Motion: Move to approve the Item, A, B, and C
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board appoint one of the following applicants to the FloridaWest Economic Development Alliance Board of Directors, to fill one of the two appointments allowed for Escambia County which is currently vacant. The term of the appointee will be effective April 4, 2019, and will run as long as the appointing authority (the Board of County Commissioners) wants the appointee to serve:

   A. Robert Thread;

   B. Marcia Schuffman; or

   C. Ryan Tilley.

(Continued on Page 47)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

   Escambia County's Community & Media Relations (CMR) Office posted a General Alert on the County's website from February 19, 2019, to March 5, 2019, seeking volunteers to be considered for an appointment to the FloridaWest Economic Development Alliance Board of Directors. Resumes were received from the three applicants noted above.

Motion: Move to appoint Ryan Tilley to one of the County's seats
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board approve the draft Scope of Work and authorize staff to proceed in contracting with an outside firm to conduct an Employee Engagement Survey.

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

5. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 18-19.030, CR99 Resurfacing and Rehab, in the amount of $2,401,162.02.

   [Funding: Funding currently available in Fund 353, LOST (Local Option Sales Tax) IV, Cost Center 210106, Object Code 56301, Project Number 19EN0615 - $1,726,325, Fund 352, Cost Center 330228, Object Code 56201, Project #10FS0045, $230,638.00, Fund 352 Cost Center 210107, Object Code 56301, Project #14EN2845, $60,198.01, Fund 352, Cost Center 210107, Object Code 56301, Project #14EN3125, $384,001.01]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. Recommendation: That the Board approve, and authorize staff to proceed in conducting, a Countywide performance audit of all departments under the Board of County Commissioners (BCC) and the BCC as a whole, with the audit to be conducted by an outside firm contracted via the procurement process.

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

7. Recommendation: That the Board approve the Memorandum of Understanding with Navy Federal Credit Union for the reimbursement of the costs of the OLF8 Master Plan.

Motion: Move the Item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

8. Recommendation: That the Board take the following action concerning the acceptance of a drainage easement totaling approximately 0.11 acres without further stipulations for the Lake Charlene Project from the Lake Charlene Homeowners Association:

   A. Accept the donation of a drainage easement without further stipulations (approximately 0.11 acres) located in the Warrington area drainage basin for the Lake Charlene Project from the Lake Charlene Homeowners Association for drainage improvements;

   B. Authorize the payment of documentary stamps considering the property is being donated for governmental use for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

   C. Authorize the payment of incidental expenditures associated with the recording of documents; and

(Continued on Page 49)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

8. Continued…

D. Authorize the Chairman or Vice Chairman to accept the Easement on the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

This property is located in District 2.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.]

Disposition: No action taken
Speaker(s): Dean Kirschner, Fred Faust, Tracy McAdams, Carol Kelleher, Susan Littlefield, Dr. Richard Grayson, Rita Grayson, Jacki Selby, Kenneth Owen, Bernie Vanosdall, Maurita Blessing, Donna Blessing, Faye Westholm, Melissa Pino, and Michael Selby

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action:

A. Approve the provided 2019 Thomson Reuters Westlaw Print Contract;

B. Authorize the County Attorney to sign the provided contract; and

C. Ratify the County Attorney's signature on the provided contract.

Motion: Move Items 1, 3, and 4 in the affirmative **For Information:** County Attorney Rogers advised that Item 2 was being dropped from the County Attorney's Report.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board take the following action regarding the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission:

   A. Approve the Interlocal Agreement with the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission; and

   B. Authorize the Chairman to execute the Interlocal Agreement.

Motion: Move Items 1, 3, and 4 in the affirmative **For Information:** County Attorney Rogers advised that Item 2 was being dropped from the County Attorney's Report.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action regarding a Resolution to negotiate the conveyance of County-Owned Land to Navy Federal Credit Union, effective upon Board approval:

   A. Adopt a Resolution [R2019-42] Authorizing Negotiation for the Conveyance of up to 100 acres of County-Owned Land to Navy Federal Credit Union for Economic Development Pursuant to Sec. 125.045, Florida Statutes; and

   B. Authorize the Chairman to sign the Resolution.

Motion: Move Items 1, 3, and 4 in the affirmative **For Information:** County Attorney Rogers advised that Item 2 was being dropped from the County Attorney's Report.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

4. Recommendation: That the Board [take the following action]:

   A. Waive any potential conflict of interest that Bryant Miller and Olive may have with regards to representation of Escambia County and PNC Bank; and

   B. Authorize the County Attorney to execute the Conflict Waiver on behalf of the Board of County Commissioners.

Motion: Move Items 1, 3, and 4 in the affirmative **For Information:** County Attorney Rogers advised that Item 2 was being dropped from the County Attorney's Report.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Recommendation: That the Board approve the funding of $5,000 to the Perdido Key Area Chamber of Commerce for the "Star Spangled Salute Festival," from Commissioner Doug Underhill's discretionary money.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "My add-on is $5,000 from my discretionary fund for the Military Appreciation Weekend."
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding for $2,000 for the St. Vincent de Paul, Alfred-Washburn Center & Outreach Ministries – Dinner and Dance Benefit, on April 12, 2019, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "My add-on is for $2,000 to the Alfred-Washburn Center for the homeless."
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding allocation of $250.00 from Commissioner Lumon May's Discretionary Fund to support the Tanyard Annual Easter Egg Hunt.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the funding allocation of $250 from Commissioner May's discretionary to support the Tanyard Annual Easter Egg Hunt
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Regular Meeting of the Board of County Commissioners adjourned at 7:57 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 16, 2020

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 2, 2020
(9:17 a.m. – 12:01 p.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The Board agreed to forego Agenda Review in favor of a lengthy discussion and update on the status of COVID-19 in Escambia County, as follows:

   A. Representative Alex Andrade provided an update on the Legislative Session and the State's Budget;

   B. County Administrator Gilley provided information on the County's "Mask Up, Escambia!" Public Health Campaign to encourage citizens to follow CDC guidelines regarding wearing masks;

   C. Dr. John Lanza, Florida Department of Health, gave an update on the increase of COVID-19 in Escambia County and provided the Department of Health's guidance on prevention;

   D. Eric Gilmore, Emergency Manager, and Jason Rogers, Public Safety Director, provided information on the Blue Angels airshow, COVID-19 data, the availability of masks, and the types of masks and sanitizing equipment being obtained for emergency workers and first responders;

   E. Chief Rich Powell, Corrections, provided an update on COVID-19 in regards to inmates in the Escambia County jail, as well as outlined steps being taken in the jail to prevent the spread of the virus; and

   F. The Board concluded the discussion by agreeing to look into making testing for County citizens and employees more easily and readily accessible.

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 2, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 4:32 p.m.

2. Speakers

   The Board heard comments from the following individuals:

James Hunter	Nick Gradia	Scott Porter
Tara Sanders	Jonathan Green	Bryan Caro
Keyshawn Rogers	Grant Bridges	Larry Kelly
Alexander Arduini	Nick McIver	Nathan McIntosh
Charlie Rotenberry	Daisy Walter	Makenzie Schettler

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 5:20 p.m.

MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 2, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 5:36 p.m.

2. Invocation

   Minister Karen Walker of Greater Union Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Bergosh led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

4. Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 3 – Commissioner May provided comments;

   B. District 1 – Commissioner Bergosh provided comments;

   C. District 4 – Commissioner Bender provided comments; and

   D. District 5 – Commissioner Barry provided comments.

6. Recommendation: That the Board adopt the following [Proclamations]:

   A. The Proclamation commending and congratulating Belinda Spann, a Senior Office Support Assistant in the Extension Services Department, on her selection as the "Employee of the Month" for July 2020;

   B. The Proclamation commending and congratulating Janice K. Gilly on her retirement, effective June 26, 2020, and expressing the Board's appreciation to Janice for her 14 years of faithful and dedicated service to Escambia County; and

   C. The Proclamation recognizing the Center for Independent Living of Northwest Florida (CILNWF) and commending its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act.

Motion: Move Proclamations A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): Janice K. Gilly, Jay Frasier, and Joanne Pearson

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule:

   A. The following seven Public Hearings on the agenda:

      (1) The 5:33 p.m. Public Hearing, advertised in the *Escambia Sun Press* on June 18, 2020, for consideration of the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robin's Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC;

      (2) The 5:34 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 19, 2020, for consideration of adopting an Ordinance creating the Beulah Garden Estates Street Lighting MSBU;

      (3) The 5:35 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 4, 2019, for consideration of adopting an Ordinance creating the Beulah Garden Estates Street Lighting MSBU;

      (4) The 5:36 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 19, 2020, for consideration of adopting the Ordinance creating the Ashland Heights Phase One Street Lighting MSBU;

      (5) The 5:37 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 19, 2020, for consideration of adopting an Ordinance creating Chapter 90, Article 10, providing for the creation of a Countywide Independent Special District and a Governing Board to be known as the Escambia Children's Trust;

      (6) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 18, 2020, for consideration of adopting an Ordinance amending the Official Zoning Map; and

      (7) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 21, 2020, concerning the review of an Ordinance amending the Future Land Use Map - SSA-2020-01; and

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

7. Continued…

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 29 – July 3, 2020,* as published in the *Pensacola News Journal* on June 27, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robin's Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton:

   A. Approve or deny the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robin's Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton;

   B. Accept the Hold/Harmless Agreement;

   C. Adopt the Resolution to Vacate [R2020-77]; and

   D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery and authorize the Chairman or Vice Chairman to execute them at that time.

   The real property mentioned in this Petition to Vacate is located in Commission District 3.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Rodney Sutton

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board, at the 5:34 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-19] creating the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit (MSBU) and all related documents, and make the following findings of fact:

   A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

   B. The benefit from the improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

   C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

   D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

10. Recommendation: That the Board, at the 5:35 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-20] creating the Brylington Manor Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

    A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

    B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

(Continued on Page 6)

REGULAR BCC AGENDA – Continued

10. Continued…

    C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

    D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

11. Recommendation: That the Board, at the 5:36 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-21] creating the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

    A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

    B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

    C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

    D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: Move the item in the affirmative, A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

REGULAR BCC AGENDA – Continued

12. Recommendation: That the Board, at the 5:37 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance [Number 2020-22] creating a Countywide independent special district and a governing board to be known as the Escambia Children's Trust.

Motion: Move the 5:37 Public Hearing in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-1, with Commissioner Underhill voting “no”
Speaker(s): Alex Arduini, Kim Krupa, Ron Ellington, Mike Horgan, and Harlan Jennings

CLERK & COMPTROLLER’S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Escambia County Health Facilities Authority Financial Statements, September 30, 2019 and 2018, as provided by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

Motion: Move the Clerk’s Report Items 1 and 2
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

   A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 16, 2020;

   B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held June 18, 2020; and

   C. Approve the Minutes of the Regular Board Meeting held June 18, 2020.

Motion: Move the Clerk’s Report Items 1 and 2
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on June 1, 2020:

   A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-03 and Z-2020-04 or remand the Cases to the Planning Board; and

   B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Cases that were reviewed, as follows:

1. Case No.:	**Z-2020-03**
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Robert Michelson, Clair Sowers, Larry Downs, Jr.

Motion: "I would ask for a thirty day delay. I want to do some additional research on this and I'd like it to be brought back next month to the first meeting in August, the 6th."
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): Clair Sowers and Tom Hammond

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Continued…

B. Continued…

2. Case No.:	**Z-2020-04**
Address:	1303 Gulf Beach Highway
Property Reference:	35-2S-31-1000-050-166
Property Size:	0.32 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	William Stokes, Esq./Clark Partington, Agent for Joe Baudendistel/Home Page Services, LLC
Planning Board Recommendation:	**Applicant requested that the case be continued, PB approved request for continuance**
Speakers:	Meredith Crawford

Motion: Move that we table and drop it
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): None

2. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Case heard by the Planning Board on June 1, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: Move that we drop the 5:45
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): None

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

3. Recommendation: That the Board of County Commissioners (BCC), at the 5:46 p.m. Public Hearing, review and adopt an Ordinance [Number 2020-23] amending the 2030 Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2020-01, changing the FLU category of a parcel within Section 38, Township 2S, Range 30W, Parcel # 3100-000-000, totaling 1.88 (+/-) acres, located on Navy Boulevard, from Commercial (C) to Mixed-Use Suburban (MU-S).

Motion: Move the item in the affirmative
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): None

II. **FOR ACTION**

1. Recommendation: That the Board take the following action concerning recording Cardinal Cove (an 81-lot residential subdivision), located in the Ferry Pass Community, lying south of Interstate 10 and west of Hillburn Lane at Hillburn Grove a subdivision recorded in Plat Book 15, Page 34 and east of Robin's Ridge 1st Addition a subdivision recorded in Plat Book 18 at Pages 58 and 58A of the Public Records of Escambia County, Florida. Cardinal Cove is owned and developed by SNS Iron Rock, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the subdivision plat for recording in the Public Records;

   B. Approve the street names "Cardinal Cove Lane" and "Cardinal Cove Court";

   C. Accept all public easements, ponds, drainage improvements within public easements and right-of-way as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU);

   D. Accept public Parcels "I" and "J" located along Carpenter Creek as depicted upon the subdivision plat to support local conservation efforts within the watershed;

   E. Authorize the County Administrator to execute an IRS Form 8283, subject to Legal sign-off; and

(Continued on Page 11)

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

1. Continued…

   F. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

Motion: Move the item in the affirmative, A, B, C, D, E, and F
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning recording of Smith Station (a 46-lot public residential subdivision for townhomes) located in the Cantonment Community, lying south of West Kingsfield Road (County Road 186), west of County Road 297A, and east of County Road 97. Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Final Plat for recording;

   B. Approve the street names “Brambling Court,” “Canary Court,” “Finch Lane”;

   C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

   D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety for Streets and Drainage improvements.

Motion: Move the item in the affirmative A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

3. Recommendation: That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for Thomas Homes, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

III. **CONSENT AGENDA**

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings:

A. July 16, 2020

9:00 a.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban.

(Continued on Page 13)

III. CONSENT AGENDA – Continued

1. Continued…

B. August 6, 2020

1. 5:45 pm - A Public Hearing to amend the official zoning map to include the following Rezoning Cases to be heard by the Planning Board on July 6, 2020:

Case No.:	**Z-2020-05**
Address:	8838 Fowler Avenue
Property Reference No.:	10-1S-30-1101-081-001
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	William Joseph, Agent for Patrick Neville, Owner

Case No.:	**Z-2020-06**
Address:	Halcyon Circle
Property Reference No.:	26-2S-31-1000-004-001
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Anthony Baroco, Owner

2. 5:46 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-02 - Westover St.
Summary: *The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Suburban*

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued…

   B. Continued…

      3. 5:47 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-03 - 901 S. Old Corry Field Road

         Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban

      4. 5:48 p.m. - A Public Hearing - Ordinance Changing the Lot of Record Date

         Summary: This ordinance will amend the effective date of a "Lot of Record" from February 8, 1996, the date the original LDC became effective, to April 15, 2015, the date of adoption of the current LDC. This will allow verification and analysis of "Lots of Record" to be accomplished using GIS data unlike the current static maps.

      5. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-02 - 951 Dog Track Road (first of two public hearings)

         Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban

Motion: Move to accept Growth Management's Consent Agenda, dropping "A"
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

Motion: Move that we direct the Administrator to execute an inter-fund loan in the amount of $300,000, which is what the RESTORE Act amount was, and bring that back to the July 16th Agenda, the inter-fund loan to allow funding of the Master Plan for the Northwest District One Advisory Committee and at that point we will schedule the first public hearing
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County, thus, it is requested that the equipment be disposed of properly.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it is auctioned as surplus or disposed of properly.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action regarding the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc., for the provision of allowing students to participate in health care educational activities utilizing the County's EMS facilities:

   A. Approve the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc., to allow students to receive hands-on clinical experience under the auspices of Escambia County Emergency Medical Services (ECEMS), commencing the effective date of the Agreement and will be automatically renewed for four successive one-year renewal terms; and

   B. Authorize the County Administrator to execute the Agreement.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve the appointment of Carol Archie, Area Supervisor of Vocational Rehabilitation, to replace Tawana Gilbert, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and holds a no expiration term.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Recommendation: That the Board approve and authorize the Chairman to sign the renewal of CareerSource Escarosa One-Stop Partner Memorandum of Understanding (MOU) between the Florida Department of Education, Division of Vocational Rehabilitation (VR) and CareerSource Escarosa (formerly Workforce Escarosa, Inc.), effective July 1, 2020, through June 30, 2023, and may be renewed for three-year terms upon written concurrence between the parties.

   The One-Stop Partners will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

6. Recommendation: That the Board accept for filing with the Board's Minutes, the June 4, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board acknowledge the continuing participation of the City of Pensacola, Santa Rosa County, and the City of Milton in the Escambia HOME Consortium through the HOME Consortium Re-qualification for Federal Fiscal Years 2021-2023.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board approve and authorize the Chairman to sign a Letter of Support for the Emerald Coast Regional Council's (ECRC) Pursuit of a Florida Department of Economic Opportunity Technical Assistance Grant for Developing a US 90 Corridor Master Plan.

   The US 90 Corridor falls within Commission Districts 1, 2, 3, and 4.

Motion: Move the Technical/Public Service Consent Agenda Items 1 through 8
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 1506 Blossom Trail:

   A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Dorothy Mae Marshall, Owner; per the terms and conditions of NED C-R-2020-7, NED CDBG Housing Repair for 1506 Blossom Trail, for a bid of $36,750; and

   B. Authorize the issuance of a Purchase Order.

   [Funding: Fund 129/2017 CDBG Housing Rehab, Cost Center 370230]

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 305 Hicks Street:

   A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Sally Bonner, Owner; per the terms and conditions of NED C-R-2020-6, NED CDBG Housing Repair for 305 Hicks Street, for the tabulated bid total of $56,050; and

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Amount	Contract Number
Vendor: McDelt, LLC Fund 129/2017 CDBG Housing Rehab, Cost Center 370230, Object Code 58301	$56,050	NED-C-R-2020-6

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board ratify the following July 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Felecia D. Kiwak owner of residential property located at 801 Bartow Avenue, Warrington Redevelopment District, each in the amount of $1,875, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Marjory Tandy owner of residential property located at 308 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $2,050, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection;

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

A. Continued…

3. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 105 Marine Drive, Barrancas Redevelopment District, each in the amount of $2,225, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board ratify the following July 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of eight Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Noeline M. Emmons	303 Gilliland Road	$5,557
Michael J. Bosso	116 South Second Street	$4,709
Mary M. Dodd	1 Park Drive	$6,000
Sharon Walker Edwards	201 Bryant Road	$5,022
It's A Home, LLC	510 South First Street	$6,000
Ladybug Ventures, LLC	4 Greve Road	$5,705
Lynnmarie Prock, Trust	8 Elegans Avenue	$4,043
Lynnmarie Prock, Trust	9 Rosea Drive	$4,335

   B. Authorizing the Chairman to execute the Cancellation of Lien documents.

Motion: Move the balance **For Information:** The “balance” refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to American Consulting Engineers of Florida, LLC, for Design Services for O.C. Phillips over Brushy Creek Bridge #484029. Upon consultation with FDOT staff, it was determined that a Supplemental Agreement was needed for the additional scope of work which includes delineation of jurisdictional wetlands, additional survey; species surveys; submittal of mitigation strategies, agency verification, etc. The Supplemental Agreement was approved in regular session on May 21, 2020. The amount requested in the Supplemental Agreement, and for this Change Order, totals $79,524. Escambia County is responsible for 25% of the total cost ($19,881) and FDOT will reimburse the remaining 75% ($59,643):

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$79,523.30
Vendor:	American Consulting Engineers of Florida, LLC
Project Name:	O.C. Phillips over Brushy Creek Bridge #484029
Contract:	PD 17-18.023
PO#:	191119
CO#:	2
Change Order 1	Time Only
Change Order 2	$79,523.30
Original Contract Amount:	$634,175.53
Cumulative Amount of Change Orders Through this CO:	$79,523.30
New Contract Amount:	$713,698.83

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

Funding Source	Amount
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188	$30,618.35
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188	$10,206.12
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629	$38,698.83

This project is located in Commission District 5.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department:

	Vendor/Contractor	Amount	Contract Number
	Mott MacDonald Project: Floridian II Ditch Rehabilitation and Godwin Pit Regional Stormwater Pond Phase II Fund: 353 Local Option Sales Tax (LOST) IV Cost Center: 110102 "District 1 Discretionary Funds" Object Code 56301, Project #20EN0951	$48,650	Contract PD 02-03.79 Professional Services

This project is located in Commission District 1.

Motion: Move the balance **For Information:** The “balance” refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

7. Recommendation: That the Board approve and authorize the Chairman to sign the Fiscal Year 2020-2021 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division, in the amount of $34,496, to supplement Mosquito Control's budget to cover expenses such as overtime, training and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

Motion: Move the balance **For Information:** The “balance” refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action:

   A. Authorize the use of the Florida Department of Management Services State Term Contract No. 25100000-19-1 for Motor Vehicles; and

   B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks (Model X1E) to Asbury Jax Ford, LLC d/b/a Coggin Ford (Vendor #424713) in the amount of $78,948.

Vendor	Funding	Amount	Solicitation Number
Ashbury Jax Ford, LLC d/b/a Coggin Ford	Fund 406, Building Inspection Fund; Cost Center 250111, Administration; Object Code 56401, Machinery & Equipment	$78,948	N/A

Motion: Move the balance **For Information:** The “balance” refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the County Administrator or designee to execute Change Order #1 to Purchase Order #201187, to Medline Industries, Inc., for medical supplies for the Escambia County Inmate Medical Division, under the MMCAP Contract # MMS2000161.

Department:	Corrections	Funding Source: 001, General Fund; Cost Center 290402, Object Code 55201
Division:	Jail	
Type:	Addition	
Amount:	$5,250	
Vendor:	Medline Industries, Inc.	
Purchase Order:	201187	
Change Order:	1	
Original Award Amount	$20,000	
Cumulation Amount of Change Orders Through This Change Order:	$5,250	
New Purchase Order Total:	$25,250	

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of $50,000, under PD 18-19.041, for the Corrections Department:

Vendor/Contractor	Amount	Contract Number
Bob Barker Company, Inc. Project: Inmate Uniforms Fund: 111 Inmate Welfare Cost Center: 290406, Object Code 55201	$52,500	Contract PD18-19.041

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

11. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket purchase order, in excess of $25,000, for George Stone Technical School for tuition and the enrollment of approximately 25 students for the Corrections Department.

Vendor/Contractor	Amount	Contract Number
George Stone Vo-Tech Center Project: 20 to 25 Students for the Academy Fund: 115 Article V Cost Center: 290206, Object Code 55501	$47,000	Blanket Purchase Order

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action regarding the Bureau of Justice Assistance Grant Award to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs:

    A. Approve the Acceptance of the Bureau of Justice Assistance Grant, Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant, in the amount of $370,107;

    B. Authorize the Chairman to sign OJP Form 4000/2 for Grant Acceptance as the Authorized Grantee Official; and

    C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for this Grant.

    [Funding: This Grant does not require matching funds. Fund 001, Cost Center 290411]

Motion: Move the balance **For Information:** The “balance” refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

13. Recommendation: That the Board take the following action:

    A. Approve the selection of CivicClerk to replace the AgendaQuick agenda Software Program at a savings of approximately $3,000 in year one and $16,000 annually in subsequent years. To facilitate more flexibility and accessibility, a virtual option for board members allows attendance and voting remotely in keeping with COVID-19 guidelines for social distancing. The CivicClerk platform will enhance the ability for staff and the public to also attend virtually; and

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

B. Approve and authorize the County Administrator to sign:

1. Master Services Agreement;
2. Master Services Agreement and Statement of Work Addendum;
3. Statement of Work; and
4. Sales Form.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

14. Recommendation: That the Board adopt the Resolution [R2020-78] approving Supplemental Budget Amendment #149, General Fund (001), in the amount of $19,062, to recognize the Sheriff's off-duty officer, miscellaneous reimbursements/fees, auto repairs, auto insurance, public records and investigative costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board adopt the Resolution [R2020-79] approving Supplemental Budget Amendment #150, General Fund (001), in the amount of $370,107, to recognize and appropriate funds from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for the BJA Fiscal Year 2020 Coronavirus Emergency Supplemental Funding (CESF) Program.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

16. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to American Facility Services, Inc., for the Public Works Department, Pensacola Beach Division:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$12,000
Vendor:	American Facility Services, Inc.
PO#	200409
CO#	1
Original Purchase Order Amount:	$24,000
Amount of Change Order	$12,000
New Purchase Order Total:	$36,000

[Funding Source: Fund 001, General Fund, Cost Center 260107, Object Code 53401]

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Container's, Inc., for the Public Works Department, Pensacola Beach Division.

This recommended Change Order for $40,000 is estimated to be needed for the remainder of this fiscal year. These additional funds are to cover rental fees for additional portable toilets and extra cleanings - The additional portable toilets were placed in conjunction with the re-opening of Pensacola Beach following the beach closure at the onset of the COVID-19 Pandemic.

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$40,000
Vendor:	Container's, Inc.
PO#	200294
CO#	1
Original Purchase Order Amount:	$30,000
Amount of Change Order	$40,000
New Purchase Order Total	$70,000

[Funding Source: Fund 001, General Fund, Cost Center 260107, Object Code 55201]

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for laboratory services to support the Pensacola and Perdido Bays Estuary Program (PPBEP) National Coastal Conditions Assessment (NCCA) intensification sampling in the Pensacola and Perdido Bay System to Great Lakes Environmental Center, Inc., in the amount of $49,726, per the terms and conditions of the Laboratory Services Request for Quotations. Testing will include sediment quality ($13,708), fish quality ($10,718), and benthic quality ($25,300).

    The Request for Quotations was advertised through Vendor Registry to 45 firms representing 86 registrants on June 1, 2020. 59 registrants opened and viewed the Request for Quotations. At closing on June 12, 2020, four quotations had been received.

Vendor/Contractor	**Amount**	**Contract Number**
Great Lakes Environmental Center, Inc. Fund 118, Gulf Coast Restoration Fund Cost Center 222008, EPA Bays Estuary Program Object Code 53401, Other Contractual Services	$49,726	N/A Request for Quotations via Vendor Registry

Motion: Move the balance **For Information:** The “balance” refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board take the following action regarding the U.S. Environmental Protection Agency Grant Agreement No. 01D08220 for the Pensacola & Perdido Bays Estuary Program:

A. Accept the U.S. Environmental Protection Agency Grant Agreement No. 01D08220, for the Pensacola & Perdido Bays Estuary Program, in the amount of $297,220; and

B. Authorize the Chairman to execute all future Grant Agreement related documents, subject to Legal review and sign-off, such as no cost time extensions and no cost amendments.

[USEPA Grant Agreement No. 01D08220 includes $297,220 for project expenses. The budget will be established through approval of a Supplemental Budget Amendment.]

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board take the following action:

A. Approve the issuance of a Blanket Purchase Order, to Sunbelt Concrete Crushing, LLC, in the amount of $48,000, for crushed concrete to be used for construction and maintenance of all-weather access road for Landfill Operations; and

B. Authorize the County Administrator to sign the Purchase Order.

Vendor/Contractor	Amount	Contract Number
Sunbelt Concrete Crushing, LLC Vendor #: 195851 Fund: 401 Solid Waste Fund Cost Center: 230314, Solid Waste Operations Object Code: 53401, Other Contractual Services	$48,000	Blanket Purchase

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

21. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Panhandle Grading and Paving, Inc., per the terms and conditions of PD 19-20.054, East Johnson Avenue and Cody Lane Signalization, in the amount of $ 507,638.70.

Vendor/Contractor	Funding	Amount	Contract Number
Panhandle Grading and Paving, Inc.	Fund 352, Cost Center 210107; Object Code 56301, Project Number 13EN2523	$507,638.70	PD 19-20.054

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued…

This project is located in Commission District 3 and 4.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

22. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 19-20.045, Title V Compliance Reporting and GCCS Design, Construction, and Maintenance for the Perdido Landfill, for a lump sum of $256,428, for a two-year term of professional services.

Vendor Contractor	Funding	Amount	Contract Number
Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers	Fund: 401 Solid Waste Fund Cost Center: 230304 SW Environmental Quality Object Code: 53101 Professional Services	$256,428	PD 19-20.045

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board approve the first of two possible one-year renewals, to be effective July 16, 2020, per the Agreement between Escambia County, Florida, and Auto, Truck, and Industrial Parts and Supply, Inc., per the terms and conditions of PD 18-19.038, Lubrication Products, authorizing an annual amount of $75,000.

Vendor	Funding	Contract #	Amount
Auto, Truck, and Industrial Parts and Supply, Inc.	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Cost Center 55201, Operating Supplies	PD 18-19.038	$75,000

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

24. Recommendation: That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and Townes + Architects, P.A., per the terms and conditions of PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, for Basic Services, a lump sum amount of $427,220, with Additional Services at an amount not to exceed $227,042, and Allowances for an amount not to exceed $131,991, for a total amount of $786,253.

Vendor	Funding	PD Number	Amount
Townes + Architects, P.A.	Fund 353, LOST IV; Cost Center 330228, Fire Services Cap Project; Object Code 56201, Buildings Project Number 09FS0021	PD 19-20.063	Basic Services - $427,220 Additional Services - $227,042 Allowances - $131,991 **Total - $786,253**

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

A Request for Letters of Interest PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, was distributed via Government Forms Software to 199 registrants representing 86 firms.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Bryan Caro and Alexander Arduini

25. Recommendation: That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and Marathon Health, LLC (Marathon), per the terms and conditions of PD 19-20.035, Onsite Employee Health Clinic Administration for an annual fee of $1,026,676.95; and

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

B. Approve an extension with the current Escambia County employee health clinic (Clinic) vendor, Concentra until September 30, 2020 in order to provide adequate time for the transition from Concentra to Marathon.

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board take the following action:

A. Approve the Service Level Agreement and Terms of Service Agreement with ROK Technologies, LLC, for Map Services Hosting, in the amount of $12,600 annually, for a 24 month term commencing retroactively on October 1, 2019, and expiring on September 30, 2021; and

B. Authorize the County Administrator to execute the Agreements.

Vendor/Contractor	Funding	Amount
ROK Technologies, LLC	Fund 001, General Fund, Cost Center 240401, Object Code 53401	$12,600

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

27. Recommendation: That the Board approve the reallocation of reserve funds from Fund 104, in the amount of $300,000 for ITL Solutions Inc. This action will recognize the Board approved $200,000 for supplemental insurance payments and an additional $100,000 to cover Non-ADA trips that have exceeded the budget in the current contract through the end of the current fiscal year, for a total of $300,000:

Account Title	**Cost Center**	**Account Code**	**Amount**
Reserves	320401	59801	-$300,000
Non-ADA Paratransit	320406	53416	$300,000

[Funding Source: Fund 104, Mass Transit, Cost Center 320401, Account 59801, Reserves]

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued…

Motion: Move the balance **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 27. Prior to a motion on the balance, speakers were taken for item 24, item 27 was amended to only include the $200,000 for supplemental insurance payments, and item 25 was dropped.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Harold Griffin

III. FOR DISCUSSION

1. Recommendation: That the Board approve by super-majority the following action regarding the acquisition of real property and associated ancillary costs for the Kingsfield Road Extension Project:

   A. Authorize the purchase of the following parcels;

Property Owner	Property Address	Parcel Size Needed in Sq. Ft.	Acquisition Cost
Brown, Dyllan	1561 W Kingsfield Rd	1,501	$11,007
Faircloth, Anthony & Gail	1805 W Kingsfield Rd	102	$1,214
Johnson, Michael & Amber	1866 W Kingsfield Rd	5,588	$42,166
Iannone, Kathi	1850 W Kingsfield Rd	1,761	$12,327
JLNLJ Kingsfield, LLC	1650 W Kingsfield Rd	3,744	$30,708
Toole, Kenneth & Kathleen	820 Westmoreland Ln	2,576	$20,000
York, Catherine (trust)	1865 W Kingsfield Rd	1,434	$12,538

(Continued on Page 40)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

   B. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete this acquisition without further action of the Board.

Beulah Sector Plan Road Extension	Fund 352, LOST III	Cost Center 210107	Object Code 56101/56301	Project Number 11EN1405	Total $129,960

These properties are located in Commission District 5.

Motion: Move that we approve this item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-1, with Commissioner Underhill voting “no”
Speaker(s): Bryan Caro

2. Recommendation: That the Board appoint one of the following individuals to serve the remaining three year term on the Escambia Pensacola Affordable Housing Advisory Committee (AHAC) as a member who represents advocacy for low income persons in connection with affordable housing, to replace Frances Cutshaw who resigned from the position, and to serve the remainder of the term through September 30, 2021:

   A. Adrienne Hatzenbeler; OR

   B. Justin Williams.

   Ms. Hatzenbeler and Mr. Williams responded to the General Alerts posted on the County's website on January 31, 2020; February 20, 2020; and May 18, 2020, seeking residents interested in volunteering to be considered for an appointment on the AHAC.

Motion: Move that we appoint Justin Williams to the Escambia Pensacola Affordable Housing Advisory Committee
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board take the following action concerning Local Government Area of Opportunity funding for Housing Tax Credit Applications through the Florida Housing Finance Corporation (FHFC):

   A. Support the provision of funds for a Local Government Area of Opportunity, in the amount of $460,000, as required by RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties, to support one multi-family development application;

   B. Approve the local Application form and timelines; and

   C. Support the provision of an additional $50,000 for developments providing homeless or special needs set aside units.

   [Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

Disposition: No action taken

4. Recommendation: That the Board discuss a searchable database of Escambia County employees to include wages paid with public dollars.

   Similar to the State of Florida https://salaries.myflorida.com/, the total wages for employees will be posted on the MyEscambia.com website and updated annually.

Disposition: No action taken **For Information:** The Board discussed adding columns to the database for race and gender, as well as the expectation that it would go live that evening.
Speaker(s): Bryan Caro

5. Recommendation: That the Board confirm the hiring of Amber McClure as the Chief Budget Officer, with an annual salary of $109,500 and a $400 monthly car allowance. There are sufficient funds in the Office of Management and Budget (OMB) budget for the Fiscal Year 2019-2020.

Motion: Move that we confirm the hiring of Ms. McClure as the Chief Budget Officer
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Autumn McClure (via Microsoft Teams)

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following actions:

   A. Ratification of the Escambia County State of Local Emergency Resolution R2020-76;

   B. Extension of Escambia County State of Local Emergency; and

   C. Ratification of the CARES Act Funding Agreement.

Motion: Move the item, A, B, and C, in affirmative **For Information:** This action adopted Resolution R2020-80.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

VERBAL DISCUSSION ITEM ADDED TO THE AGENDA

1. Discussion on Masks

Motion: We ask that our citizens follow our healthcare officials, the CDC guidelines that have been recommended to us, and those from the Department of Health, as presented [including the wearing of masks, social distancing, and hand washing]
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1&2. Two Verbal Add-On Items

Motion: "I have two add-ons, one is for Pensacola Caring Hearts to sponsor more COVID-19 food drives and that's $1,500 and the other one is going to Neighborhood and Human Services for $3,000 of my discretionary money to be used in Youth Activities and Community Centers and Equipment for the kids."
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the funding for the Filipino-American Association of Pensacola for $3,000, to cover organization expenses due to lack of events because of COVID-19, from Commissioner Jeff Bergosh's discretionary money.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "I have two items from my discretionary and they've both been distributed. One is for support for the Filipino-American Association of Pensacola in the amount of $3,000 and the other is for the Hadji Shrine Golf Tournament to benefit Shriner's hospitals for children."
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

2. Recommendation: That the Board approve the funding for Hadji Shrine – "Hadji Shriners Annual Golf Tournament" for $2,500, from Commissioner Jeff Bergosh's discretionary money.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "I have two items from my discretionary and they've both been distributed. One is for support for the Filipino-American Association of Pensacola in the amount of $3,000 and the other is for the Hadji Shrine Golf Tournament to benefit Shriner's hospitals for children."
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve the request from the Hadji Shrine, for $5,000 to be funded from District V discretionary, for the Hadji Shrine 30th Annual Golf Tournament, and approve the Purchase Order for this purpose.

Motion: Move Commissioner Barry's discretionary funding for the Hadji Shrine for $5,000
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 9:11 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 16, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18206 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Escambia Consortium Citizen Participation Plan for HUD Programs
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia Consortium Citizen Participation Plan for HUD Programs - Clara Long, Neighborhood & Human Services Director

That the Board approve the revised Escambia Consortium Citizen Participation Plan for HUD Programs for purposes of incorporating updated language regarding the Affirmatively Furthering Fair Housing Rule, including provisions relative to waivers provided under the CARES Act, and making minor edits to align with 24 CFR § 91.105.

BACKGROUND:

Jurisdictions receiving HUD funds such as Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) are required to adopt a Citizen's Participation Plan (CPP) to include minimum requirements under the 24 CFR § 91.105. The Plan was last updated in 2010 and requires revision to include the Affirmatively Furthering Fair Housing Rule as well as newly provided waivers provided under the CARES Act. Minor revisions are also being made to update contact information, removal of references to the Emergency Solutions Grant (ESG) Program, since the County no longer receives that funding, and inclusion of items such as technical assistance as required under the HUD guidance.

The goal of the CPP is to provide citizens an opportunity to be involved in the development of the Consolidated Plan, Annual Plan, Analysis of Impediments to Fair Housing, and the development of strategies for the integration of activities under the CDBG and HOME Programs. The CPP ensures adequate opportunity for community wide participation in planning, development, implementation, monitoring, and evaluation of activities related to housing and community

development activities undertaken through the Escambia Consortium, which includes the City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton. A redline and clean version of the CPP is provided for review and comparison.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all changes to the Citizen Participation Plan. This revised document will also be submitted to other Consortium members, the City of Pensacola, Santa Rosa County, and the City of Milton for review and approval.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will coordinate all actions with other Consortium members.

Attachments

Citizen Participation Plan REDLINE version

Citizen Participation Plan CLEAN

CITIZEN PARTICIPATION PLAN
FOR THE
ESCAMBIA CONSORTIUM
Related to Administration of Community Planning and Development Programs of the U.S. Department of Housing and Urban Development (HUD)

COMPRISED OF
ESCAMBIA COUNTY, CITY OF PENSACOLA, ~~AND~~ SANTA ROSA COUNTY, AND THE CITY OF MILTON

~~Consortium Central Administrative Contacts:~~

~~Escambia County:~~
~~Randy Wilkerson, Executive Director~~Meredith Reeves Nunnari
~~Escambia County~~
~~Neighborhood Enterprise Foundation, Inc.~~Division
~~P.O. Box 8178~~221 Palafox Place, Suite 200, Pensacola, Florida ~~32502~~5
~~or~~
~~Office of the County Administrator~~
~~Escambia County~~
~~P.O. Box 1591~~221 Palafox Place, Pensacola, Florida ~~32502~~

~~City of Pensacola:~~
~~Patricia Hubbard, Director~~Marcie Whitaker, Housing Administrator
~~Department of Housing~~
~~P.O. Box 12910, Pensacola, Florida 32521~~
~~or~~
~~Office of the City Manager~~
~~City of Pensacola~~
~~P.O. Box 12910, Pensacola, Florida 32521~~

~~Santa Rosa County:~~
~~Janice Boone~~Erin Malbeek, ~~Housing Programs Manager~~
~~Santa Rosa County Community Planning,~~
~~Zoning and Development Division~~
~~6051 Old Bagdad Highway, Suite 201~~
~~Milton, Florida 32583~~
~~or~~
~~Office of the County Administrator~~
~~Santa Rosa County~~

~~801 South~~6495 ~~Caroline Street, S.E., Suite J~~
~~Milton, Florida 32570~~

~~Amended~~ Updated ~~August~~ July ~~2010~~2020

CITIZEN PARTICIPATION PLAN
FOR THE
ESCAMBIA CONSORTIUM

OVERALL GOAL

The purpose of this Citizen Participation Plan (CPP) is to ensure an adequate opportunity for community wide participation in planning, development, implementation, monitoring and evaluation of activities related to the housing and community development activities undertaken through the Escambia Consortium, and/or individually by the jurisdictions comprised of the Consortium. The primary focus of this Plan is upon the development of the Consolidated Plan for the Escambia Consortium and the development of strategies for the integration of activities under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME), Emergency ~~Shelter~~ Solutions Grant Program (ESG), and related ~~or supportive local initiatives~~programs administered by HUD from time to time as deemed essential to the Consortium's Plans and initiatives. The jurisdictions comprising the Consortium currently include: Escambia County, the City of Pensacola, ~~and~~ Santa Rosa County, and the City of Milton, including its incorporated municipalities.

ADMINISTATIVE RESPONSIBILITIES AND CONTACT INFORMATION

Escambia County as an Urban County, and the City of Pensacola as a Metropolitan City, are HUD entitlement communities, each receiving their own allocation of CDBG funding directly from HUD. Escambia County, the City of Pensacola, ~~and~~ Santa Rosa County, and the City of Milton have elected to form the Escambia Consortium to jointly receive an allocation of HOME funds, with Escambia County serving as the lead jurisdiction for the HOME Consortium. ~~Escambia County receives a direct allocation of ESG funds from HUD.~~

Contact Information:

Escambia County CDBG Program/HOME Consortium
Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
850-595-4968
mareeves@myescambia.com

City of Pensacola CDBG Program
Marcie Whitaker, Housing Administrator
Department of Housing
P.O. Box 12910
Pensacola, FL 32521
850-858-0350
mwhitaker@cityofpensacola.com

OBJECTIVES

1. To increase interchange of information between Housing and Community Development staff and the local citizenry concerning housing, community development and related needs or concerns.

2. To heighten public awareness as to the purpose and function of the HUD programs available locally, including CDBG, HOME and ~~ESG and the~~other types of assistance available, especially among low/moderate income residents of areas targeted for assistance.

3. To increase community participation in data collection/needs assessment, planning, program design, project/activity implementation, substantial amendment, and performance evaluation/reporting issues associated with these programs, and thereby create local support for and understanding of the CDBG, HOME, and ~~ESG~~ other HUD programs, their respective goals and objectives, and their importance to the community.

4. To allow affected or potentially affected citizens, agencies and/or organizations to directly assist in shaping and guiding the impacts of these programs upon their neighborhood as well as the Consortium-wide community.

DEFINITIONS:

For purposes of the CDBG and HOME programs, the following definitions will apply:

Community Development Block Grant (CDBG): A grant program administered by the U.S. Department of Housing and Urban Development (HUD). This grant allots money to cities and counties for housing rehabilitation, affordable housing assistance, community services, and community development activities (including community facilities and economic development).

HOME Investment Partnerships Program (HOME): A grant program administered by HUD and is allocated to cities and counties for affordable housing development. Eligible activities include housing development and rehabilitation~~,~~ and homebuyer assistance. The City of Pensacola, Santa Rosa County, and the City of Milton are eligible for funds through membership with Escambia County in the HOME Consortium.

Emergency Solutions Grant Program (ESG): A grant program administered by HUD, which is allocated to cities and counties for the purpose of street outreach, emergency shelter, homelessness prevention, rapid re-housing and Homeless Management Information System (HMIS) for the benefit of individuals or families that are homeless or at risk of homelessness.

Annual Action Plan: An Annual Action Plan is prepared during each year of the 5 year Consolidated Plan and specifies the amount of funding the Consortium members anticipate receiving from HUD and describes the activities to be undertaken with those funds to address needs and priorities outlined in the Consolidated Plan.

Assessment of Fair Housing (AFH): Assessment required by HUD under the Affirmatively Furthering Fair Housing (AFFH) rule. The AFH is an analysis of fair housing data, issues, and contributing factors in a local government jurisdiction and/or region and identification of fair housing goals and priorities for the jurisdiction and/or region. Local governments will strive to include local public housing agencies in the preparation of the AFH.

Consolidated Plan: The Consolidated Plan is a ~~three- to~~ five-year planning document for the CDBG and HOME programs as required by 24 CFR Part 91. The Consolidated Plan must contain a housing and community development needs assessment, a ~~three- to~~ five-year strategic plan to address the needs identified, and a one-year annual action plan to identify specific activities and planned use of CDBG, ~~and~~ HOME, and ESG funds.

Consolidated Annual Performance Evaluation Report (CAPER): The CAPER is an annual report summarizing the progress in implementing the Consolidated Plan.

Median~~um~~ Family Income (MFI): HUD surveys major metropolitan areas annually to develop an index of median family income by household size.

Low- and Moderate-Income Households: Pursuant to HUD regulations, the primary beneficiaries of the CDBG and HOME program should be low- and moderate-income households, defined by HUD as follows:

Extremely Low-Income:	0-30% County Median family income (MFI) adjusted for household size.
Low-Income:	31-50% County MFI adjusted for household size.
Moderate-Income:	51~~%~~ - 80% County MFI adjusted for household size.

Low- and Moderate-Income Neighborhood: Generally defined as a census tract(s) or block group(s) in which a minimum of fifty-one percent (51%) of the residents have an income not exceeding eighty percent (80%) of the area median family income.

Slum and Blighted Area: An area that meets the definition of a slum, blighted, deteriorated or deteriorating area under State or local law, typically identified as Redevelopment Project Areas, or where a substantial number of deteriorating or dilapidated buildings or improvements are present throughout the area.

Publicly Assisted Housing Developments: Housing projects (either rental or ownership housing) developed with the assistance of public funds such as HOME, CDBG, and redevelopment set-aside funds.

Program Year: The Program Year utilized by the Consortium is October 1 through September 30.

PUBLIC HEARINGS, NOTICES AND MEETING REQUIREMENTS

The public notice and public hearing requirements stipulated below are based upon the Consolidated Plan regulations provided in the governing Federal Regulations found at 24 CFR

Part 91. All advertised meetings and hearings shall be open to the public. Every effort will be made to minimally comply with or exceed these requirements with respect to preparation of the Consortium's Consolidated Plan and related activities.

~~CONSOLIDATED PLAN COMPONENT~~	~~PUBLIC NOTICE, HEARING OR COMMENT PERIOD THRESHOLD REQUIREMENTS~~

Five Year Consolidated Plan and/or Annual Plan Planning ~~Stage~~Process

~~One Public Notice (Non-Legal)~~
~~(Public Input/Needs/Assessment/ Revision Process)~~ ~~One Public Meeting~~

~~**Discussion:**~~ ~~This~~ A public notice will be published and ~~the hearing~~a minimum of one public meeting will be held during the formative stage of the Consolidated Plan development process. Every effort will be made to hold one public meeting in Escambia County and one in Santa Rosa County. The purpose of the notice and hearing will be to encourage citizens and interested parties to provide their verbal and/or written views on: 1) housing and community development needs, including priority non-housing community development needs; and/or 2) recommendations concerning potential activities or projects to aid in addressing their concerns.

~~DRAFT~~ PROPOSED Consolidated Plan and/or Annual Action Plan ~~Stage~~

~~One Public Notice (Non-Legal)~~
~~(Availability for Public Review and Comment)~~ ~~One Public Hearing~~
~~30-day Comment Period~~

~~**Discussion:**~~ Based upon prior input, appropriate staff will prepare a ~~DRAFT~~ Proposed Draft of the Escambia Consortium Consolidated Plan and/or Annual Action Plan. A summary of the ~~DRAFT~~ PROPOSED Plan(s) will be advertised in the non-legal section of the local newspaper having the major circulation in the Consortium, and the notice will advise of:

a. Specific locations where complete copies of the DRAFT Plan can be reviewed. Locations shall include, but not be limited to: The Escambia County Neighborhood Enterprise Division Office; City of Pensacola Housing Office~~;~~ ~~Offices of the County Administrator and the City Manager~~; ~~Pensacola Regional Public Library;~~ and ~~local housing, community development, and regional planning office(s).~~County and City websites.

b. Impending public hearing(s) to receive verbal and written comments from the public, as well as a minimum 30-day period for public review and comment concerning the ~~DRAFT~~ PROPOSED Plan. The 30-day comment period shall fully expire prior to the adoption of the Consolidated Plan by Escambia County, the lead participating jurisdiction.

c. The amount of assistance the Consortium expects to receive from the CDBG, HOME and ~~ESG~~ other HUD programs (including grant funds and estimated program income) and the range of activities that may be undertaken.

FINAL Consolidated Plan and/or Annual Action Plan ~~Stage~~
~~One Public Notice (Non-Legal)~~
~~(Notice of Plan Availability)~~

~~**Discussion**:~~ Notice of the availability of the FINAL Plan document will be provided through a non-legal advertisement in the local newspaper having the major circulation within the Consortium. The Final Plan notice will also incorporate:

a. Notice of the Consortium members jurisdiction's plans to minimize displacement of persons and to assist any persons displaced in accordance with each jurisdiction's locally adopted Anti-Displacement and Local Relocation Policies or Plans. The notice shall also advise of the availability of such Policies and Plans to the public.

b. State the estimated amount of HUD CDBG, HOME and ~~ESG~~ other HUD funds which will benefit persons of low and moderate income. (NOTE: This may be included in both the DRAFT and FINAL Plan notices as warranted.)

c. Notice of the availability of an Escambia Consortium Citizen Participation Plan and, as warranted, provision for review and comment concerning the original Citizen Participation Plan or any substantial amendments to the Plan.

Amendments to the Consolidated Plan and/or Annual Action Plan

~~One Notice (Non-Legal)~~
~~**Substantial Change in Planned Use of CDBG Funds**~~ ~~30-day Comment Period~~

~~**Discussion**: The Escambia Consortium's definition of a substantial~~ A Substantial ~~a~~Amendment to the Consolidated or Annual Action Plan will be considered under the following conditions:

~~or substantial change to the CDBG Planned Use of Funds is provided in Exhibit I of this document.~~

1. The addition or deletion of a program activity differing from ones originally described in the Consolidated Plan or Annual Action Plan.
2. A change in the purpose, scope, location, or beneficiaries of activities cited in the Consolidated Plan or Annual Plan.
3. Budget changes for any individual activity increased or decreased by an amount in excess of twenty-five percent (25%) of the originally approved activity line item for each respective program year.

Upon reaching the thresholds identified, a non-legal advertisement will be placed in the local newspaper with the greatest Consortium-wide circulation that identifies the purpose of the amendment, the projects or activities affected and the amount of funds involved. The notice will provide for a minimum 30-day public review and comment period prior to implementation of the amended activities or projects.

~~Grant Closeout~~Consolidated Annual Performance Evaluation Report (CAPER)

~~One Notice~~
~~(CAPER or alternate document as~~ ~~15-day Comment Period~~
~~prescribed by HUD)~~

~~**Discussion:**~~ Adequate opportunity for public review and comment on the Consortium's annual Consolidated Annual Performance Evaluation Report (CAPER) or other alternate reporting format as prescribed by HUD will be provided through public notification of the availability of the report by placing a non-legal advertisement in the local newspaper with the greatest Consortium-wide circulation. The notice will provide for a minimum 15-day public review and comment period prior to submission of the performance report to HUD.

Assessment of Fair Housing (AFH) Plan

The purpose of the AFH Plan is to meet requirements established by HUD under the Affirmatively Further Fair Housing Rule (24 CFR § 5.158). Community participation, consultation, and coordination are required under this plan. HUD has strongly encouraged regional participation and cooperation from recipients of HUD funding in the preparation of this plan. Consortium members will make outreach to include public housing agencies (PHAs) such as the Area Housing Commission, Milton Housing Authority, and the Pensacola Housing Department.

A minimum of two public meetings will be held to receive input on fair housing issues and contributing factors during the development of the AFH Plan. Outreach will include, but is not limited to the following: public notice advertisement in the local newspaper, publication on County and City websites, and direct outreach to PHAs and consulting agencies such as the Escambia Human Relations Commission and local legal aid agencies. Additionally, a public hearing will be held before the proposed AFH is published for comment.

The draft AFH Plan will be made available on County and City websites and will provide a minimum of 30 calendar days to allow the public to review and make comments. A public notice will be advertised in the local newspaper advising of the availability of the draft AFH Plan. All comments received in writing or orally at public hearings or during the comment period will be considered in the formulation of the plan and a summary of those comments will be included within the final Plan document for final approval by Consortium members.

Citizen Participation Plan

This Citizen Participation Plan (CPP) sets forth the Consortium's policies and procedures for citizen engagement in the development of the Consolidated Plan, Annual Action Plan, Amendments, the CAPER, and AFH Plan.

PUBLIC HEARINGS/NOTIFICATIONS:

All public hearings and opportunities for public input/comment will minimally be announced in the non-legal section of the *Pensacola News Journal*, the newspaper with major Consortium-wide circulation, as a display retail advertisement a minimum of five (5) days ~~but not more than twenty-five (25) days~~ prior to the scheduled public hearing. Within the confines of program schedules and deadlines, every effort will be made to advertise ten (10) days in advance of all public input/data collection public hearings. Notice of public hearings will be advertised at least once during the applicable period. Copies will be made available on the ~~County's~~local government's Website.

Hearings will be held at times and locations convenient to potential or actual beneficiaries and will be held in accessible locations to accommodate persons with special needs or disabilities. To ensure accessibility, hearings will be held at one or more of the following locations: Pensacola City Hall, Committee Meeting Room, 222 West Main Street, Pensacola, Florida; Escambia County Courthouse, Board of County Commissioners Meeting Room, 223 South Palafox Place, Pensacola, Florida; Santa Rosa County Administrative Center, Milton, Florida; City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida; and/or in designated accessible ~~"~~community~~"~~ facilities within target areas or the local community. Comments and views of citizens received in writing or orally during the above referenced public hearings shall be considered in the report and/or supplementary documents related thereto, and a summary incorporated as an attachment to the final Consolidated Plan, the final Annual Action Plan, ~~the~~ Substantial Amendments, AFH Plan; or the ~~Performance Report~~CAPER.

CITIZEN PARTICIPATION IN RELATION TO DISASTERS OR EMERGENCY EVENTS

In compliance with HUD Memos dated March 31, 2020 and April 9, 2020, the Consortium will make the following allowances for disaster response and emergency preparedness, especially in relation to infectious disease events such as COVID-19. These allowances include the following:

- Virtual hearings may be considered as an allowed method for citizen participation when necessary for public health reasons.
- Consolidated and Annual Plan Amendments will be available for not less than a 5 day public review and comment period in lieu of the usual 30 day period.

These allowances do not change current citizen participation policies but permit expedited action in relation to disasters or emergency events.

RESPONSE TO PROGRAM INQUIRIES

Written responses to written program inquiries, comments or suggestions will be provided by the responsible ~~CDBG~~ administrative office within fifteen (15) working days, where practicable, after receipt of the written communication ~~by the CDBG office~~. Such inquiries and responses shall be retained in the official records of the ~~CDBG~~ applicable administrative office.

APPLICABILITY OF THE CONSORTIUM CITIZEN PARTICIPATION PLAN

The requirements of this Plan shall pertain to the collective actions of the members of the Escambia Consortium with respect to the Consolidated Plan, the Annual Action Plan, Substantial Amendments to the Plan, AFH Plan, and/or the Consortium Performance Report(s), and shall be considered the minimum threshold for such actions. As this Consortium Plan incorporates the

activities of an Urban County (Escambia) and an entitlement City (Pensacola), the citizen participation process undertaken by the Consortium and/or through individual actions of the CDBG entitlement jurisdictions will provide for citizen participation addressing the proposed activities within each CDBG entitlement community. Nothing in this document shall prohibit member jurisdictions from exceeding the requirements cited herein by developing a separate Citizen Participation Plan addressing each individual local government's planned public participation activities.

ACCESS TO PUBLIC INFORMATION

All program information will be available for inspection by interested citizens, public agencies, and other interested parties including, at a minimum: ~~DRAFT~~ PROPOSED and FINAL Consolidated and Annual Action Plans (including the planned use of HUD CDBG, HOME, and ESG funds); CDBG, HOME, and ESG program regulations; local CDBG, HOME and ESG program guidelines and operating procedures; ~~files containing~~ Substantial Amendments to the Consolidated Plan or~~,~~ Annual Action Plan, ~~or Substantial Changes to the Planned Use of CDBG Funds~~; CAPER~~Performance Report(s)~~; AFH Plan; reports concerning the use of CDBG, HOME and ESG funds by the Consortium's member jurisdictions over the past five years; and this Citizen Participation Plan.

These documents will be available during normal working hours (Monday through Friday, from 8:00 a.m. to 4:30 p.m.) at: Escambia County Neighborhood Enterprise ~~Foundation, Inc. (NEFI)~~Division ~~Administrative Office~~, ~~3420 Barrancas Avenue~~221 Palafox Place, Suite 200, Pensacola, Florida; Pensacola Housing Department, 420 West Chase Street, Pensacola, Florida; Santa Rosa County Community Planning, Zoning and Development Division, 6051 Old Bagdad Highway, Suite 201, Milton, Florida. This information will be available at no charge. The full text of the adopted Consolidated Plan, Annual Action Plan, AFH Plan, and CAPER will also be made available online at the Escambia County website.

In addition, specific information dissemination ~~and technical assistance activities~~ will be undertaken to inform and encourage participation by low-and moderate income persons residing in areas where CDBG funds are proposed to be used ~~and~~ by residents of predominately low and moderate-income neighborhoods, as defined by the jurisdiction. Activities might include neighborhood meetings at community centers, churches or other convenient locations; community outreach by Housing and Community Development Staff; regular meetings with community-based advisory groups or committees; limited technical assistance and referrals regarding development of proposals for assistance provided through HUD; and availability of written (flyer type) information concerning the various programs. These activities provide excellent opportunities for interaction in a neutral setting between staff and those residents served by the program, whereby citizens' views and recommendations are strongly encouraged.

TECHNICAL ASSISTANCE

The Escambia Consortium is committed to providing technical assistance to individuals and organizations representing low/moderate income ~~neighborhoods~~persons developing proposals for funding assistance under any of the programs or plans covered by the Consolidated Plan. Consortium Staff will provide technical assistance, to the greatest exten~~e~~t feasible to all applicants or potential applicants and citizens. Technical assistance does not guarantee receipt of funds.

Requests for technical assistance shall be made in writing specifying the nature of the technical assistance requested and specifying the organization requesting assistance.

~~BILINGUAL OPPORTUNITIES~~NON-ENGLISH SPEAKING PERSONS

~~According to the 1990 Census, the foreign born non-English speaking population in Escambia County is less that 2.0 percent~~The Consortium has a significantly smaller Spanish-speaking population than the State of Florida as a whole. Operational experience in the various programs operated within the Consortium has proven that the number of families speaking Spanish or other foreign languages is not significant. However, arrangements will be made for the interpreters or translation of documents on an "as requested" basis. A minimum 72 hour period will be required in order to arrange such services upon request.

~~PROVISION FOR HANDIPCAPPED ACCESS~~ MEETING ACCESS TO PERSONS WITH DISABILITIES

To encourage the participation of persons with disabilities, ~~A~~all locations for public hearings and meetings shall be handicapped accessible~~ for the disabled, handicapped and wheelchair user population~~. Such locations shall have ample parking and/or designated handicapped parking areas, appropriate access corridors, ramps, adequate width hallways and door openings, and shall be elevator equipped if said meetings are held above the first floor level. Notices of public hearings and meetings shall state that special assistance and arrangements will be made for interested parties upon reasonable request. In accordance with the Americans with Disabilities Act (ADA), any person needing accommodations to attend or participate, pursuant to the ADA, should contact (850) 595-4947 at least 72 hours in advance of the event in order to allow time to provide the necessary services. The Center for Independent Living of Northwest Florida is utilized as a local contact to determine workable alternatives for the ~~handicapped~~ disabled with respect to access issues.

Request of materials in an alternate format may be directed to the Consortium member holding the meeting.

~~PROVISION FOR HEARING IMPAIRED, BLIND, OR PERSONS WITH SPECIAL NEEDS~~

~~CITIZEN~~ COMPLAINT AND GRIEVANCE PROCESS

~~All C~~citizens, administering agencies, and other interested parties may submit complaints and grievances concerning the Consolidated Plan, Annual Plan, Substantial Amendments to the Plan or Substantial Changes to the Planned Use of ~~CDBG~~ Funds, or Performance Report(s). Complaints should be in writing, specific to the subject matter, and include facts to support allegations. ~~will be promptly answered either by telephone, personal contact, or in writing. All written complaints will be answered in writing~~. Written complaints should be addressed to the Administrative Contacts noted ~~on page one~~within this plan.

The response period should not exceed fifteen working (15) days from the date of receipt of the inquiry by the appropriate ~~CDBG~~ local Administrative Office and will be provided in writing. Any responses to HOME related complaints within the City of Pensacola or Santa Rosa County's jurisdictions should be copied to Escambia County as the lead jurisdiction. If this fails to resolve

the complaint or related issues, an appeal may be made to Escambia County for the HOME program or HUD for the CDBG program.

It is the policy of HUD; the Escambia County Board of County Commissioners~~, and their agent,~~ and the Neighborhood Enterprise ~~Foundation, Inc. (NEFI)~~Division; the City of Pensacola and the Pensacola Housing Department; and Santa Rosa County and Santa Rosa County Community Planning, Zoning and Development Division, to provide a means by which persons may file ~~complaints of substandard workmanship and~~ complaints of ~~the~~ discrimination in housing and/or HUD assisted contracts. Therefore, it is the policy of these entities to enforce nondiscrimination practices in program policy, procedure or performance ~~and to assure quality workmanship~~. The initial effort to resolve such complaints shall be the responsibility of the ~~Director of the CDBG~~ respective local Administrative Office. ~~After receipt of the complaint in writing, the Director shall collect pertinent information necessary to assess the validity of the complaint, and after meeting with the complainant, he/she shall render an administrative decision regarding the complaint. The decision shall be rendered in writing within fifteen (15) days of the date the written complaint is received in the CDBG respective Administrative Office.~~

~~the following local options shall also be available for appeal by the complainant:~~

Commented [MR1]: Not applicable to this plan. Workmanship issues are addressed in rehab contracts or other program documents.

Commented [MR2]: Removed as this is in reference to Fair Hsg complaints, which is contained in the Analysis of Impediments to Fair Housing Report. Not applicable to this Plan

~~**CITIZEN COMPLAINT PROCESS**~~

~~All citizen complaints concerning the Consolidated Plan, Substantial Amendments to the Plan or Substantial Changes to the Planned Use of CDBG Funds, or Performance Report(s) will be promptly answered either by telephone, personal contact, or in writing. All written complaints will be answered in writing. The response period should not exceed fifteen (15) days from the date of receipt of the inquiry by the appropriate CDBG Administrative Office.~~

~~1. Any person who feels that he/she has been discriminated against because of race, color, religion, sex, national origin, age, or physical handicap, or has a complaint concerning quality of workmanship should contact the following office for further assistance:~~

~~Consortium wide:~~
~~Executive Director~~
~~Escambia-Pensacola Human Relations Commission (HRC)~~
~~2257 North Baylen Street, Pensacola, Florida 32501~~
~~850-437-0510~~

~~2. An impartial review of the complaint will be completed and a written determination as to the proposed resolution of the complaint.~~

~~3. This determination will be considered to be the final decision at the local level; however, this determination shall not impede either party from seeking judicial remedy or from appealing directly to the U.S. Department of Housing and Urban Development.An appeal of the local determination/decision should be filed with the U.S. Department of Housing and Urban Development, Jacksonville Area Office, at the address cited below.~~

~~4. Nothing in the aforementioned procedures shall prohibit a person from filing a complaint directly with the U.S. Department of Housing and Urban Development, c/o~~

~~Fair Housing and Equal Opportunity Division, 400 West Bay Street, Suite 1015, Jacksonville, Florida 32202.~~

~~Housing discrimination complaints or questions may also be filed directly by calling:~~

~~HUD: 1-800-424-8590~~
~~State: 1-800-342-8170~~
~~Local (HRC): 850-437-0510~~

~~EXHIBIT 1~~

~~**ESCAMBIA CONSORTIUM**~~
~~**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**~~

~~**Criteria for Amendments to the Consolidated Plan and/or Substantial Change in Planned Use of CDBG Funds**~~

Commented [MR3]: Moved and incorporated in the main document for clarity

~~**CONSOLIDATED PLAN AMENDMENT CRITERIA:**~~

~~The Escambia Consortium will consider an amendment to its approved Consolidated Plan in accordance with governing regulations at 24 CFR Part 91 under any of the following occurrences:~~

~~1. The addition of program activities which do not fall within any of the priority areas cited in the Escambia Consortium Consolidated Plan Five-Year Strategic Plan;~~

~~Major alteration of the purpose, scope, location or beneficiaries of activities cited in the Consolidated Plan;~~

~~The Consortium makes a change in its allocation priorities or a change in the method used to distribute CDBG, HOME or ESG funds. A reallocation or redistribution of funds shall be considered to be substantial if the total amount of funds (including program income) is equal to or exceeds twenty-five percent (25%) of the CDBG, HOME, or ESG funds allocation for the activity.~~

~~**SUBSTANTIAL CHANGE IN THE USE OF CDBG FUNDS:**~~

~~Escambia County and the City of Pensacola will consider an amendment to its approved CDBG Final Statement of Objectives and Planned Use of Funds (or the equivalent thereof) in accordance with governing regulations 24 CFR Part 570 under any of the following occurrences:~~

~~The addition or deletion of any activity from the approved list of CDBG activities included in the Consolidated Plan/Escambia County or City of Pensacola Annual Action Plan for each respective CDBG program year.~~

~~The purpose, scope, location, and/or beneficiaries of any activity or project are materially altered or changed from the approved County's or City's Annual Action Plan for each respective program year.~~

~~The approval funding level for any individual activity included in the CDBG Annual Action Plan is increased or decreased by an amount in excess of twenty-five percent (25%) of the originally approved activity line item for each respective CDBG program year.~~

~~In accordance with directives published by HUD, documentation of the amendment process will be maintained in local program files and/or provided to HUD in writing prior to implementation of the substantial amendment.~~

CITIZEN PARTICIPATION PLAN
FOR THE
ESCAMBIA CONSORTIUM
Related to Administration of Community Planning and Development Programs of the U.S. Department of Housing and Urban Development (HUD)

COMPRISED OF
ESCAMBIA COUNTY, CITY OF PENSACOLA, SANTA ROSA COUNTY, AND THE CITY OF MILTON

Updated July 2020

CITIZEN PARTICIPATION PLAN
FOR THE
ESCAMBIA CONSORTIUM

OVERALL GOAL

The purpose of this Citizen Participation Plan (CPP) is to ensure an adequate opportunity for community wide participation in planning, development, implementation, monitoring and evaluation of activities related to the housing and community development activities undertaken through the Escambia Consortium, and/or individually by the jurisdictions comprised of the Consortium. The primary focus of this Plan is upon the development of the Consolidated Plan for the Escambia Consortium and the development of strategies for the integration of activities under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant Program (ESG), and related programs administered by HUD from time to time as deemed essential to the Consortium's Plans and initiatives. The jurisdictions comprising the Consortium currently include: Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton, including its incorporated municipalities.

ADMINISTATIVE RESPONSIBILITIES AND CONTACT INFORMATION

Escambia County as an Urban County, and the City of Pensacola as a Metropolitan City, are HUD entitlement communities, each receiving their own allocation of CDBG funding directly from HUD. Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton have elected to form the Escambia Consortium to jointly receive an allocation of HOME funds, with Escambia County serving as the lead jurisdiction for the HOME Consortium.

Contact Information:

Escambia County CDBG Program/HOME Consortium
Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
850-595-4968
mareeves@myescambia.com

City of Pensacola CDBG Program
Marcie Whitaker, Housing Administrator
Department of Housing
P.O. Box 12910
Pensacola, FL 32521
850-858-0350
mwhitaker@cityofpensacola.com

OBJECTIVES

1. To increase interchange of information between Housing and Community Development staff and the local citizenry concerning housing, community development and related needs or concerns.

2. To heighten public awareness as to the purpose and function of the HUD programs available locally, including CDBG, HOME and other types of assistance available, especially among low/moderate income residents of areas targeted for assistance.

3. To increase community participation in data collection/needs assessment, planning, program design, project/activity implementation, substantial amendment, and performance evaluation/reporting issues associated with these programs, and thereby create local support for and understanding of the CDBG, HOME, and other HUD programs, their respective goals and objectives, and their importance to the community.

4. To allow affected or potentially affected citizens, agencies and/or organizations to directly assist in shaping and guiding the impacts of these programs upon their neighborhood as well as the Consortium-wide community.

DEFINITIONS:

For purposes of the CDBG and HOME programs, the following definitions will apply:

Community Development Block Grant (CDBG): A grant program administered by the U.S. Department of Housing and Urban Development (HUD). This grant allots money to cities and counties for housing rehabilitation, affordable housing assistance, community services, and community development activities (including community facilities and economic development).

HOME Investment Partnerships Program (HOME): A grant program administered by HUD and is allocated to cities and counties for affordable housing development. Eligible activities include housing development and rehabilitation and homebuyer assistance. The City of Pensacola, Santa Rosa County, and the City of Milton are eligible for funds through membership with Escambia County in the HOME Consortium.

Emergency Solutions Grant Program (ESG): A grant program administered by HUD, which is allocated to cities and counties for the purpose of street outreach, emergency shelter, homelessness prevention, rapid re-housing and Homeless Management Information System (HMIS) for the benefit of individuals or families that are homeless or at risk of homelessness.

Annual Action Plan: An Annual Action Plan is prepared during each year of the 5 year Consolidated Plan and specifies the amount of funding the Consortium members anticipate receiving from HUD and describes the activities to be undertaken with those funds to address needs and priorities outlined in the Consolidated Plan.

Assessment of Fair Housing (AFH): Assessment required by HUD under the Affirmatively Furthering Fair Housing (AFFH) rule. The AFH is an analysis of fair housing data, issues, and contributing factors in a local government jurisdiction and/or region and identification of fair housing goals and priorities for the jurisdiction and/or region. Local governments will strive to include local public housing agencies in the preparation of the AFH.

Consolidated Plan: The Consolidated Plan is a five-year planning document for the CDBG,HOME programs as required by 24 CFR Part 91. The Consolidated Plan must contain a housing and community development needs assessment, a five-year strategic plan to address the needs identified, and a one-year annual action plan to identify specific activities and planned use of CDBG,HOME, and ESG funds.

Consolidated Annual Performance Evaluation Report (CAPER): The CAPER is an annual report summarizing the progress in implementing the Consolidated Plan.

Median Family Income (MFI): HUD surveys major metropolitan areas annually to develop an index of median family income by household size.

Low- and Moderate-Income Households: Pursuant to HUD regulations, the primary beneficiaries of the CDBG and HOME program should be low- and moderate-income households, defined by HUD as follows:

Extremely Low-Income:	0-30% County Median family income (MFI) adjusted for household size.
Low-Income:	31-50% County MFI adjusted for household size.
Moderate-Income:	51 - 80% County MFI adjusted for household size.

Low- and Moderate-Income Neighborhood: Generally defined as a census tract(s) or block group(s) in which a minimum of fifty-one percent (51%) of the residents have an income not exceeding eighty percent (80%) of the area median family income.

Slum and Blighted Area: An area that meets the definition of a slum, blighted, deteriorated or deteriorating area under State or local law, typically identified as Redevelopment Project Areas, or where a substantial number of deteriorating or dilapidated buildings or improvements are present throughout the area.

Publicly Assisted Housing Developments: Housing projects (either rental or ownership housing) developed with the assistance of public funds such as HOME, CDBG, and redevelopment set-aside funds.

Program Year: The Program Year utilized by the Consortium is October 1 through September 30.

PUBLIC HEARINGS, NOTICES AND MEETING REQUIREMENTS

The public notice and public hearing requirements stipulated below are based upon the Consolidated Plan regulations provided in the governing Federal Regulations found at 24 CFR Part 91. All advertised meetings and hearings shall be open to the public. Every effort will be made to minimally comply with or exceed these requirements with respect to preparation of the Consortium's Consolidated Plan and related activities.

Five Year Consolidated Plan and/or Annual Plan Planning Process

A public notice will be published, and a minimum of one public meeting will be held during the formative stage of the Consolidated Plan development process. Every effort will be made to hold one public meeting in Escambia County and one in Santa Rosa County. The purpose of the notice and hearing will be to encourage citizens and interested parties to provide their verbal and/or written views on: 1) housing and community development needs, including priority non-housing community development needs; and/or 2) recommendations concerning potential activities or projects to aid in addressing their concerns.

PROPOSED Consolidated Plan and/or Annual Action Plan

Based upon prior input, appropriate staff will prepare a Proposed Draft of the Escambia Consortium Consolidated Plan and/or Annual Action Plan. A summary of the PROPOSED Plan(s) will be advertised in the non-legal section of the local newspaper having the major circulation in the Consortium, and the notice will advise of:

a. Specific locations where complete copies of the DRAFT Plan can be reviewed. Locations shall include, but not be limited to: The Escambia County Neighborhood Enterprise Division Office; City of Pensacola Housing Office; and County and City websites.

b. Impending public hearing(s) to receive verbal and written comments from the public, as well as a minimum 30-day period for public review and comment concerning the PROPOSED Plan. The 30-day comment period shall fully expire prior to the adoption of the Consolidated Plan by Escambia County, the lead participating jurisdiction.

c. The amount of assistance the Consortium expects to receive from the CDBG, HOME and other HUD programs (including grant funds and estimated program income) and the range of activities that may be undertaken.

FINAL Consolidated Plan and/or Annual Action Plan

Notice of the availability of the FINAL Plan document will be provided through a non-legal advertisement in the local newspaper having the major circulation within the Consortium. The Final Plan notice will also incorporate:

a. Notice of the Consortium members jurisdiction's plans to minimize displacement of persons and to assist any persons displaced in accordance with each jurisdiction's

locally adopted Anti-Displacement and Local Relocation Policies or Plans. The notice shall also advise of the availability of such Policies and Plans to the public.

b. State the estimated amount of HUD CDBG, HOME and other HUD funds which will benefit persons of low and moderate income. (NOTE: This may be included in both the DRAFT and FINAL Plan notices as warranted.)

c. Notice of the availability of an Escambia Consortium Citizen Participation Plan and, as warranted, provision for review and comment concerning the original Citizen Participation Plan or any substantial amendments to the Plan.

Amendments to Consolidated Plan and/or Annual Action Plan

A Substantial amendment to the Consolidated or Annual Action Plan will be considered under the following conditions:

1. The addition or deletion of a program activity differing from ones originally described in the Consolidated Plan or Annual Action Plan.
2. A change in the purpose, scope, location, or beneficiaries of activities cited in the Consolidated Plan or Annual Plan.
3. Budget changes for any individual activity is increased or decreased by an amount in excess of twenty-five percent (25%) of the originally approved activity line item for each respective program year.

Upon reaching the thresholds identified, a non-legal advertisement will be placed in the local newspaper with the greatest Consortium-wide circulation that identifies the purpose of the amendment, the projects or activities affected and the amount of funds involved. The notice will provide for a minimum 30-day public review and comment period prior to implementation of the amended activities or projects.

Consolidated Annual Performance Evaluation Report (CAPER)

Adequate opportunity for public review and comment on the Consortium's annual Consolidated Annual Performance Evaluation Report (CAPER) or other alternate reporting format as prescribed by HUD will be provided through public notification of the availability of the report by placing a non-legal advertisement in the local newspaper with the greatest Consortium-wide circulation. The notice will provide for a minimum 15-day public review and comment period prior to submission of the performance report to HUD.

Assessment of Fair Housing (AFH) Plan

The purpose of the AFH Plan is to meet requirements established by HUD under the Affirmatively Further Fair Housing Rule (24 CFR § 5.158). Community participation, consultation, and coordination are required under this plan. HUD has strongly encouraged regional participation and cooperation from recipients of HUD funding in the preparation of this plan. Consortium members will make outreach to include public housing agencies (PHAs) such as the Area Housing Commission, Milton Housing Authority, and the Pensacola Housing Department.

A minimum of two public meetings will be held to receive input on fair housing issues and contributing factors during the development of the AFH Plan. Outreach will include but is not limited to the following: public notice advertisement in the local newspaper, publication on County and City websites, and direct outreach to PHAs and consulting agencies such as the Escambia Human Relations Commission and local legal aid agencies. Additionally, a public hearing will be held before the proposed AFH is published for comment.

The draft AFH Plan will be made available on County and City websites and will provide a minimum of 30 calendar days to allow the public to review and make comments. A public notice will be advertised in the local newspaper advising of the availability of the draft AFH Plan. All comments received in writing or orally at public hearings or during the comment period will be considered in the formulation of the plan and a summary of those comments will be included within the final Plan document for final approval by Consortium members.

Citizen Participation Plan

This Citizen Participation Plan (CPP) sets forth the Consortium's policies and procedures for citizen engagement in the development of the Consolidated Plan, Annual Action Plan, Amendments, the CAPER, and AFH Plan.

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All public hearings and opportunities for public input/comment will minimally be announced in the non-legal section of the *Pensacola News Journal*, the newspaper with major Consortium-wide circulation, as a display retail advertisement a minimum of five (5) days prior to the scheduled public hearing. Within the confines of program schedules and deadlines, every effort will be made to advertise ten (10) days in advance of all public input/data collection public hearings. Notice of public hearings will be advertised at least once during the applicable period. Copies will be made available on the County and City websites.

Hearings will be held at times and locations convenient to potential or actual beneficiaries and will be held in accessible locations to accommodate persons with special needs or disabilities. To ensure accessibility, hearings will be held at one or more of the following locations: Pensacola City Hall, Committee Meeting Room, 222 West Main Street, Pensacola, Florida; Escambia County Courthouse, Board of County Commissioners Meeting Room, 223 South Palafox Place, Pensacola, Florida; Santa Rosa County Administrative Center, Milton, Florida; City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida; and/or in designated accessible community facilities within target areas or the local community. Comments and views of citizens received in writing or orally during the above referenced public hearings shall be considered in the report and/or supplementary documents related thereto, and a summary incorporated as an attachment to the final Consolidated Plan, the final Annual Action Plan, Substantial Amendments, AFH Plan, or the CAPER.

CITIZEN PARTICIPATION IN RELATION TO DISASTERS OR EMERGENCY EVENTS

In compliance with HUD Memos dated March 31, 2020 and April 9, 2020, the Consortium will make the following allowances for disaster response and emergency preparedness, especially in relation to infectious disease events such as COVID-19. These allowances include the following:

- Virtual hearings may be considered as an allowed method for citizen participation when necessary for public health reasons;
- Consolidated and Annual Plan Amendments will be available for not less than a 5 day public review and comment period in lieu of the usual 30 day period.

These allowances do not change current citizen participation policies but permit expedited action in relation to disasters or emergency events.

RESPONSE TO PROGRAM INQUIRIES

Written responses to written program inquiries, comments or suggestions will be provided by the responsible administrative office within fifteen (15) working days, where practicable, after receipt of the written communication. Such inquiries and responses shall be retained in the official records of the applicable administrative office.

APPLICABILITY OF THE CONSORTIUM CITIZEN PARTICIPATION PLAN

The requirements of this Plan shall pertain to the collective actions of the members of the Escambia Consortium with respect to the Consolidated Plan, the Annual Action Plan, Substantial Amendments to the Plan, AFH Plan, and/or the Consortium Performance Report(s), and shall be considered the minimum threshold for such actions. As this Consortium Plan incorporates the activities of an Urban County (Escambia) and an entitlement City (Pensacola), the citizen participation process undertaken by the Consortium and/or through individual actions of the CDBG entitlement jurisdictions will provide for citizen participation addressing the proposed activities within each CDBG entitlement community. Nothing in this document shall prohibit member jurisdictions from exceeding the requirements cited herein by developing a separate Citizen Participation Plan addressing each individual local government's planned public participation activities.

ACCESS TO PUBLIC INFORMATION

All program information will be available for inspection by interested citizens, public agencies, and other interested parties including, at a minimum: PROPOSED and FINAL Consolidated and Annual Action Plans (including the planned use of HUD CDBG, HOME, and ESG funds); CDBG, HOME, and ESG program regulations; local CDBG, HOME and ESG program guidelines and operating procedures; Substantial Amendments to the Consolidated Plan or Annual Action Plan; CAPER; AFH Plan; reports concerning the use of CDBG, HOME and ESG funds by the Consortium's member jurisdictions over the past five years; and this Citizen Participation Plan.

These documents will be available during normal working hours (Monday through Friday, from 8:00 a.m. to 4:30 p.m.) at: Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida; Pensacola Housing Department, 420 West Chase Street, Pensacola, Florida; Santa Rosa County Community Planning, Zoning and Development Division, 6051 Old Bagdad Highway, Suite 201, Milton, Florida. This information will be available at no charge. The full text of the adopted Consolidated Plan, Annual Action Plan, AFH Plan, and CAPER will also be made available online at the Escambia County website.

In addition, specific information dissemination will be undertaken to inform and encourage participation by low-and moderate income persons residing in areas where CDBG funds are

proposed to be used by residents of predominately low and moderate-income neighborhoods, as defined by the jurisdiction. Activities might include neighborhood meetings at community centers, churches or other convenient locations; community outreach by Housing and Community Development Staff; regular meetings with community-based advisory groups or committees; limited technical assistance and referrals regarding development of proposals for assistance provided through HUD; and availability of written (flyer type) information concerning the various programs. These activities provide excellent opportunities for interaction in a neutral setting between staff and those residents served by the program, whereby citizens' views and recommendations are strongly encouraged.

TECHNICAL ASSISTANCE

The Escambia Consortium is committed to providing technical assistance to individuals and organizations representing low/moderate income persons developing proposals for funding assistance under any of the programs or plans covered by the Consolidated Plan. Consortium Staff will provide technical assistance, to the greatest extent feasible to all applicants or potential applicants and citizens. Technical assistance does not guarantee receipt of funds.

Requests for technical assistance shall be made in writing specifying the nature of the technical assistance requested and specifying the organization requesting assistance.

NON-ENGLISH SPEAKING PERSONS

The Consortium has a significantly smaller Spanish-speaking population than the State of Florida as a whole. Operational experience in the various programs operated within the Consortium has proven that the number of families speaking Spanish or other foreign languages is not significant. However, arrangements will be made for the interpreters or translation of documents on an "as requested" basis. A minimum 72 hour period will be required in order to arrange such services upon request.

MEETING ACCESS TO PERSONS WITH DISABILITIES

To encourage the participation of persons with disabilities, all locations for public hearings and meetings shall be handicapped accessible. Such locations shall have ample parking and/or designated handicapped parking areas, appropriate access corridors, ramps, adequate width hallways and door openings, and shall be elevator equipped if said meetings are held above the first floor level. Notices of public hearings and meetings shall state that special assistance and arrangements will be made for interested parties upon reasonable request. In accordance with the Americans with Disabilities Act (ADA), any person needing accommodations to attend or participate, pursuant to the ADA, should contact (850) 595-4947 at least 72 hours in advance of the event in order to allow time to provide the necessary services. The Center for Independent Living of Northwest Florida is utilized as a local contact to determine workable alternatives for the disabled with respect to access issues.

Request of materials in an alternate format may be directed to the Consortium member holding the meeting.

COMPLAINT AND GRIEVANCE PROCESS

Citizens, administering agencies, and other interested parties may submit complaints and grievances concerning the Consolidated Plan, Annual Plan, Substantial Amendments to the Plan or Substantial Changes to the Planned Use of Funds, or Performance Report(s). Complaints

should be in writing, specific to the subject matter, and include facts to support allegations. Written complaints should be addressed to the Administrative Contacts noted within this plan.

The response period should not exceed fifteen working (15) days from the date of receipt of the inquiry by the appropriate local Administrative Office and will be provided in writing. Any responses to HOME related complaints within the City of Pensacola or Santa Rosa County's jurisdictions should be copied to Escambia County as the lead jurisdiction. If this fails to resolve the complaint or related issues, an appeal may be made to Escambia County for the HOME program or HUD for the CDBG program.

It is the policy of HUD; the Escambia County Board of County Commissioners and the Neighborhood Enterprise Division; the City of Pensacola and the Pensacola Housing Department; and Santa Rosa County and Santa Rosa County Community Planning, Zoning and Development Division, to provide a means by which persons may file complaints of discrimination in housing and/or HUD assisted contracts. Therefore, it is the policy of these entities to enforce nondiscrimination practices in program policy, procedure or performance. The initial effort to resolve such complaints shall be the responsibility of the respective local Administrative Office.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18178 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: HUD Environmental Reviews for Continuum of Care Programs
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the U.S. Department of Housing and Urban Development Environmental Reviews for Continuum of Care Programs - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

A. Authorize the County to be the responsible entity for select HUD Environmental Reviews for Continuum of Care Programs; and

B. Ratify the County Administrator's signature on the HUD Environmental Reviews for Continuum of Care Project, "Housing First," sponsored by Lakeview Center, Inc., and "Project 90-2019," sponsored by 90Works.

[Funding: N/A]

BACKGROUND:

HUD requires local homeless Continuum of Care (COC) programs to undertake National Environmental Policy Act (NEPA) reviews for its projects. The only agencies that can serve as responsible entities under 24 CFR Part 58 are either the local government or HUD. The environmental reviews must be performed before any funds can be expended on a HUD project. The local COC and HUD inquired as to whether the County can undertake these reviews again this year for Fiscal Year (FY) 2020 projects. Last year the County served as responsible entity and performed the reviews for two projects receiving COC funds.

This Recommendation will cover the following new or updated COC Projects:

1. Housing First - Lakeview Center will provide funding that helps support 12 bed scattered site units for homeless and chronically homeless adults, including operations and supportive services (Exhibit I); and

2. Project 90/2019 - 90Works will provide tenant based rental assistance to help homeless individuals and families obtain housing and become self sufficient (Exhibit II).

These reviews are good for up to five years provided that there is not a change in the scope of the project. This Recommendation ratifies the County Administrator's signature on the HUD NEPA Environmental review forms for each project.

BUDGETARY IMPACT:

The Continuum of Care funding does not come through the County, but is directly granted to COC agencies. Receipt of funding is contingent on having a NEPA Environmental Review performed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Neighborhood Enterprise Division (NED) staff has completed the environmental reviews for these projects.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board authorization is required for the County Administrator to sign off on the Environmental Review record for this COC project as prepared by NED staff.

IMPLEMENTATION/COORDINATION:

If approved by the Board, NED will coordinate with 90Works and Lakeview Center to finalize the environmental review and subsequent submission to HUD.

Attachments

Ex I-Lakeview COC ERR

Ex II-90Works COC ERR

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Continuum of Care Leasing or Rental Assistance Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)(5)

This CoC Limited Scope Review Format is to be used **only** for project-based leasing or project-based rental assistance activities without any associated repairs, rehabilitation, new construction, or other activities with physical impacts funded under the Continuum of Care (CoC) program.

Certain fields have been completed already based on the specifics of these program activities. It is the Responsible Entity's responsibility to ensure that all required fields (those marked with an asterisk) and analysis are completed. For instructions on completing this form, see https://www.hudexchange.info/resource/3800/limited-scope-environmental-review-coc/

Project Information

***Project Name:** Housing First

***Responsible Entity:** Escambia County

Grant Recipient (if different than Responsible Entity): Lakeview Center

State/Local Identifier:

***Preparer:** Christine Crespo, Neighborhood Enterprise Division, Escambia County

***Certifying Officer Name and Title:** Janice P. Gilley, County Administrator, Escambia County

Consultant (if applicable):

***Project Location:**
1. 1505 W Lakeview Ave, Pensacola, FL 32501 (2 units)
2. 1445 E Johnson Ave, Pensacola, FL 32514 (2 units (unit is a duplex and address is listed under 1447 E Johnson Ave))

***Description of the Proposed Project** [24 CFR 58.32; 40 CFR 1508.25]**:**
The supportive Housing Project is a 12 bed scattered site permanent housing program for homeless and chronically homeless adults. This project provides funding that helps support leasing, operations and supportive services including mental health services, substance abuse services, case management, life skill coaching, employment assistance and transportation. This program is a low barrier project that can accept a person immediately if an apartment is available.

This format is to be used for project-based leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Note: This environmental review is only for the new units that have been added to the grant. All other units have already had an approved environmental review:
7781 Sumpter St, Pensacola, FL 32534 & 190 N. Old Corry Field Rd, Pensacola, FL 32507

***Level of Environmental Review Determination:**
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5, per 24 CFR 58.35(a)(5). Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.

Funding Information

*Grant Number	*HUD Program	*Funding Amount
FL0634L4H111903	Continuum of Care (CoC)	$130,547

***Estimated Total HUD Funded Amount:** $130,547

***Estimated Total Project Cost** (HUD and non-HUD funds): $163,186

Compliance with 24 CFR 58.5 and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits or approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the HUD's Airport Hazard regulations without further evaluation.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	* The units are not located in a CBRS Unit. Therefore, this project has no potential to impact CBRS Units and is in compliance with the Coastal Barrier Resources Act. Exhibit I

This format is to be used for project-based leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	The structure or insurable property is not located in FEMA designated Special Flood Hazard Area. Flood insurance is not mandatory in this instance. The project is in compliance with flood insurance requirements. Exhibit II
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Clean Air Act without further evaluation.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Coastal Zone Management Act without further evaluation.
Contamination and Toxic Substances 24 CFR 58.5(i)(2)	Yes ☐ No ☒	*All evidence of potential toxic substances are currently compliant with no violations. On-site or nearby toxic, hazardous, or radioactive substances that could affect the health and safety of project occupants or conflict with the intended use of the property were not found. The project is in compliance with contamination and toxic substances requirements. Site contamination facilities documentation within .5 mile radius have been attached at Exhibit III.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Endangered Species Act without further evaluation.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with HUD's Explosive and Flammable Hazards standards without further evaluation.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Farmland Protection Policy Act without further evaluation.

This format is to be used for project-based leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☐ No ☒	*The project does not occur in a flood plain. The project is in compliance with Executive Order 11988. See Exhibit II for FEMA FIRMETTE
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	HUD has determined that leasing and rental assistance with no associated repairs, rehabilitation, or other activities with physical impacts has No Potential to Cause Effects under 36 CFR 800.3(a)(1) (see Appendix A). Therefore, this project is in compliance with Section 106 of the National Historic Preservation Act without further obligations.
Noise Abatement and Control 24 CFR Part 51 Subpart B	Yes ☐ No ☒	This project consists only of leasing or rental assistance. HUD's Noise standards do not apply.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Safe Drinking Water Act without further evaluation.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5; 24 CFR Part 55 wetlands provisions	Yes ☐ No ☒	This project consists only of leasing or rental assistance without any new construction. Executive Order 11990 and Part 55 wetlands provisions do not apply to projects that do not involve new construction in a wetland.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Wild and Scenic Rivers Act without further evaluation.
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	This project provides funding that helps support leasing, operations and supportive services including mental health services, substance abuse services, case management, life skill coaching, employment assistance and transportation. No adverse effect is anticipated for low income or minority populations.

This format is to be used for project-based leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Mitigation Measures and Conditions

Summarize below all mitigation measures either taken or required as a condition of approval of the project by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

***Determination:**

☒ This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down** for this (now) EXEMPT project; OR

☐ This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF, submit RROF (HUD 7015.15), and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

☐ This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Christine Crespo Date: 6/25/20

Name/Title/Organization: Christine Crespo/ Compliance Coordinator/ Escambia County

Responsible Entity Agency Official Signature: Janice P Gilley Date: 6-27-20

Name/Title: Janice P. Gilley/ County Administrator

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

This format is to be used for project-based leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Appendix A –

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

FEB 20 2014

MEMORANDUM FOR: CPD Division Directors
Regional Environmental Officers

FROM: Danielle Schopp, Director, Office of Environment and Energy, DGE

SUBJECT: Determination that Continuum of Care (CoC) Leasing and Rental Assistance with no associated physical building activities have "No Potential to Cause Effects" under Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800

The U.S. Department of Housing and Urban Development (HUD) has determined that leasing and rental assistance activities in the Continuum of Care (CoC) Program that include no maintenance, repairs, or rehabilitation to the leased or rented properties have "No Potential to Cause Effects," as described in 36 CFR 800.3(a)(1). These leasing and rental assistance activities provide transitional or permanent housing for the homeless in existing scattered site buildings with no associated physical changes to the buildings, and have no potential to cause effects on historic properties, assuming such properties were present. Neither HUD nor the grantees participating in the CoC Program have any further obligations for these projects under Section 106 of the National Historic Preservation Act (Section 106) or 36 CFR Part 800. No consultation with the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), or other interested parties is required.

A copy of this memorandum in the Environmental Review Record for a qualifying individual CoC project will document compliance with Section 106, 36 CFR Part 800, 24 CFR Part 50, and 24 CFR Part 58 regarding historic properties.

Leasing and rental assistance with associated unit or building repairs, rehabilitation, or new construction do not qualify for the treatment described in this memo. Likewise, other types of projects participating in the CoC Program, including repairs, rehabilitation, and new construction, do not qualify for the treatment described in this memo. These activities must be fully reviewed under the Section 106 process, including consultation with a SHPO, THPO and/or tribal authority, interested parties and the public, to aid HUD or the Responsible Entity in making an effect determination.

Please direct any questions regarding this memorandum to Nancy E. Boone, Federal Preservation Officer, at Nancy.E.Boone@hud.gov or 202-402-5718.

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: Project90-2019

Responsible Entity: Escambia County

Grant Recipient (if different than Responsible Entity): 90 Works

State/Local Identifier:

Preparer: Christine Crespo, Escambia County, Neighborhood Enterprise Division

Certifying Officer Name and Title: Janice P. Gilley, County Administrator

Consultant (if applicable):

Project Location: Escambia County

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]**:**
90Works will work with individuals and families on gaining housing and becoming self-sufficient. The project will support five (5) units where clients will select their own housing from a list of landlords that currently network with the 90Works program. All units will be inspected following the HUD Habitability Inspection Checklist.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
Tenant-based rental assistance

Funding Information

Grant Number	HUD Program	Funding Amount
FL0734L4H111901	Continuum of Care (COC)	$104,373

Estimated Total HUD Funded Amount: $104,373

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable)**:** N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:** $104,373

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the HUD's Airport Hazard regulations without further evaluation.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	No units may be rented within a Coastal Barrier Resource Unit. Each unit located in a coastal county will be checked against the https://www.fws.gov/cbra/maps/Mapper.html to ensure that no units are rented in Coastal Barrier Resource Units.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes ☐ No ☒	This project consists only of rental assistance, and therefore flood insurance is recommended but not required. The project is in compliance with National Flood

[42 USC 4001-4128 and 42 USC 5154a]		Insurance Program without further evaluation.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: Christine Crespo Date: 6/30/20

Name/Title/Organization: Christine Crespo/Compliance Coordinator/Escambia County

Responsible Entity Agency Official Signature:

Janice P Gilley Date: 7-2-20

Name/Title: Janice P. Gilley/Escambia County Administrator

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18011 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Conveyance of a Parcel of Real Property to the Florida Department of Transportation
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Parcel of Real Property to the Florida Department of Transportation - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of parcels of real property and easements to the Florida Department of Transportation (FDOT) for their improvement project on State Road (SR) 10 (US 90A/Nine Mile Road):

A. Adopt the Resolutions authorizing the conveyance of a parcel of real property and temporary easement to FDOT for their planned improvement project on SR 10 (US 90A/Nine Mile Road);

- Resolution 1100 - deed(s) conveying private property acquired by FDOT on behalf of Escambia County
- Resolution 702.1 - County rights-of-way to be used temporarily by FDOT
- Resolution 100.3R - deed conveying County interest to FDOT

B. Approve the Quit Claim Deed (100.3R) and the Temporary Easement (702.1) to FDOT, for their planned improvement project on SR 10 (US 90A/Nine Mile Road); and

C. Authorize the Chairman to execute the Deed, the Temporary Easement, and the Resolutions related to these conveyances without further action of the Board.

The areas of interest are located in Commission District 1.

BACKGROUND:

The Temporary Easement includes all of the existing rights-of-way of Escambia County where there is an intersection with SR 10 (US 90A/Nine Mile Road), lying between the west line of Section 12, Township 1 South, Range 32 West (intersection of Mobile Highway and Silcox Lane) to the east line of Sections 6 and 7, Township 1 South, Range 31 West (intersection of W. Nine Mile Road and Beulah Road). The Quit Claim Deed is for any interest the County may have in a parcel that is currently owned by the Oswald Living Trust (John Howard McNaughton, Trustee).

This property is located in the 9600 Block of Nine Mile Road (Parcel ID: 12-1S-32-2000-005-002). Escambia County obtained a 40-foot wide Drainage Easement over this property in 2001. The Quit Claim Deed will convey any interest from the County for that Easement to FDOT. FDOT's plans for this project will accommodate the drainage in this area. Per their current design, the existing ditch will remain and FDOT will add a stormwater pond next to it.

All costs associated with the relocation of any County facilities within the project area and for the recording of any documents will be borne by FDOT.

Staff reviewed this request and determined that the conveyance of the deed will have no adverse impact on the County and therefore have no objections to the requested conveyance.

BUDGETARY IMPACT:

All costs associated with the relocation of any County facilities, and the acceptance and recording of documents, will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The FDOT- provided forms were approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, FDOT will record these documents in the Public Records of Escambia County.

Attachments

Resolution 1100
Resolution 702
Resolution 100 3
Quit Claim Deed 100 3
Temporary Easement 702
Temporary Easement Map
Quit Claim Map

BSD.12 11/00

April 4, 2018

This instrument prepared by,
or under the direction of,

Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel	1100-1101
Item/Segment No.	2186055
Managing District	3
S.R. No.	10 (U.S. 90A)
County	Escambia

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 10 (U.S. 90A), F.P. No. 2186055, in Escambia County, Florida: and

WHEREAS, it is necessary that certain privately-owned lands be acquired by the State of Florida Department of Transportation for Escambia County: and

WHEREAS, said property will remain on the County system: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to accept the deeds, in favor of Escambia County, conveying said rights, title and interest to the County for said lands required for transportation purposes and for the County to cooperate with the State of Florida Department of Transportation in any condemnation of any property which may be required, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the County shall accept deeds conveying property to the County for transportation purposes, and the County shall cooperate with the Florida Department of Transportation in the condemnation of any property which may be required.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: _____

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: June 9, 2020

08-TE.11-11/00

April 4, 2018

This instrument prepared by,
or under the direction of,

Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Tracy Barbee

Parcel	702.1
Item/Segment No.	2186055
Managing District	3
S.R. No.	10 (U.S. 90A)
County	Escambia

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 10 (U.S. 90A), Financial Project No. 2186055, in Escambia County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Escambia County be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached temporary easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of constructing the project according to current construction plans, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Escambia County, should be drawn and executed by the Board of County Commissioners. Consideration shall be $ N/A.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Steven Barry, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: June 4, 2020

QCD.ESC

March 11, 2020

This instrument prepared by,
or under the direction of,

Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel	100.3R
Item/Segment No.	2186055
Managing District	3
S.R. No.	10 (U.S. 90A)
County	Escambia

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation purposes to construct or improve State Road No. 10 (U.S. 90A), F.P. No. 2186055, in Escambia County, Florida: and

WHEREAS, it is necessary that certain interest owned by Escambia County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for County purposes: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Escambia County in

and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be $ N/A .

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: June 9, 2020

04-QCD.12-06/93
March 11, 2020

This instrument prepared by,
or under the direction of,

Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Alvin Walker

Parcel	100.3R
Item/Segment No.	2186055
Managing District	3
S.R. No.	10 (U.S. 90A)
County	Escambia

COUNTY QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this ___ day of _____ 20___, by ESCAMBIA County, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said grantor has in and to the hereinafter described parcel of land arising out of that certain Drainage Easement, between John Howard McNaughton, Trustee and Escambia County, Florida, dated 1-17-2001, recorded in Official Records Book 4655, Page 734, of the Public Records of Escambia County, Florida, together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of Escambia, Florida, viz:

POND 1A (PART)

A. A parcel of land being in Section 12, Township 1 South, Range 32 West, Escambia County, Florida, described as follows: Commence at a 5/8" iron rod (no ID) marking the northwest corner of said Section 12 (southwest corner of Section 1, Township 1 South, Range 32 West, Escambia County, Florida); thence South 02°47'57" West 618.47 feet along the west line of said Section 12 to an intersection with the centerline of survey of State Road 10 (U.S. 90A), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2186055 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 85°09'03" East

2,535.49 feet along said centerline of survey; thence departing said centerline of survey, run North 04°50'57" West 100.00 feet to the existing northerly right of way line of said State Road 10 (U.S. 90A), as shown on said Right of Way Map and POINT OF BEGINNING; thence North 85°09'03" East 164.73 feet along said right of way line; thence departing said right of way line, run North 04°50'57" West 23.10 feet to a point on a tangent curve to the right (concave northeasterly); thence northeasterly along said curve, having a radius of 1,520.00 feet, for an arc distance of 105.98 feet, through a central angle of 03°59'42" to the existing southerly right of way line of Tower Ridge Road (county road right of way) and end of curve; thence North 86°49'10" West 6.14 feet along said southerly right of way line to the westerly right of way line of Tower Road; thence North 02°50'26" East 14.00 feet along said westerly right of way line; thence departing said westerly right of way line, run North 86°49'10" West 141.92 feet; thence South 03°23'34" West 165.26 feet to POINT OF BEGINNING;

Containing 0.544 acres, more or less.

B. A parcel of land being in Section 12, Township 1 South, Range 32 West, Escambia County, Florida, described as follows: Commence at a 5/8" iron rod (no ID) marking the northwest corner of said Section 12 (southwest corner of Section 1, Township 1 South, Range 32 West, Escambia County, Florida); thence South 02°47'57" West 618.47 feet along the west line of said Section 12 to an intersection with the centerline of survey of State Road 10 (U.S. 90A), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2186055 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 85°09'03" East 2,740.22 feet along said centerline of survey; thence departing said centerline of survey, run North 04°50'57" West 100.00 feet to the existing northerly right of way line of said State Road 10 (U.S. 90A), as shown on said Right of Way Map and POINT OF BEGINNING; thence North 85°09'03" East 562.65 feet along said right of way line; thence departing said right of way line, run North 04°03'33" East 44.07 feet to the existing southerly right of way line of Tower Ridge Road (county road right of way); thence North 86°49'10" West 533.24 feet along said southerly right of way line; thence departing said right of way line, run South 49°15'42" West 49.36 feet to a point on a non-tangent curve to the left (concave northeasterly); thence from a tangent bearing of South 02°17'38" East, southeasterly along said curve, having a radius of 1,480.00 feet, for an arc distance of 66.01 feet, through a central angle of 02°33'19" to end of curve; thence South 04°50'57" East 23.10 feet to POINT OF BEGINNING;

Containing 1.073 acres, more or less.

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: _____

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: June 9, 2020

08-TE.11-11/00

April 4, 2018

This instrument prepared by,
or under the direction of,

_____

Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Tracy Barbee

Parcel	702.1
Item/Segment No.	2186055
Managing District	3
S.R. No.	10 (U.S. 90A)
County	Escambia

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 20___, by and between ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Escambia County, Florida, described as follows, viz:

All rights and interest of Escambia County, Florida, in and to the existing right of way of dedicated and used State Road No. 10 (U.S. 90A), and the existing right of way of portions of the dedicated or maintained streets and roads lying between the west line of Section 12, Township 1 South, Range 32 West, Escambia County, Florida and the east line of Sections 6 and 7, Township 1 South, Range 31 West, Escambia County, Florida, and lying within the required (temporary) right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No 2186055, State Road No. 10 (U.S. 90A), as filed in F.D.O.T. District 3 Office, Chipley, Florida.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of July, 2025.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Steven Barry, Chairman

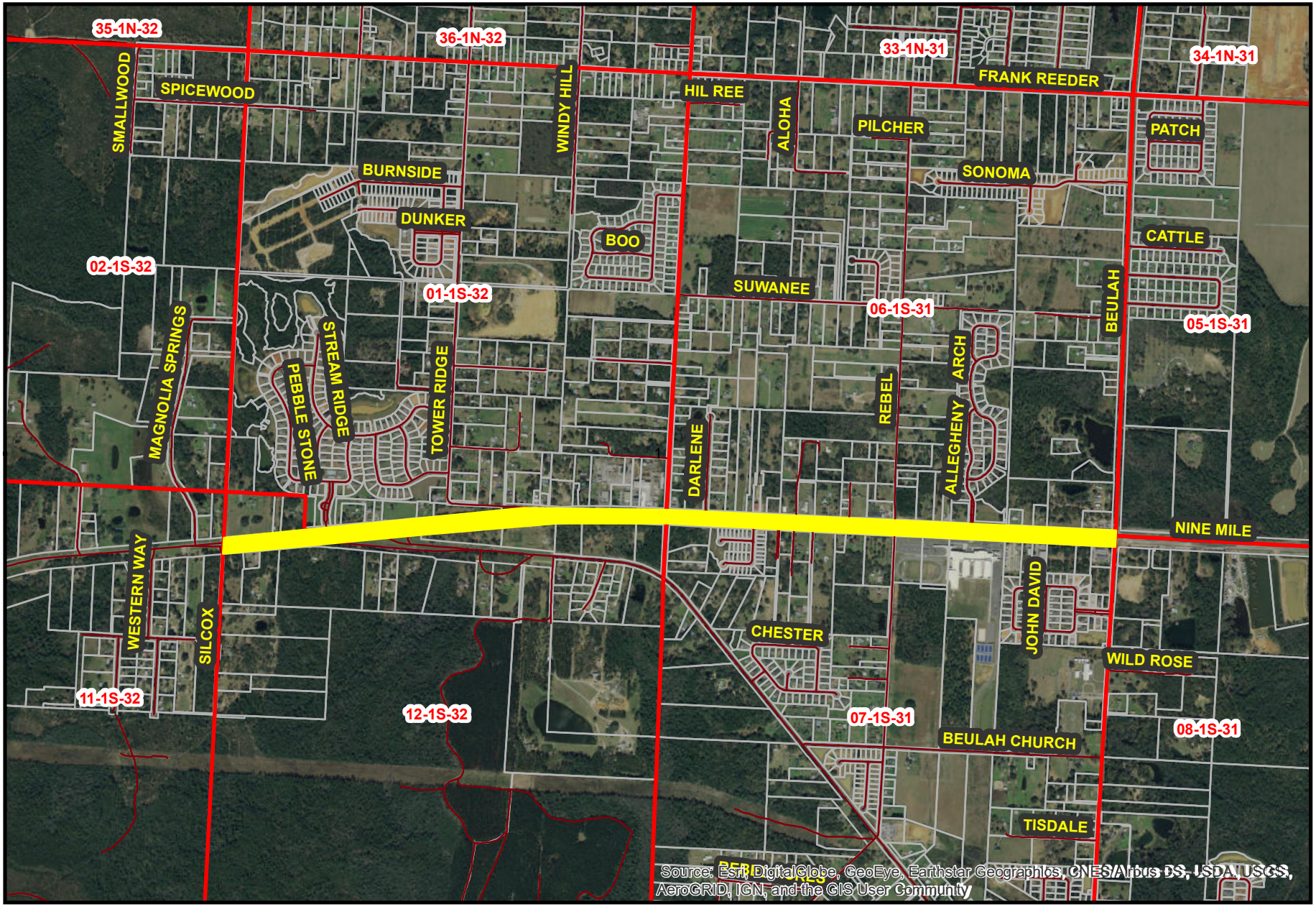
_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: [signature]
Title: Asst. County Attorney
Date: June 4, 2020

West Nine Mile Road - FDOT Project



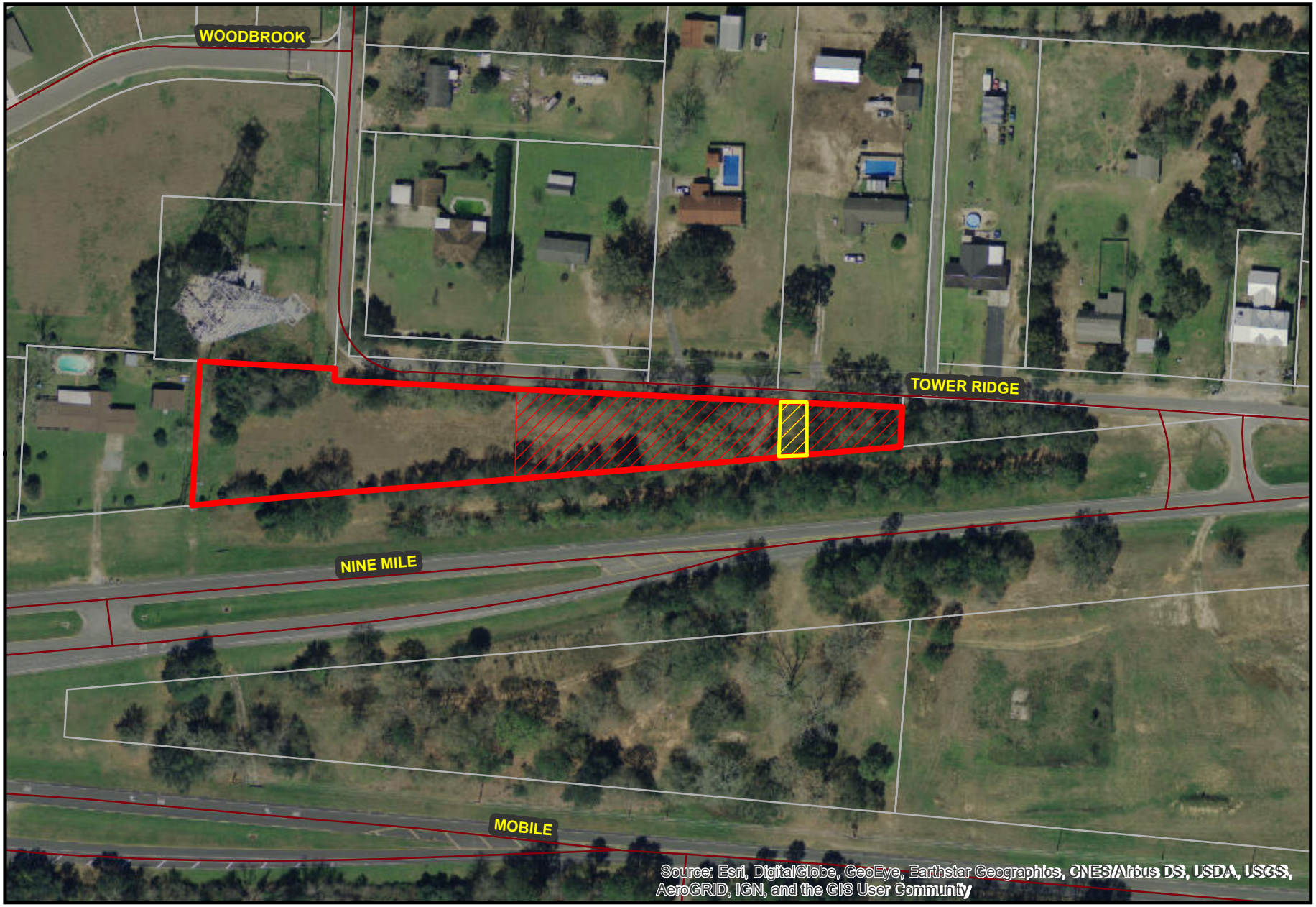
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 6/24/2020 DISTRICT 1

N

Temporary Easement Area

West Nine Mile Road - FDOT Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 6/24/2020 DISTRICT 1

N

40' Wide County Drainage Easement

Portion acquired by FDOT from Oswald

Oswald Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18145 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Schedule a Public Hearing to Consider the Vacation of the Alleyway Located in Block 28 of Englewood Heights
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less) - Joy Jones, P.E., Engineering Department Director

That the Board schedule a Public Hearing for August 6, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.:

A. Authorize the scheduling of a Public Hearing for August 6, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E., and

B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

BACKGROUND:

The Petitioner has designed plans for the construction of tennis courts on the property that they own west of Pensacola High School. This vacation request will allow the Petitioner's property to be one continuous property for the development of the new tennis courts and parking area.

County staff has reviewed this request and have no concerns.

The utility companies have been notified. There are no objections nor facilities in the area outlined by the Petition to Vacate.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 1,500 feet will be notified.

Attachments

Petition_Englewood Heights
Aerial Map_Englewood Heights
Site Plan_Englewood Heights

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

A 20' wide X 300' long alleyway located in Block 28 of Englewood Heights.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit “A", and further states as follows:

1. That the Petitioner(s), The School District of Escambia County presently X own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

A 20' wide X 300' long alleyway located between North "D" Street and North "E" Street, Block 28 of Englewood Heights, recorded in Deed Book 59, Page 107 of the Official Records of Escambia County.

2. That the Petitioner(s), The School District of Escambia County desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-

way, alleyway, or other land described above and lying and being in Section(s) 18 Township 2 South Range 30 West and recorded in Deed Book 59, Page 107 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

The School District of Escambia County
Petitioner(s) Name

75 N. Pace Boulevard
Street Address

Pensacola FL
City State

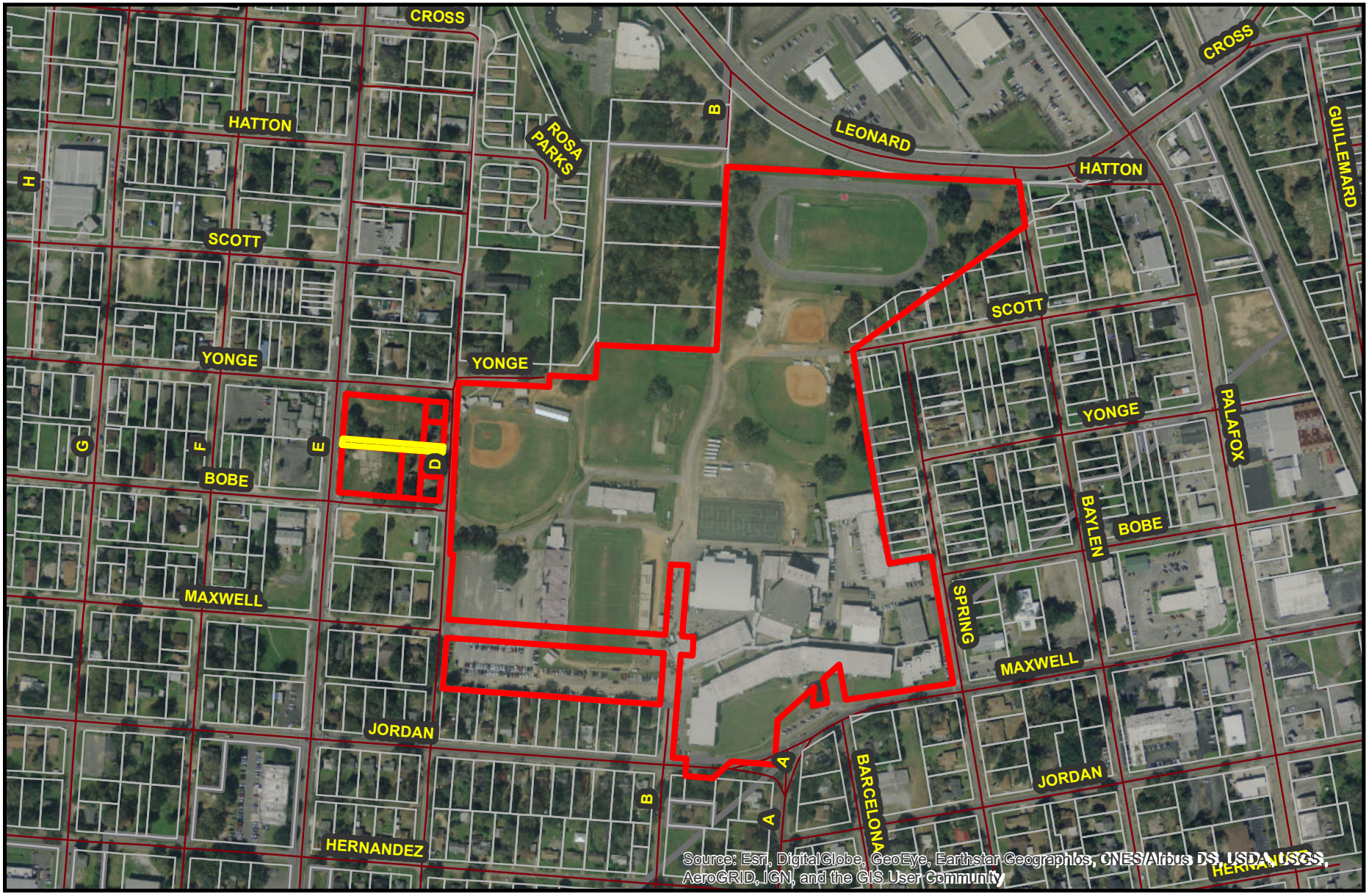
(850) 469-5669
Phone Number

Nicholas King, PE
Agent's Name

(850) 471-9005
Agent's Phone Number

6/10/2020
Date:

REQUEST TO VACATE: The Alleyway in Block 28 of Englewood Heights
Petitioner: The School District of Escambia County
Agent: Nicholas King



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 6/10/2020 DISTRICT 3

2019
Aerial Photo

Petitioner's Property

Requested Vacation Area

TREE SCHEDULE

Point	Diameter in Inches	Type Tree	1/2 Spread in Feet	STATUS
264	25	Oak	25	REMAIN
1167	57	Oak	45	REMAIN
1441	74	Oak	40	REMAIN
1486	27 Twin	Oak	15	REMAIN
1487	19	Crepe myrtle	5	REMAIN
1488	38	Oak	25	REMAIN
1489	32	Magnolia	25	REMAIN
1490	19	Oak	15	REMAIN
1491	17	Oak	20	REMOVE
1492	14	Oak	15	REMOVE
1493	19	Sycamore	15	REMOVE
1494	24	Oak	25	REMOVE
1495	42	Oak	25	REMOVE
1496	36	Oak	30	REMOVE
1497	36	Oak	25	REMOVE
1498	27	Oak	20	REMAIN
1499	52	Oak	35	REMAIN
1655	11	Oak	15	REMOVE
1656	39	Oak	35	REMOVE
1657	19	Sycamore	15	REMOVE
1658	40	Oak	35	REMOVE
1659	25	Sycamore	20	REMOVE
1660	11	Sycamore	10	REMOVE
1661	15	Sycamore	20	REMOVE
1662	15	Oak	15	REMAIN
1663	16	Oak	25	REMAIN
1664	27	Oak	30	REMAIN
1665	38 Twin	Sycamore	25	REMAIN
1666	19	Sycamore	20	REMAIN
1667	16	Palm	10	REMAIN ⊛
1668	19	Palm	10	REMAIN ⊛
1669	29	Oak	25	REMOVE
1670	24	Oak	20	REMOVE
1671	29	Oak	20	REMOVE
1672	21	Oak	20	REMOVE
1673	24	Oak	20	REMOVE
1883	5	Crepe myrtle	10	REMAIN
1891	4	Crepe myrtle	5	REMAIN
1895	4	Crepe myrtle	5	REMAIN
1900	4	Crepe myrtle	5	REMAIN
1982	14	Sycamore	15	REMOVE
1993	14	Oak	20	REMOVE

⊛ NOT PROTECTED

REMOVED TREES TOTAL DIAMETER (DBH) = 503"
MINIMUM REQUIRED REPLACEMENT (50%) = 252"
REPLACEMENT LIMIT 25 CALIPER INCHES/ACRE =
25x2.07 ACRE = **52 CALIPER INCHES REQUIRED**

LANDSCAPE NOTES:

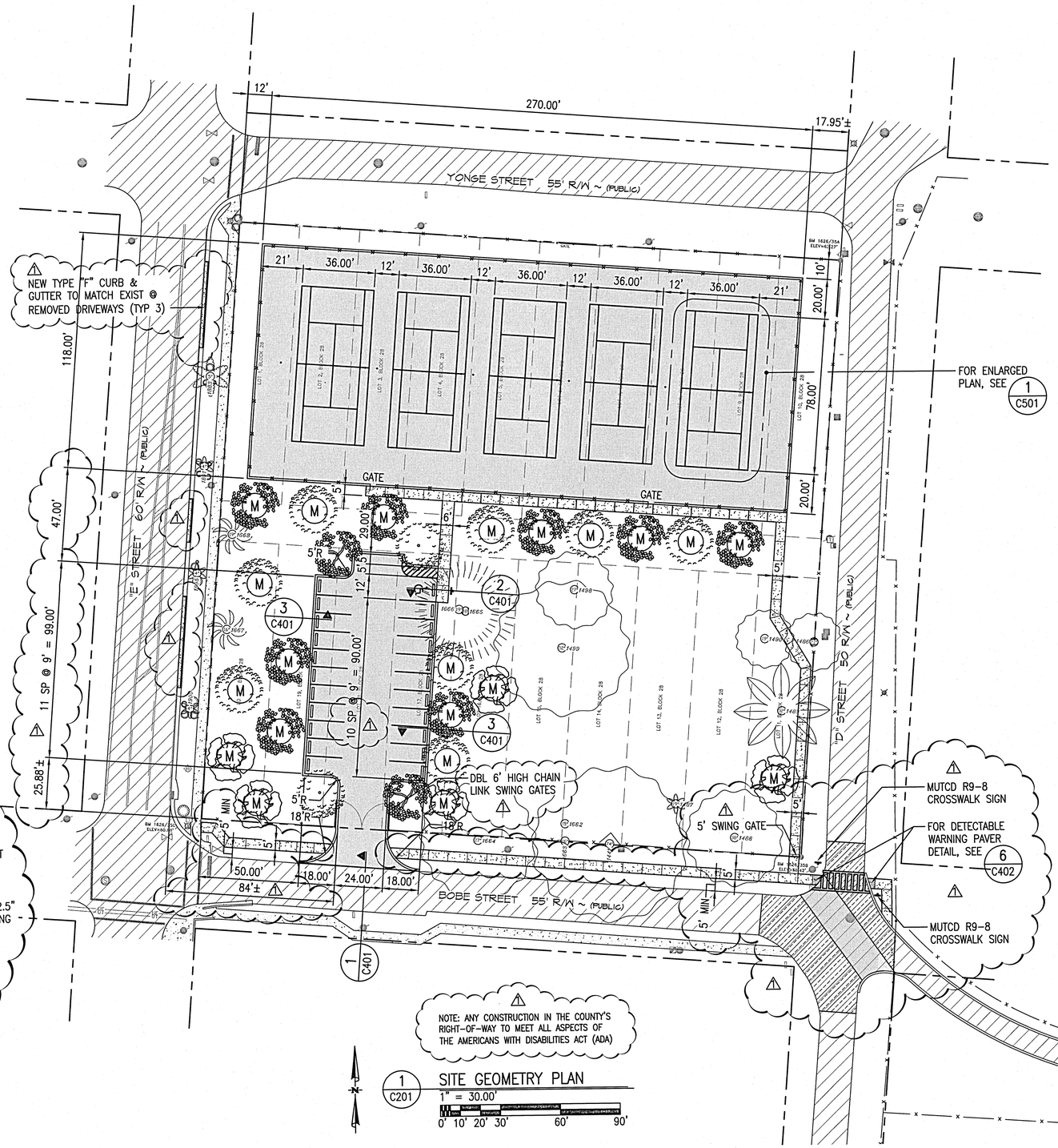
1. ALL REQUIRED TREES SHALL HAVE A TRUNK(S) THAT IS EXPECTED TO BE MAINTAINED IN A CLEAN CONDITION CLEAR OF LATERAL WOODY GROWTH OF FIVE (5) FEET OR GREATER.

MAGNOLIA (OR APPROVED EQUAL) — LIVE OAK (OR APPROVED EQUAL) — DOGWOOD (OR APPROVED EQUAL)

PROPOSED CANOPY TREE: TREE SHALL ATTAIN A MATURE HEIGHT OF AT LEAST 20 FEET

PROPOSED MITIGATION TREE: NATIVE CANOPY, 2.5" DBH AT TIME OF PLANTING W/ 40% DIVERSITY

MITIGATION TREES	
REQUIRED	PROVIDED
52 CALIPER INCHES	21 @ 2.5" DBH



1/C201 SITE GEOMETRY PLAN
1" = 30.00'
0' 10' 20' 30' 60' 90'

NO.	DATE	REVISIONS
1	02-11-20	ADDENDUM NO. 2
2	04-15-20	REVISION 1

THIS DRAWING IS THE PROPERTY OF KENNETH HORNE & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART OR USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

NICHOLAS R. KING LICENSE No. 71915 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 N. 9TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 info@kh-a.com FAX (850) 471-0093
FL. CERTIFICATE OF AUTHORIZATION NO. 8268

PENSACOLA HIGH SCHOOL
TENNIS COURTS
SITE GEOMETRY PLAN
ESCAMBIA FLORIDA

DRAWN BY:	R. TILLMAN
DESIGNED BY:	N. KING
CHECKED BY:	N. KING
DATE:	JAN 2020
SCALE:	AS NOTED
NOT FOR CONSTRUCTION BY:	DATE:

PROJECT NO: 2018-36
C201
SHEET: 4 OF 8

S:\2018 Projects\2018-36 PHS TENNIS\DWGS\CIVIL\2018-36_C2XX-TENNIS.dwg, May 13, 2020 - 10:31:46AM, richard

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18109 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of the Alleyway Located in Block "D" of Kupfrian Park
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less) - Joy Jones, P.E. Engineering Department Director

That the Board schedule a Public Hearing for September 3, 2020, at 5:31 p.m., to consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less), as petitioned by Joel Knight:

A. Authorize the scheduling of a Public Hearing for September 3, 2020, at 5:31 p.m., to consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less), as petitioned by Joel Knight; and

B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

BACKGROUND:

The Petitioner purchased the property located at 1418 North "P" Street on May 5, 2020. The Petitioner is requesting that the alleyway between his property and the property south of him be vacated. If approved, the Petitioner will be required to meet the necessary set-backs for the construction of a new home.

County staff has reviewed this request and have no concerns.

The utility companies have been notified. There are no facilities in the area

outlined by the Petition to Vacate.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 1,500 feet will be notified.

Attachments

Petition_Kupfrian Park
Aerial Map_Kupfrian Park

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a 20' wide x 100' long Alleyway located in Block D of Kupfrain Park in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Joel Knight presently X own(s) _____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

A 20' wide x 100' long alleyway with a northern boundary of Lots 7 & 8 and a southern boundary of Lots 5 & 6 located between North "P" Street and North Pace Boulevard (known as "O" Street on the Plat) Block D of Kupfrian Park, recorded in Plat Book 1, Page 87 in the Official Records of Escambia County, FL.

2. That the Petitioner(s), Joel Knight desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 30 Township 2South Range 30 West and recorded in Plat Book 1, Page 87 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought

to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Joel Knight
Petitioner(s) Name

259 Ventura Circle NW
Street Address

Ft. Walton Beach FL 32548
City State

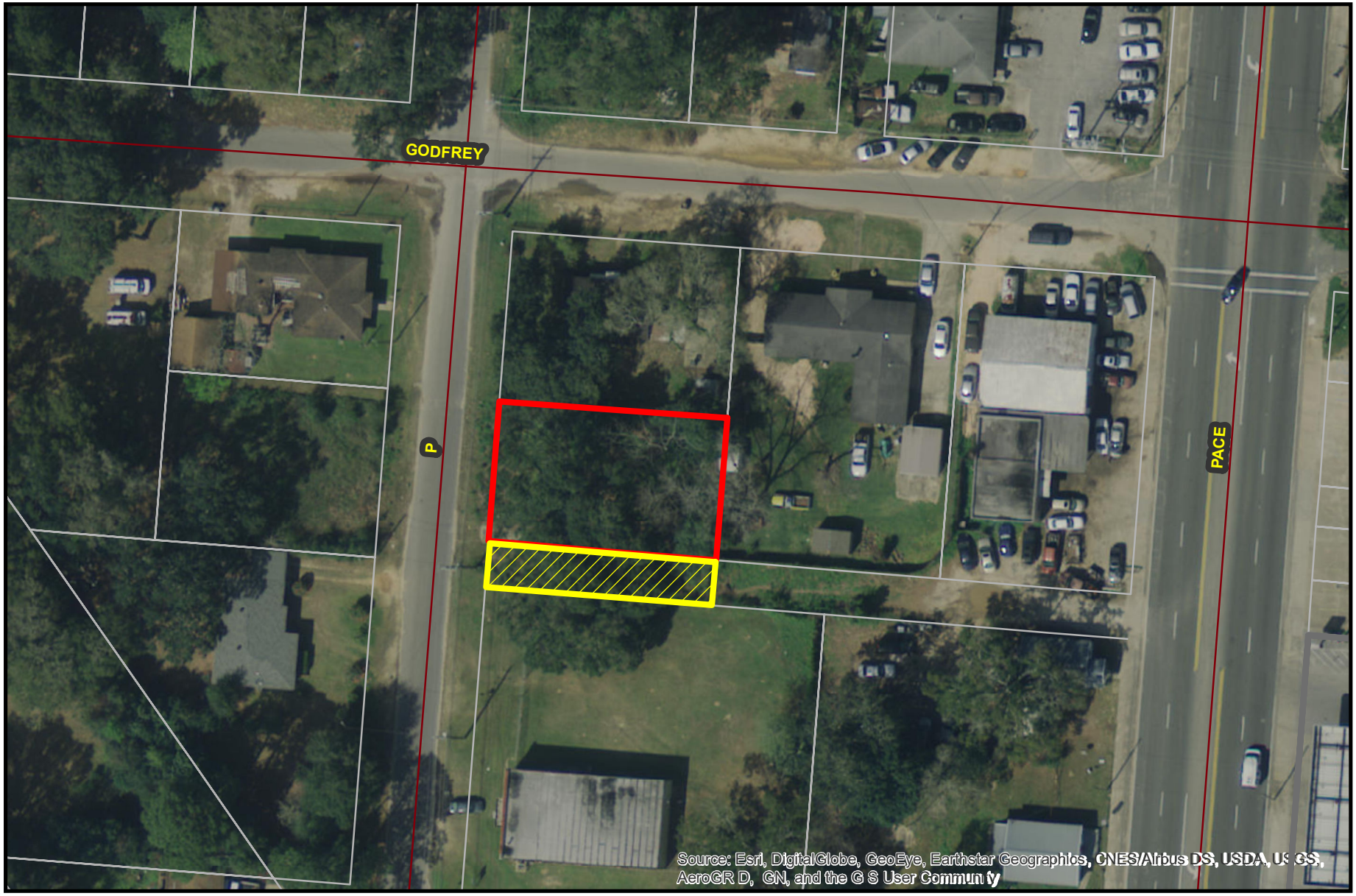
850-543-1335
Phone Number

Agent's Name

Agent's Phone Number

6/19/2020
Date:

REQUEST TO VACATE: A Portion of the Alleyway in Block D of Kupfrian Park
Petitioner: Joel Knight



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT
MLW 6/19/2020 DISTRICT 3

N

2016
Aerial Photo

Petitioner's Property

Requested Vacation Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18189 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5339 Bus and Bus Facilities
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) Bus and Bus Facilities Funding for Mass Transit Capital Projects - Tonya Ellis, Mass Transit Department Director

That the Board authorize the scheduling of a Public Hearing for August 6, 2020, at 5:33 p.m., for the purpose of receiving comments from the public concerning the Section 5339 proposed Grant Application by the Mass Transit Department, for Federal Transit Administration (FTA) Section 5339 Funds for Capital Projects.

[Funding: The Grant Application is for a total of $1,612,050. The local Match of $403,013 will be covered by Federal Highway Toll Revenue Credits.]

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA Published apportionments under Section 5339, and this application includes funding for multiple financial years - FY17 through FY20 for a total of $1,612,050. Mass Transit staff recommend that the Escambia County Board of County Commissioners apply for these apportionments by approving this Application for the below Program of Projects.

Budget Category	Definition / Reasoning	Project Cost
Bus Equipment and Facilities	Acquisition of a Bus Vacuum Cleaning System - increase efficiencies in Maintenance / Bus Cleaning	$300,000
	Acquire Shop Equipment - Hydraulic Press, Drill Press, Parts Washer, Exhaust Fans, Compressors	$82,050
	Software / Technology - Fixed Route Scheduling Software	$800,000
	Software / Technology - Paratransit Scheduling Software	$180,000
	Software / Technology - Passenger Information	$250,000
	TOTAL	**$1,612,050**

BUDGETARY IMPACT:

The Grant Application is for a total of $1,612,050. The local Match of $403,013 will be covered by Federal Highway Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board of County Commissioners Comprehensive Plan - Mobility Element.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will electronically file all required documentation; and will coordinate with FTA for all necessary funding activities.

Attachments

Draft Application

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	1092-2020-3
Temporary Application Number	1092-2020-3
Application Name	FFY20 5339 - Buses and Bus Facilities Formula - multi year application
Application Status	In-Progress
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	9/30/2022
Current Period of Performance End Date	N/A Revision #: N/A

DRAFT

Part 1: Recipient Information

Name: Escambia, County Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 200	PENSACOLA	FL	325025835
Physical Address	221 PALAFOX PL STE 200	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 130	PENSACOLA	FL	32502

Union Information

Union Name	**Amalgamated Transit Union, Local 1395**
Address 1	4302 Yarmouth Place
Address 2	
City	Pensacola
State	FL

Zipcode	32514
Contact Name	Mike Lowery
Telephone	(850) 554-6034
Fax	
E-mail	mloweryatu1395@gmail.com
Website	

Part 2: Application Information

Title: FFY20 5339 - Buses and Bus Facilities Formula - multi year application

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2020-3	In-Progress	Grant	1/8/2020	1/8/2020	No

Application Executive Summary
Escambia County, FL requests FY2017 5339 funds of $327,644. FY2018 5339 funds of $450,066. FY2019 5339 funds of $406,629, and FY2020 5339 funds of $427,711 for a total requested funds of $1,612,050. Escambia will use these funds to Purchase Fixed Route Operations Software program used for run cutting, and scheduling. Passenger information technology, paratransit scheduling software and a bus interior vacuum cleaning system.

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is not using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

DRAFT

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$1,612,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$403,013
Adjustment			$0
Total Eligible Cost			**$1,612,050**

Application Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-3-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES		$1,612,050.00	$0.00	$1,612,050.00	9
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$300,000.00	$0.00	$300,000.00	1
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$82,050.00	$0.00	$82,050.00	5
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$800,000.00	$0.00	$800,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$180,000.00	$0.00	$180,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$250,000.00	$0.00	$250,000.00	1

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Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Information Technology

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2020-3-P1	1092-2020-3-P1	5/28/2020		

Project Description

.

Project Benefits

.

Additional Information

.

Location Description

.

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Matt Gaetz

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

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Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$1,612,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$403,013
Adjustment			$0
Total Eligible Cost			**$1,612,050**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-3-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES		$1,612,050.00	$0.00	$1,612,050.00	9
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$300,000.00	$0.00	$300,000.00	1
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$82,050.00	$0.00	$82,050.00	5
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$800,000.00	$0.00	$800,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$180,000.00	$0.00	$180,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$250,000.00	$0.00	$250,000.00	1

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Project Budget Activity Line Items

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	5

Extended Budget Description
None provided.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$82,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$20,513
Adjustment			$0
Total Eligible Cost			**$82,050**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Passenger Information Technology

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$250,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

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Transportation Development Credit			$62,500
Adjustment			$0
Total Eligible Cost			**$250,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Paratransit Scheduling Software

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$180,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$45,000
Adjustment			$0
Total Eligible Cost			**$180,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

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BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Fixed Route Operations Software Program

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$800,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$200,000
Adjustment			$0
Total Eligible Cost			**$800,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Bus Interior Vacuum Cleaning System

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

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Transportation Development Credit			$75,000
Adjustment			$0
Total Eligible Cost			**$300,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Project Environmental Findings

There are no environmental findings for this project.

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
ECAT currently has 46 vehicles in the active fleet.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	46
	B. Spares	0
	C. Total (A+B)	46
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	46

Fleet Type: Paratransit

Fleet Comments
Revision #1
Paratransit services are currently provided through a service contract. Escambia County is the Community Transportation Coordinator (CTC) designated by the TPO.

Paratransit services are currently provided through a service contract with First Transit. Escambia County is the Community Transportation Coordinator (CTC) designated by the TPO.

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		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	30
	B. Spares	0
	C. Total (A+B)	30
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	30

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Escambia, County Of

Recipient ID: 1092

DUNS No: 075079673

Application Information

Federal Award Identification Number: 1092-2020-3

Application Name: FFY20 5339 - Buses and Bus Facilities Formula - multi year application

Application Start Date: N/A

Original Award End Date: 9/30/2022

Current Award End Date: N/A

Application Executive Summary: Escambia County, FL requests FY2017 5339 funds of $327,644. FY2018 5339 funds of $450,066. FY2019 5339 funds of $406,629, and FY2020 5339 funds of $427,711 for a total requested funds of $1,612,050. Escambia will use these funds to Purchase Fixed Route Operations Software program used for run cutting, and scheduling. Passenger information technology, paratransit scheduling software and a bus interior vacuum cleaning system.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

Application Budget

Total Application Budget: $1,612,050.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,612,050.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,612,050.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

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Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$1,612,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$403,013
Adjustment			$0
Total Eligible Cost			**$1,612,050**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in

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which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Escambia, County Of

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18177 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Request for Disposition of Property
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property of the Clerk & Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office for all of the equipment, which is described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 74.06.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Dispositon of Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposition

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Pam Childers, Clerk & Comptroller COST CENTER NO: Official Records

Kara B. Cowen DATE: June 24, 2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		See attached listing				

Disposal Comments: The equipment is obsolete. Auction or send to electronic recycling program.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 6-26-2020

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

Request For Disposition

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records

Tag (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	27272	READER MICROFILM STARVUE	1119	130-4138	1982	OBSOLETE
Y	28882	READER STARVUE KODAK	1460	1304138	1984	OBSOLETE
Y	28883	READER STARVUE KODAK	1446	1304138	1984	OBSOLETE
Y	39549	READER PRINTER MINOLTA	362438	RP606Z	1993	OBSOLETE
Y	44549	WRIGHTLINE CABINET 84X36	N/A	W905	1996	OBSOLETE
Y	44550	WRIGHTLINE CABINET 84X36	N/A	W905	1996	OBSOLETE
Y	45387	READER/PRINTER DESKTOP	ABR2000	3237394	1997	OBSOLETE
Y	46983	WRIGHTLINE MOCROFILM CABINET	N/A	N/A	1998	OBSOLETE
Y	47681	COPIER XEROX	KM9047898	332ST	2000	OBSOLETE
Y	48949	MINOLTA PRINTER	31179669	SP3000	2001	OBSOLETE
Y	48950	SCANNER W/WORK STATION	32005968	SP2000	2001	OBSOLETE
Y	48951	SCANNER W/WORK STATION	32005969	SP2000	2001	OBSOLETE
Y	48953	JAMEX CARD DISPENSER	7225	N/A	2001	OBSOLETE
Y	50125	JAMEX CARD READER	7100	N/A	2003	OBSOLETE
Y	51901	MINOLTA SCANNER	330099047/3163397	MS6000	2003	OBSOLETE
Y	51902	MINOLTA LASER PRINTER	3183397	MSP3000	2003	OBSOLETE
Y	51907	WRIGHTLINE CABINET 84X36	N/A	8MO2	2003	OBSOLETE
Y	52199	WRIGHTLINE CABINET 84X36	N/A	8MO2	2003	OBSOLETE
Y	52442	WRIGHTLINE CABINET 84X36	N/A	8MOS	2003	OBSOLETE
Y	52569	HP LASER PRINTER	CNGY423023	HP4300N	2004	OBSOLETE
Y	52577	ROLLFILM READER	176023	ALOS 22E	2004	OBSOLETE

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
27272	READER MICROFILM STARVUE	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR EASTMAN KODAK	CLS M VENDOR EASTMAN KODAK	DEP N POST DP N DEP METH
	MODEL 130-4138	CAT 107 PO UNITS 1	SALVAGE VALU .00
	S/N 1119	LOC OFFREC CHECK UN CST 3188.00	ACCUM DEP 3188.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 06/21/82 COST 3188.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC INS CO W/LENS	DEP BASIS 3188.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
28882	READER STARVUE KODAK 1460	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR KODAK	CLS M VENDOR EASTMAN KODAK	DEP N POST DP N DEP METH
	MODEL 1304138	CAT 107 PO UNITS 1	SALVAGE VALU .00
	S/N 1460	LOC OFFREC CHECK UN CST 3800.00	ACCUM DEP 3800.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 01/17/84 COST 3800.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC INS CO W/ODOMETER	DEP BASIS 3800.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
28883	READER STARVUE KODAK 1446	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR KODAK	CLS M VENDOR EASTMAN KODAK	DEP N POST DP N DEP METH
	MODEL 1304138	CAT 107 PO UNITS 1	SALVAGE VALU .00
	S/N 1446	LOC OFFREC CHECK UN CST 3800.00	ACCUM DEP 3800.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 01/17/84 COST 3800.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC INS CO W/ODOMETER	DEP BASIS 3800.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
	LIBRARY		SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION
39549	READER PRINTER MINOLTA RP606Z		FUNDING GENERAL CAPITAL ASSET Y		EST LIFE 3 DEP LIFE
-000	MFR MINOLTA	CLS M	VENDOR AM & RM INC		DEP N POST DP N DEP METH
	MODEL RP606Z	CAT 107	PO	UNITS 1	SALVAGE VALU .00
	S/N 362438	LOC OFFREC	CHECK	UN CST 9796.00	ACCUM DEP 9796.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 02/22/93	COST 9796.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO FRT 250.00		DEP BASIS 9796.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE 09/30/06
					SALE AMOUNT .00
					RETIRED DATE
	RECORDS				
	DISTRIBUTION INFORMATION				
	FUNCTION		ACTIVITY	DEP ORGN	ACCOUNT PCT
	SPI SPI DEFAULT		SPI SPI DEFAULT		1.00
44549	WRIGHTLINE CABINET 84 X 36		FUNDING GENERAL CAPITAL ASSET Y		EST LIFE 3 DEP LIFE
-000	MFR WRIGHT	CLS M	VENDOR WRIGHTLINE		DEP N POST DP N DEP METH
	MODEL W905	CAT 104	PO 960442	UNITS 1	SALVAGE VALU .00
	S/N	LOC OFFREC	CHECK	UN CST 1961.93	ACCUM DEP 1961.93
	INVENTORY DATE	FUND TYPE G	ACQUIRE 08/31/96	COST 1961.93	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO 1013 OFF RECORDS		DEP BASIS 1961.93
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE 09/30/06
	DEED/READER ROOM				SALE AMOUNT .00
					RETIRED DATE
	RECORDS				
	DISTRIBUTION INFORMATION				
	FUNCTION		ACTIVITY	DEP ORGN	ACCOUNT PCT
	SPI SPI DEFAULT		SPI SPI DEFAULT		1.00
44550	WRIGHTLINE CABINET 84 X 36		FUNDING GENERAL CAPITAL ASSET Y		EST LIFE 3 DEP LIFE
-000	MFR WRIGHT	CLS M	VENDOR WRIGHTLINE		DEP N POST DP N DEP METH
	MODEL W905	CAT 104	PO 960442	UNITS 1	SALVAGE VALU .00
	S/N	LOC OFFREC	CHECK	UN CST 1961.93	ACCUM DEP 1961.93
	INVENTORY DATE	FUND TYPE G	ACQUIRE 08/31/96	COST 1961.93	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO 1013 OFF RECORDS		DEP BASIS 1961.93
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE 09/30/06
	DEED/READER ROOM				SALE AMOUNT .00
					RETIRED DATE
	RECORDS				
	DISTRIBUTION INFORMATION				
	FUNCTION		ACTIVITY	DEP ORGN	ACCOUNT PCT
	SPI SPI DEFAULT		SPI SPI DEFAULT		1.00

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
45387	READER/PRINTER DESKTOP ABR2000		FUNDING SPEC REV CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR BELL & HOWELL	CLS M	VENDOR BELL & HOWELL		DEP N POST DP N	DEP METH
	MODEL ABR-2000	CAT 107	PO 970276	UNITS 1	SALVAGE VALU	.00
	S/N 3237394	LOC CLKBCC	CHECK	UN CST 5479.00	ACCUM DEP	5479.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 05/02/97	COST 5479.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT BCC CLK	INS CO SPECIAL REVENUE		DEP BASIS	5479.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/06
	PUBLIC AREA				SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
46983	WRIGHTLINE MICROFILM CABINET		FUNDING SPEC REV CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR WRIGHT LINE	CLS M	VENDOR WRIGHT LINE		DEP N POST DP N	DEP METH
	MODEL	CAT 104	PO 980294	UNITS 1	SALVAGE VALU	.00
	S/N	LOC OFFREC	CHECK 6866	UN CST 2290.93	ACCUM DEP	2290.93
	INVENTORY DATE	FUND TYPE G	ACQUIRE 07/29/98	COST 2290.93	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO #1130 OFFICIAL RECORDS		DEP BASIS	2290.93
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/06
					SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
47681	COPIER XEROX 332ST		FUNDING GENERAL CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR XEROX	CLS M	VENDOR XEROX		DEP N POST DP N	DEP METH
	MODEL 332ST	CAT 105	PO 2000496	UNITS 1	SALVAGE VALU	.00
	S/N KM9047898	LOC OFFREC	CHECK 10801	UN CST 14298.00	ACCUM DEP	14298.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 09/12/00	COST 14298.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO DROPPED SVC 10/1/2011 $291MO		DEP BASIS	14298.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/06
	NO MAINT - LIBRARY		PURCHASED REPLACEMENT		SALE AMOUNT	.00
	NEW SHARP MX283N 8/18/11				RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
48949	MINOLTA PRINTER MSP 3000	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR MINOLTA	CLS M VENDOR DOCUMENT TECHNOLOGY	DEP N POST DP N DEP METH
	MODEL MSP 3000	CAT 101 PO 2001287 UNITS 1	SALVAGE VALU .00
	S/N 31179669	LOC OFFREC CHECK UN CST 2632.50	ACCUM DEP 2632.50
	INVENTORY DATE	FUND TYPE G ACQUIRE 04/18/01 COST 2632.50	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC INS CO OFF RECORDS	DEP BASIS 2632.50
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
	PLAT ROOM	INCL 69.5 FRT	SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
48950	SP2000 SCANNER WITH WORK STN	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR MINOLTA	CLS M VENDOR DOCUMENT TECHNOLOGY	DEP N POST DP N DEP METH
	MODEL SP2000	CAT 107 PO 2001287 UNITS 1	SALVAGE VALU .00
	S/N 32005968	LOC OFFREC CHECK UN CST 10695.25	ACCUM DEP 10695.25
	INVENTORY DATE	FUND TYPE G ACQUIRE 04/18/01 COST 10695.25	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC INS CO OFF REC	DEP BASIS 10695.25
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
		INCL FRT 195.75	SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
48951	SP2000 SCANNER WITH WORK STN	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR MINOLTA	CLS M VENDOR DOCUMENT TECHNOLOGY	DEP N POST DP N DEP METH
	MODEL SP2000	CAT 107 PO 2001287 UNITS 1	SALVAGE VALU .00
	S/N 32005969	LOC OFFREC CHECK UN CST 10695.25	ACCUM DEP 10695.25
	INVENTORY DATE	FUND TYPE G ACQUIRE 04/18/01 COST 10695.25	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC INS CO	DEP BASIS 10695.25
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
		INCL FRT 195.75	SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
48953	CARD DISPENSER JAMEX 7225		FUNDING SPEC REV CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR JAMES	CLS M	VENDOR DOCUMENT TECHNOLOGY		DEP N POST DP N	DEP METH
	MODEL 7225	CAT 107	PO 2001287	UNITS 1	SALVAGE VALU	.00
	S/N	LOC OFFREC	CHECK	UN CST 6917.00	ACCUM DEP	6917.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 04/18/01	COST 6917.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO		DEP BASIS	6917.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/06
	LIBRARY				SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION					
FUNCTION		ACTIVITY		DEP ORGN ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT		1.00

50125	CARD READER JAMEX 7100		FUNDING SPEC REV CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR JAMEX	CLS M	VENDOR DOCUMENT TECHNOLOGY		DEP N POST DP N	DEP METH
	MODEL 7100	CAT 110	PO 2003332	UNITS 1	SALVAGE VALU	.00
	S/N	LOC OFFREC	CHECK 15604	UN CST 1066.00	ACCUM DEP	1066.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 05/13/03	COST 1066.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO OFF RECORDS		DEP BASIS	1066.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/06
					SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION					
FUNCTION		ACTIVITY		DEP ORGN ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT		1.00

51901	SCANNER MINOLTA MS 6000		FUNDING SPEC REV CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR MINOLTA	CLS M	VENDOR MINOLTA CORPORATION		DEP N POST DP N	DEP METH
	MODEL MS6000	CAT 107	PO 2003315	UNITS 1	SALVAGE VALU	.00
	S/N 330099047/3163397	LOC OFFREC	CHECK 15817	UN CST 6922.00	ACCUM DEP	6922.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 05/23/03	COST 6922.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO OFF RECORDS		DEP BASIS	6922.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/06
	INCLUDES ZOOM LENS/		VENDOR CARD I/F KIT		SALE AMOUNT	.00
	ROLL CARRIER 15A#1354-712		+WORK STATION TABLE		RETIRED DATE	

DISTRIBUTION INFORMATION					
FUNCTION		ACTIVITY		DEP ORGN ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT		1.00

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
51902	MINOLTA MSP3000 LASER PRINTER		FUNDING	SPEC REV	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR MINOLTA	CLS M	VENDOR	MINOLTA CORPORATION		DEP N POST DP N	DEP METH
	MODEL MSP3000	CAT 107	PO	2003315	UNITS 1	SALVAGE VALU	.00
	S/N 3183397	LOC OFFREC	CHECK	15817	UN CST 1812.00	ACCUM DEP	1812.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE	05/23/03	COST 1812.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO	OFF REC		DEP BASIS	1812.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/06
						SALE AMOUNT	.00
						RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

51907	MICROFILM FILE CABINET 84X36		FUNDING	SPEC REV	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR WRIGHTLINE	CLS M	VENDOR	WRIGHT LINE		DEP N POST DP N	DEP METH
	MODEL 8M02	CAT 104	PO	2003326	UNITS 1	SALVAGE VALU	.00
	S/N	LOC OFFREC	CHECK	15714	UN CST 2463.76	ACCUM DEP	2463.76
	INVENTORY DATE	FUND TYPE G	ACQUIRE	06/30/03	COST 2463.76	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO	OFF REC		DEP BASIS	2463.76
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/06
						SALE AMOUNT	.00
						RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

52199	WRIGHTLINE MICROFILM CABINET		FUNDING	GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR WRIGHTLINE	CLS M	VENDOR	WRIGHTLINE		DEP N POST DP N	DEP METH
	MODEL 8M02	CAT 104	PO	2003536	UNITS 1	SALVAGE VALU	.00
	S/N	LOC OFFREC	CHECK		UN CST 2372.16	ACCUM DEP	2372.16
	INVENTORY DATE	FUND TYPE G	ACQUIRE	09/26/03	COST 2372.16	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO	OFF REC		DEP BASIS	2372.16
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/06
						SALE AMOUNT	.00
						RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

SELECTION CRITERIA: assets.tagno in ('52199','52442','48950','39549','48951','51902','51901','51907','46983','44550','44549','50125'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
52442	WRIGHTLINE MICROFILM CABINET		FUNDING	SPEC REV	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR WRIGHTLINE	CLS M	VENDOR	WRIGHTLINE		DEP N POST DP N	DEP METH
	MODEL 8M02	CAT 104	PO	2003536	UNITS 1	SALVAGE VALU	.00
	S/N	LOC OFFREC	CHECK		UN CST 2372.15	ACCUM DEP	2372.15
	INVENTORY DATE	FUND TYPE G	ACQUIRE	09/26/03	COST 2372.15	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO	OFF REC		DEP BASIS	2372.15
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL		0.00	LAST POSTING DATE	09/30/06
						SALE AMOUNT	.00
						RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00

52569	LASER PRINTER HP4300N		FUNDING	GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE	
-000	MFR HEWLETT PACKARD	CLS M	VENDOR	CDWG		DEP N POST DP N	DEP METH	
	MODEL HP4300N	CAT 101	PO	2004256	UNITS 1	SALVAGE VALU	.00	
	S/N CNGY423023	LOC CLKBCC	CHECK	16947	UN CST 1687.15	ACCUM DEP	1687.15	
	INVENTORY DATE	FUND TYPE G	ACQUIRE	04/08/04	COST 1687.15	REM BOOK BASIS	.00	
	CONDITION GOOD STATUS ACTIVE	DPT BCC CLK	INS CO	ACCOUNTING		DEP BASIS	1687.15	
	NEXT SCHEDULED MAINTENANCE 03/20/12	GRT	INS VAL		0.00	LAST POSTING DATE	09/30/07	
	BCC BOARD ROOM					SALE AMOUNT	.00	
						RETIRED DATE		
	IT							

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00

52577	ROLLFILM READER ALOS 22E		FUNDING	GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE	
-000	MFR BELL AND HOWELL	CLS M	VENDOR	MICROSCAN		DEP N POST DP N	DEP METH	
	MODEL ALOS 22E	CAT 107	PO	2004279	UNITS 1	SALVAGE VALU	.00	
	S/N 170623	LOC OFFREC	CHECK	16979	UN CST 2496.89	ACCUM DEP	2496.89	
	INVENTORY DATE	FUND TYPE G	ACQUIRE	04/22/04	COST 2496.89	REM BOOK BASIS	.00	
	CONDITION GOOD STATUS ACTIVE	DPT OFF REC	INS CO	ARCHIVES		DEP BASIS	2496.89	
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL		0.00	LAST POSTING DATE	09/30/07	
						SALE AMOUNT	.00	
						RETIRED DATE		

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00

REPORT TOTAL 21 RECORDS SELECTED

COST	98,707.90
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	98,707.90
SALE AMOUNT	.00

Kara Cowen (COC)

From: Mylinda Johnson (COC)
Sent: Tuesday, June 23, 2020 12:10 PM
To: Robert Smith (COC); Kara Cowen (COC)
Cc: Heather Mahoney (COC)
Subject: RE: Items for destruction

Hi!

Can we add two more film cabinets for disposal?
52199 and 52442 (In plat room / passport photo room)

Mylinda K. Johnson, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850-595-4813

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Robert Smith (COC) <RSMITH@escambiaclerk.com>
Sent: Monday, June 22, 2020 2:45 PM
To: Kara Cowen (COC) <KCOWEN@escambiaclerk.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>
Subject: RE: Items for destruction

Kara,
Here is the information provided by Mylinda. Please let me know if there is anything that you need from us. Thanks

48950 Minolta Reader SP2000
39549 Minolta Reader RP606Z
48951 Minolta Reader SP2000
51902 Minolta Printer SP3000
51901 Minolta Printer MS6000

File Room film cabinets
51907
46983
44550
44549

50125 Jamex Card Reader

Library:
48953 Jamex Dispenser
28883 Kodak Reader
28882 Kodak Reader
27272 Starvue Reader
48949 Minolta SP3000
52577 Alos Reader
45387 Bell 2000 Reader
52569 HP4300
47681 Xerox 3325T Copier

Robert Smith, Manager
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850.595.4149

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From: Kara Cowen (COC) <KCOWEN@escambiaclerk.com>
Sent: Monday, June 22, 2020 11:16 AM
To: Robert Smith (COC) <RSMITH@escambiaclerk.com>
Subject: RE: Items for destruction

Robert,

Send me a list and I will prepare the disposal and present it to the board for approval, then we can dispose of the items.

Thanks in advance,

***KARA COWEN*, Financial Reporting/Grants**
Pam Childers, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 130
Pensacola, FL 32502-5843
(850)595-4830
KCowen@EscambiaClerk.com
www.EscambiaClerk.com

From: Robert Smith (COC) <RSMITH@escambiaclerk.com>
Sent: Monday, June 22, 2020 11:13 AM
To: Kara Cowen (COC) <KCOWEN@escambiaclerk.com>
Subject: Items for destruction

Kara,
I am assisting Official Records in Heather's absence. I have several items in Official Records that we would like sent to surplus if they will accept it. Is there a destruction form to complete or do I need to e-mail you the property numbers? Thank you for your assistance.

Thank you,
Robert Smith, Manager, Public Records Center

PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
120 East Blount Street
Pensacola, FL 32501
850-595-4149
www.escambiaclerk.com

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Kara Cowen (COC)

From: Kara Cowen (COC)
Sent: Wednesday, June 24, 2020 11:46 AM
To: Pam Childers (COC)
Cc: Shirlie Stevens (COC)
Subject: Need your signature of the attached for Official Records Equipment Disposal Request
Attachments: Clerk Disposal Request 6-24-2020.pdf

Good Morning Pam,

Please sign the attached Official Records Request for Disposal of equipment.

Thanks in advance,

***KARA COWEN*, Financial Reporting/Grants**
Pam Childers, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 130
Pensacola, FL 32502-5843
(850)595-4830
KCowen@EscambiaClerk.com
www.EscambiaClerk.com

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18190 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Request for Disposition of Property
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property Form for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources Management, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property Form has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

The Department of Natural Resources Management will coordinate with Fleet Maintenance and/or Risk Management for proper disposal of items.

Attachments

NRM Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Natural Resources Management COST CENTER NO: 220110

Susan R. Holt DATE: 6/18/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R. Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	55830	Ford Explorer SUV	1FMEU63E67UA97143	XLT	2007	poor
N	57046	Chevrolet Trailblazer SUV	1GNDS13S682212357		2008	poor

Disposal Comments: PN55830 destroyed in accident and will be salvaged by Risk Management. PN57046 will be auctioned or salvaged.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): J Taylor Kirschenfeld

Director (Print Name): J. Taylor "Chips" Kirschenfeld

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18184 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Noise Waiver for the Pensacola Christian College Fireworks Display
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Fireworks Display presented by the Pensacola Christian College on July 31, 2020 - Tim Tolbert, Building Official/Director

That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Pensacola Christian College Fireworks Display, to be launched at the Dale Horton Auditorium on July 31, 2020, from approximately 8:30 p.m., to 8:40 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III, Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 31, 2001, the BCC adopted Escambia County Code of Ordinance Number 2001-36 to amend Escambia County Ordinance 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety and welfare of the citizens of Escambia County; and promoting an environment free from sound and noise disruptive of peace and

good order. On July 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause so long as the division created is rationally related to a legitimate gevernmental objective. On January 16, 2014, the BCC adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island and Perdido Key, that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g) provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration as a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Services Department will issue a Special Event/Noise Waiver permit for the exemption approved in this Recommendation. Upon BCC approval, the Escambia County Sheriff's Office will be notified of the issuance of the waiver.

Attachments

Application

Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Building Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 – FAX
Email: buildinginspections@myescambia.com
Email: www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyrotecnico Fireworks		**Phone Number:** 724.923.6617
Owner's Name: Abeka Academy, Inc /Pensacola Christian College		**Phone Number:** Stephen Click - 850.478.8496
Owner's Address: 240 Waveland Street		
City: Pensacola	**State:** FL	**Zip Code:** 32503
Job Address: Dale Horton Auditorium @ Pensacola Christian College		**Lot or Apt. Number:**

Limited Waiver Section Only

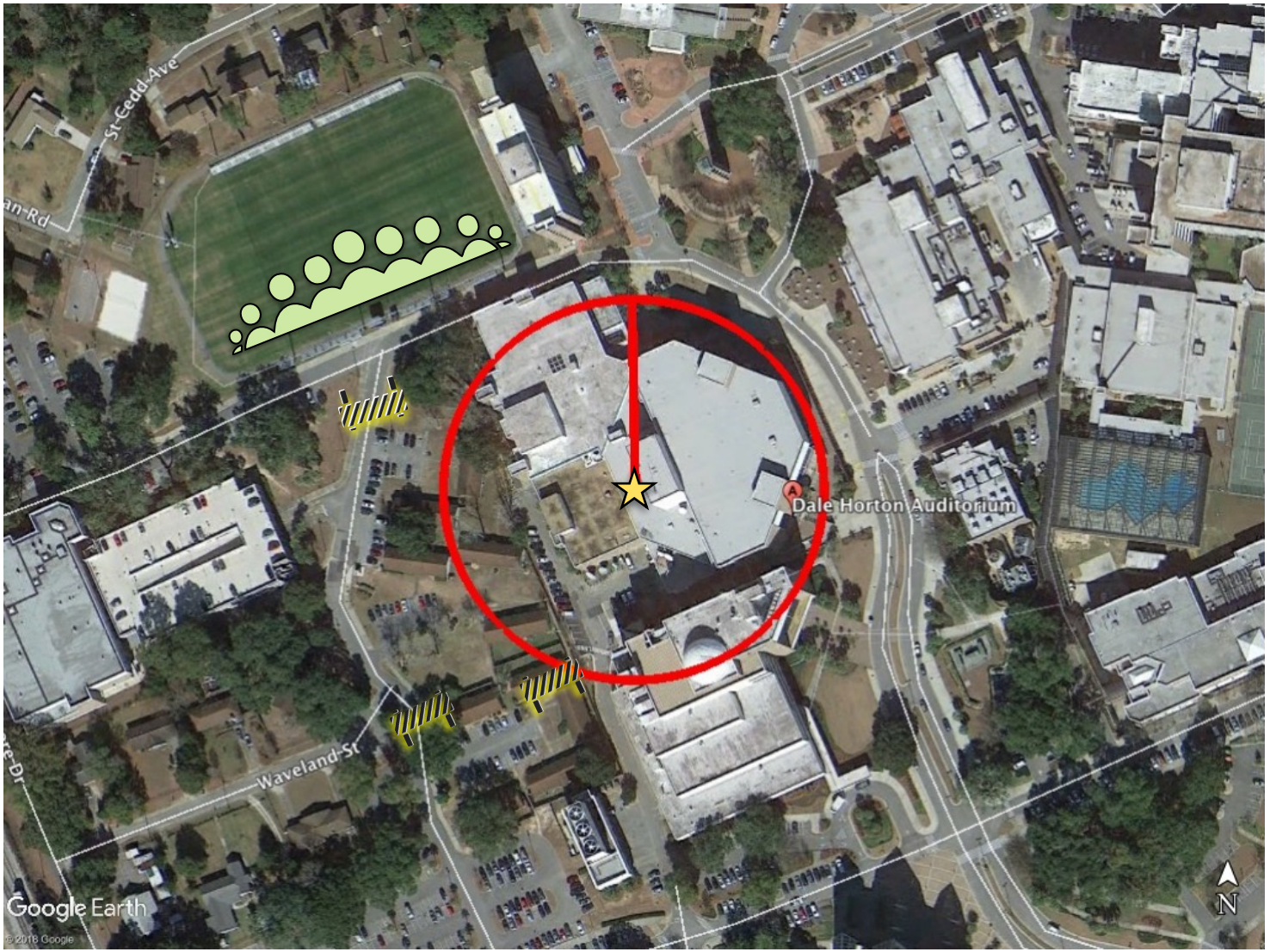
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 7/31/2020	***Description of Activity:*** Fireworks Display
Beginning Time: Approx 8:30/8:45 pm ***Ending Time:*** 8:40/8:55 (10 minute display)	

Remarks or Comments:

Driving Directions: Waveland Avenue, Pensacola, FL

Escrow Account Number:	***Date:*** June 30, 2020
Applicant Signature:	



ABEKA ACADEMY, INC.
Fireworks Display Site Plan

Pensacola Christian College
Dale Horton Auditorium
Pensacola, FL 32503

LAT / LONG
30°28'23.75" N
87°14'07.45" W

REVISED DATE: June 29, 2020

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

PYROTECNICO fx

PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

- Firing Site **- Closed** **- Audience *Approx. 380' from Firing Site**

- Safety Fallout Zone **- 250' Radius** **2.5" Maximum Device Per NFPA 70' Per Inch Policy**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18242 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/16/2020
Issue: Request to Schedule a Public Hearing - Navy Federal Credit Union Expansion EDATE
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request to Schedule a Public Hearing Concerning the Adoption of an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption for the Navy Federal Credit Union Expansion - Janice P. Gilley, County Administrator

That the Board authorize the scheduling of a Public Hearing on August 6, 2020, at 5:34 p.m., to consider adopting an Ordinance to establish an Economic Development Ad Valorem Tax Exemption (EDATE) for the Navy Federal Credit Union Expansion. The Board adopted a Resolution supporting the expansion and subsequent, anticipated EDATE request on June 10, 2013.

BACKGROUND:

In accordance with Section 3, Article VII of the Florida Constitution and in accordance with Chapters 125, 163, 192, and 214, Florida Statutes, and Chapter 12D-7, Florida Administrative Code, Escambia County previously enacted an ordinance relating to economic development ad valorem tax exemptions (EDATEs) whereby certain new and expanding businesses may be exempted from ad valorem taxation as provided for in F.S.196.1995.

Exemptions may be granted to eligible new businesses for up to 100% of the assessed value of all improvements to real property made by or for the use of the new business and tangible personal property of such business for a period of up to 10 years. Applications for exemptions shall be considered by the Board on a case-by-case basis for each application, after consideration of the Property Appraiser's report on that application.

Navy Federal Credit Union has applied for an EDATE as an expanding business, specifically with the construction of Building 7, Amenities, and Parking Deck 3 at their compound on Beulah Road. The Board adopted a Resolution supporting the expansion and subsequent, anticipated EDATE request from NFCU on June 10, 2013. The Property Appraiser's Office has favorably reviewed the EDATE Application and signed on July 2, 2020.

Based on the criteria established in the County's EDATE Ordinance, the project scores 13 out of a possible 13 points, and qualifies for an 100% exemption for 10 years. The Board retains discretion as to whether to grant, in whole or in part, or deny any request for exemption. Provided with this Recommendation is a copy of the draft Ordinance, the Phase II Application and the Rating Points Tally for Building 7.

BUDGETARY IMPACT:

Estimate of County revenue which would be lost during the current fiscal year if the exemption were granted to the property at issue had the property otherwise been subject to taxation is $2,877,424.

LEGAL CONSIDERATIONS/SIGN-OFF:

The draft Ordinance was prepared by Senior Assistant County Attorney Kristin Hual, and will be advertised in the Pensacola News Journal pending the approval of the scheduling of the public hearing.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

NFCU EDATE Ordinance
Phase II Application
Rating Points Tally Builiding 7

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR NAVY FEDERAL CREDIT UNION, AN EXPANDING BUSINESS, PURSUANT TO §196.1995, FLORIDA STATUTES; PROVIDING A TITLE; PROVIDING FOR THE GRANTING OF AND LEGISLATIVE INTENT FOR AN EXEMPTION; PROVIDING FOR CERTAIN AD VALOREM TAX REVENUE INFORMATION RELATING TO THE GRANTING OF SUCH EXEMPTION; PROVIDING AN EXPIRATION DATE FOR SUCH EXEMPTION; PROVIDING A FINDING OF FACT THAT NAVY FEDERAL CREDIT UNION MEETS THE DEFINITION OF THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, §196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances, authorize Escambia County to grant an economic development ad valorem tax exemption ("EDATE") for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, Navy Federal Credit Union, an expanding business, filed an application for an EDATE for the assessed value of certain improvements to real property and of tangible personal property located at 3101 Navy Federal Way, Pensacola, Florida; and

WHEREAS, the Board of County Commissioners finds that the granting of this EDATE to Navy Federal Credit Union is in the best interest of the health, safety, and welfare of the citizens of Escambia County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Grant and Legislative Intent. After consideration of the report of the Escambia County Property Appraiser and the request of Navy Federal Credit Union filed with the Board of County Commissioners on June 29, 2020, and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances, the Board of County Commissioners hereby grants and establishes for a period of ten (10) years, effective for calendar year 2020, an exemption from County ad valorem taxation as provided for in §196.1995(11), Florida Statutes, of one hundred percent (100%) of the assessed value of certain improvements to real property and to the tangible personal property of Navy Federal Credit Union located at 3101 Navy Federal Way, Pensacola, Florida (Parcel Reference No. 041S311101000000) more particularly described in "**Exhibit A**" attached hereto and incorporated by reference.

It is the intent of this ordinance that this exemption shall be given for express purpose of facilitating the expansion of an existing business, as defined in §196.012(15), Florida Statutes. It is the further the intent of this ordinance that the exemption hereby granted to Navy Federal Credit Union shall be solely on the account of and for the use and benefit of said business.

Section 3. **Ad Valorem Tax Revenues.**

Pursuant to §196.1995(9), Florida Statutes, the following has been determined by the Property Appraiser:

a. Total Revenue available to the County for the current fiscal year from ad valorem tax sources is $141,658,285.00.

b. Revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is $1,387,423.00.

c. Estimate of revenue which would be lost to the County during the current fiscal year if the exemption were granted had the property for which the exemption is requested otherwise been subject to taxation is $2,877,424.00.

d. Estimate of the taxable value lost to the County if the exemption applied for were granted:

(1) Improvements to real property $329,802,271.00.
(2) Tangible personal property $45,816,031.00.

Section 4. **Expiration Date.** The EDATE granted to Navy Federal Credit Union, an expanding business, shall be for a period of ten (10) years and shall expire on December 31, 2029, at 12:01 a.m.

Section 5. **Finding of Fact.** The Board of County Commissioners of Escambia County, Florida finds that Navy Federal Credit Union qualifies as an expansion of an existing business as defined by Sec. 90-148, Escambia County Code of Ordinances, and §196.012(15), Florida Statutes.

Section 6. **Rating.** The Board of County Commissioners of Escambia County, Florida finds that Navy Federal Credit Union qualifies for a 100% County ad valorem tax exemption for ten (10) years based upon receiving thirteen (13) out of thirteen (13) points under the criteria found in Sec. 90-147, Escambia County Code of Ordinances. Navy Federal Credit Union accumulated five (5) points under the "Capital Investment" category, five (5) points under the "Number of Employees" category, and three (3) points under the "Wage Rate" category for a total of thirteen (13) points. As a result, pursuant to Sec. 90-147(4), Escambia County Code of Ordinances, Navy Federal Credit Union shall receive a 100% ad valorem tax exemption for a period of ten (10) years.

Section 7. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 8. **Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 9. **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this __ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-10-2020

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

EXHIBIT "A"

4H Property Legal Description

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:
A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:
Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 feet to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

ALSO LESS AND EXCEPT any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

LESS AND EXCEPT THE ATTACHED CONSERVATION EASEMENT DESCRIPTION PARCELS:

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1838.25 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 2660.70 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 571318.59 EAST: 1069743.94 AND BEING THE POINT OF BEGINNING, THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N56° 42' 12"W A DISTANCE OF 5.60 FEET; N27° 52' 11"W A DISTANCE OF 24.12 FEET; N68° 22' 50"W A DISTANCE OF 36.62 FEET; N63° 47' 08"W A DISTANCE OF 28.91 FEET; S55° 58' 54"W A DISTANCE OF 11.72 FEET; S88° 29' 13"W A DISTANCE OF 21.91 FEET; S50° 46' 10"W A DISTANCE OF 21.51 FEET; N51° 31' 35"W A DISTANCE OF 29.66 FEET; N50° 55' 38"E A DISTANCE OF 30.71 FEET; N18° 11' 11"W A DISTANCE OF 50.11 FEET; N59° 02' 41"W A DISTANCE OF 57.32 FEET; N85° 55' 34"W A DISTANCE OF 46.93 FEET; N17° 07' 33"W A DISTANCE OF 111.99 FEET; S85° 52' 18"W A DISTANCE OF 170.28 FEET; N14° 26' 21"W A DISTANCE OF 300.61 FEET; N2° 39' 27"W A DISTANCE OF 350.37 FEET; N28° 55' 35"E A DISTANCE OF 262.87 FEET; N61° 10' 57"E A DISTANCE OF 351.29 FEET; S87° 17' 43"W A DISTANCE OF 115.78 FEET; N49° 40' 51"W A DISTANCE OF 94.46 FEET; N46° 58' 25"W A DISTANCE OF 111.50 FEET; N49° 45' 59"W A DISTANCE OF 75.97 FEET; N47° 03' 26"W A DISTANCE OF 104.79 FEET; N13° 45' 47"W A DISTANCE OF 126.93 FEET; N37° 29' 23"E A DISTANCE OF 102.74 FEET; N55° 49' 13"E A DISTANCE OF 7.51 FEET; N9° 23' 14"W A DISTANCE OF 28.98 FEET; N9° 04' 04"W A DISTANCE OF 28.82 FEET; S80° 32' 19"W A DISTANCE OF 49.58 FEET; S65° 40' 34"W A DISTANCE OF 79.64 FEET; S76° 19' 37"W A DISTANCE OF 128.69 FEET; S89° 26' 43"W A DISTANCE OF 174.68 FEET; N0° 34' 56"E A DISTANCE OF 262.47 FEET; N25° 02' 42"W A DISTANCE OF 226.37 FEET; S87° 02' 29"E A DISTANCE OF 76.97 FEET; S41° 50' 07"E A DISTANCE OF 7.06 FEET; S25° 02' 42"E A DISTANCE OF 199.39 FEET; S0° 34' 56"W A DISTANCE OF 206.99 FEET; N89° 26' 43"E A DISTANCE OF 95.23 FEET; N76° 19' 37"E A DISTANCE OF 114.11 FEET; N65° 40' 34"E A DISTANCE OF 82.24 FEET; N80° 32' 19"E A DISTANCE OF 87.77 FEET; S75° 16' 35"E A DISTANCE OF 45.27 FEET; S09° 13' 13"E A DISTANCE OF 154.12 FEET; S55° 49' 13"W A DISTANCE OF 40.99 FEET; S37° 29' 23"W A DISTANCE OF 57.87 FEET; S13° 45' 47"E A DISTANCE OF 72.42 FEET; S47° 03' 26"E A DISTANCE OF 82.21 FEET; S49° 45' 59"E A DISTANCE OF 76.02 FEET; S46° 58' 25"E A DISTANCE OF 111.55 FEET; S49° 40' 51"E A DISTANCE OF 65.22 FEET; N87° 17' 43"E A DISTANCE OF 105.24 FEET; N54° 05' 16"E A DISTANCE OF 78.59 FEET; N49° 32' 37"E A DISTANCE OF 76.69 FEET; N47° 31' 29"E A DISTANCE OF 108.80 FEET; N68° 58' 59"E A DISTANCE OF 96.88 FEET; N77° 34' 52"E A DISTANCE OF 137.00 FEET; S87° 55' 57"E A DISTANCE OF 60.68 FEET; S36° 57' 40"E A DISTANCE OF 129.15 FEET; S31° 11' 10"E A DISTANCE OF 84.98 FEET; S31° 17' 44"E A DISTANCE OF 119.29 FEET; S28° 17' 07"E A DISTANCE OF 133.44 FEET; S54° 44' 25"E A DISTANCE OF 71.97 FEET; S63° 27' 57"E A DISTANCE OF 137.55 FEET; S53° 52' 45"E A DISTANCE OF 72.28 FEET; S7° 19' 35"E A DISTANCE OF 37.13 FEET; S7° 39' 52"E A DISTANCE OF 72.27 FEET; S25° 37' 06"W A DISTANCE OF 33.24 FEET; S10° 40' 00"W A DISTANCE OF 33.20 FEET; S45° 07' 55"W A DISTANCE OF 113.96 FEET; S44° 51' 06"W A DISTANCE OF 105.47 FEET; S67° 20' 08"W A DISTANCE OF 61.59 FEET; S68° 36' 05"W A DISTANCE OF 97.04 FEET; S68° 09' 34"W A DISTANCE OF 63.74 FEET; S68° 15' 18"W A DISTANCE OF 80.82 FEET; S36° 02' 39"W A DISTANCE OF 75.65 FEET; S34° 16' 40"W A DISTANCE OF 53.66 FEET; S34° 51' 34"W A DISTANCE OF 89.00 FEET; S33° 49' 18"W A DISTANCE OF 91.85 FEET; S38° 01' 06"W A DISTANCE OF 445.18 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1425730 SQUARE FEET (32.73 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST:

1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1051.20 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 1647.24 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570487.70 EAST: 1070721.78 AND BEING THE POINT OF BEGINNING, THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N61° 42' 16"W A DISTANCE OF 155.89 FEET; N21° 32' 05"W A DISTANCE OF 69.55 FEET; N53° 18' 35"W A DISTANCE OF 124.36 FEET; N1° 16' 00"E A DISTANCE OF 108.66 FEET; N33° 21' 57"W A DISTANCE OF 81.78 FEET; N77° 06' 17"W A DISTANCE OF 106.43 FEET; S78° 02' 23"W A DISTANCE OF 77.47 FEET; N21° 37' 38"W A DISTANCE OF 97.79 FEET; N87° 09' 49"W A DISTANCE OF 95.66 FEET; N20° 12' 31"E A DISTANCE OF 9.55 FEET; N24° 01' 40"E A DISTANCE OF 29.41 FEET; N0° 24' 09"W A DISTANCE OF 51.19 FEET; N61° 53' 05"W A DISTANCE OF 41.76 FEET; N77° 45' 30"W A DISTANCE OF 26.47 FEET; S82° 18' 45"W A DISTANCE OF 43.01 FEET; N59° 59' 00"W A DISTANCE OF 35.52 FEET; N78° 08' 21"W A DISTANCE OF 33.82 FEET; N10° 03' 55"W A DISTANCE OF 37.06 FEET; N37° 29' 56"W A DISTANCE OF 44.98 FEET; N78° 25' 52"W A DISTANCE OF 29.15 FEET; N48° 45' 12"W A DISTANCE OF 31.57 FEET; N22° 08' 20"W A DISTANCE OF 13.58 FEET; N38° 01' 06"E A DISTANCE OF 389.58 FEET; S38° 36' 44"E A DISTANCE OF 26.27 FEET; S48° 16' 29"E A DISTANCE OF 65.03 FEET; S58° 24' 56"E A DISTANCE OF 75.39 FEET; S56° 43' 21"E A DISTANCE OF 62.67 FEET; S64° 05' 06"E A DISTANCE OF 60.22 FEET; S62° 39' 35"E A DISTANCE OF 60.95 FEET; S58° 41' 39"E A DISTANCE OF 55.44 FEET; S62° 11' 41"E A DISTANCE OF 59.84 FEET; S64° 35' 05"E A DISTANCE OF 57.63 FEET; S60° 29' 13"E A DISTANCE OF 33.01 FEET; S48° 10' 42"E A DISTANCE OF 44.22 FEET; S45° 12' 34"E A DISTANCE OF 69.85 FEET; S71° 42' 25"E A DISTANCE OF 44.60 FEET; S37° 32' 48"E A DISTANCE OF 52.84 FEET; S50° 56' 09"E A DISTANCE OF 47.41 FEET; S29° 34' 28"E A DISTANCE OF 51.39 FEET; S59° 08' 50"E A DISTANCE OF 56.64 FEET; S59° 07' 26"E A DISTANCE OF 51.00 FEET; S60° 41' 30"E A DISTANCE OF 52.84 FEET; S38° 38' 52"E A DISTANCE OF 50.29 FEET; S26° 42' 53"W A DISTANCE OF 128.12 FEET; S66° 00' 47"E A DISTANCE OF 45.66 FEET; N31° 13' 24"E A DISTANCE OF 128.04 FEET; S64° 41' 18"E A DISTANCE OF 286.24 FEET; S26° 24' 30"W A DISTANCE OF 275.93 FEET; N65° 23' 22"W A DISTANCE OF 30.18 FEET; S24° 36' 38"W A DISTANCE OF 33.36 FEET; S65° 23' 22"E A DISTANCE OF 28.44 FEET; S30° 41' 50"W A DISTANCE OF 209.44 FEET; N55° 54' 41"W A DISTANCE OF 245.95 FEET; N19° 44' 31"W A DISTANCE OF 61.48 FEET; N24° 08' 40"E A DISTANCE OF 125.39 FEET; N57° 32' 20"W A DISTANCE OF 37.64 FEET; S32° 49' 01"W A DISTANCE OF 179.85 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 628901 SQUARE FEET (14.44 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1268.84 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570632.63 EAST: 1072377.00 AND BEING THE POINT OF BEGINNING, THENCE CONTINUE N2° 31' 20"E ALONG SAID EAST LINE A DISTANCE OF 411.76 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N51° 31' 14"W A DISTANCE OF 39.51 FEET; THENCE PROCEED N52° 14' 53"W A DISTANCE OF 47.42 FEET; THENCE PROCEED N54° 56' 08"W A DISTANCE OF 93.49 FEET; THENCE PROCEED N28° 11' 34"W A DISTANCE OF 133.96 FEET; THENCE PROCEED N28° 11' 34"W A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTH LINE OF NAVY FEDERAL CREDIT UNION BOUNDARY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6893, PAGE 907 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED N50° 23' 19"W ALONG SAID NORTH LINE A DISTANCE OF 613.38 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S40° 50' 49"E ALONG THE EASTERLY LINE OF A 30' WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3374, PAGE 919 AND OFFICIAL RECORDS BOOK 3882, PAGE 817 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 766.85 FEET; THENCE PROCEED S14° 29' 15"E ALONG SAID EASTERLY LINE A DISTANCE OF

394.48 FEET; THENCE DEPARTING SAID EASTERLY LINE, PROCEED S40° 25' 58"E A DISTANCE OF 134.94 FEET; THENCE PROCEED S6° 39' 03"E A DISTANCE OF 106.64 FEET; THENCE PROCEED S7° 31' 18"E A DISTANCE OF 79.39 FEET; THENCE PROCEED S5° 01' 15"E A DISTANCE OF 114.72 FEET; THENCE PROCEED S20° 29' 52"E A DISTANCE OF 96.65 FEET; THENCE PROCEED S63° 01' 31"W A DISTANCE OF 12.34 FEET TO THE EASTERLY LINE OF THE AFORESAID UTILITY EASEMENT; THENCE PROCEED S86° 46' 51"E ALONG SAID EASTERLY LINE A DISTANCE OF 155.73 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 193516 SQUARE FEET (4.44 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 871.02 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570236.52 EAST: 1072329.52 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N62° 33' 59"W A DISTANCE OF 48.82 FEET; N89° 37' 36"W A DISTANCE OF 72.77 FEET; N84° 35' 10"W A DISTANCE OF 50.61 FEET; N78° 43' 37"W A DISTANCE OF 47.76 FEET; N84° 38' 53"W A DISTANCE OF 47.54 FEET; N87° 54' 05"W A DISTANCE OF 43.18 FEET; S75° 08' 46"W A DISTANCE OF 35.43 FEET; N84° 38' 28"W A DISTANCE OF 10.20 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 709.50 FEET, A CENTRAL ANGLE OF 17°39'10" AND A CHORD BEARING AND DISTANCE OF N25°06'40"W, 217.73 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 218.60', THENCE DEPARTING SAID CURVE, PROCEED N67° 10' 42"E A DISTANCE OF 34.78 FEET; THENCE PROCEED N44° 26' 13"E A DISTANCE OF 17.55 FEET; THENCE PROCEED N63° 01' 31"E A DISTANCE OF 278.31 FEET TO A POINT ON THE WESTERLY LINE OF A 30' WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3374, PAGE 919 AND OFFICIAL RECORDS BOOK 3882, PAGE 817 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED ALONG SAID WESTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: S14° 29' 15"E A DISTANCE OF 7.66 FEET; S86° 46' 51"E A DISTANCE OF 162.78 FEET; S2° 31' 20"W A DISTANCE OF 368.18 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 124854 SQUARE FEET (2.87 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 830.41 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 538.53 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570218.32 EAST: 1071819.70 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: S77° 04' 41"W A DISTANCE OF 57.03 FEET; S88° 08' 59"W A DISTANCE OF 37.76 FEET; N78° 07' 24"W A DISTANCE OF 52.83 FEET; N51° 27' 08"W A DISTANCE OF 37.86 FEET; N55° 55' 13"W A DISTANCE OF 48.04 FEET; N72° 19' 40"W A DISTANCE OF 64.11 FEET; N75° 22' 40"W A DISTANCE OF 126.45 FEET; S87° 48' 06"W A DISTANCE OF 34.06 FEET; N71° 19' 28"W A DISTANCE OF 60.63 FEET; N35° 06' 48"W A DISTANCE OF 59.91 FEET; S84° 14' 57"W A DISTANCE OF

38.73 FEET; N71° 06' 22"W A DISTANCE OF 48.82'; N23° 17' 10"E A DISTANCE OF 31.71'; S64° 19' 07"E A DISTANCE OF 28.13 FEET; N23° 46' 26"E A DISTANCE OF 63.93 FEET; N64° 19' 07"W A DISTANCE OF 28.13 FEET; N25° 40' 53"E A DISTANCE OF 121.82 FEET; S82° 57' 41"E A DISTANCE OF 83.08 FEET; S78° 06' 21"E A DISTANCE OF 65.77 FEET; S63° 28' 25"E A DISTANCE OF 63.62 FEET; S64° 48' 52"E A DISTANCE OF 90.07 FEET; S77° 55' 53"E A DISTANCE OF 39.82 FEET; S34° 40' 54"E A DISTANCE OF 54.91 FEET; S78° 21' 06"E A DISTANCE OF 36.14 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 539.50 FEET, A CENTRAL ANGLE OF 27°35'29" AND A CHORD BEARING AND DISTANCE OF S29°28'26"E, 257.30 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.80 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 122469 SQUARE FEET (2.81 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 892.43 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 3240.22 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570399.19 EAST: 1069123.36 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N74° 31' 09"E A DISTANCE OF 43.61 FEET; N22° 07' 22"E A DISTANCE OF 142.43 FEET; N64° 01' 56"E A DISTANCE OF 86.52 FEET; N53° 05' 17"E A DISTANCE OF 132.67 FEET; N54° 09' 22"E A DISTANCE OF 90.22 FEET; N37° 12' 07"E A DISTANCE OF 44.59 FEET; S65° 25' 41"E A DISTANCE OF 396.25 FEET; S41° 30' 03"W A DISTANCE OF 93.56 FEET; S72° 13' 27"W A DISTANCE OF 118.05 FEET; S50° 42' 47"W A DISTANCE OF 180.59 FEET; S47° 59' 28"W A DISTANCE OF 92.20 FEET; S59° 26' 53"W A DISTANCE OF 103.09 FEET; S66° 52' 01"W A DISTANCE OF 112.77 FEET; N59° 50' 21"W A DISTANCE OF 89.21 FEET; N47° 48' 26"W A DISTANCE OF 109.01 FEET; N12° 04' 58"W A DISTANCE OF 54.36 FEET; N10° 59' 45"E A DISTANCE OF 23.39 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 199860 SQUARE FEET (4.59 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 334.39 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 2014.65 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 569787.75 EAST: 1070323.17 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N61° 29' 09"W A DISTANCE OF 45.52 FEET; S84° 35' 40"W A DISTANCE OF 42.35 FEET; S89° 42' 13"W A DISTANCE OF 50.57 FEET; N80° 18' 40"W A DISTANCE OF 44.35 FEET; N30° 02' 48"W A DISTANCE OF 116.29 FEET; N2° 56' 55"E A DISTANCE OF 97.90 FEET; N9° 22' 28"W A DISTANCE OF 81.84 FEET; N28° 00' 40"E A DISTANCE OF 54.29 FEET; N64° 25' 01"E A DISTANCE OF 46.24 FEET; N87° 24' 54"E A DISTANCE OF 47.74 FEET; S67° 39' 39"E A DISTANCE OF 244.74 FEET TO A POINT ON THE EAST LINE OF HERITAGE OAKS COMMERCE PARK AS RECORDED IN PLAT BOOK 17, PAGES 60 AND 60A OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED S29° 04' 07"W ALONG SAID EAST LINE A DISTANCE OF 192.95 FEET; THENCE PROCEED S2° 19' 15"W ALONG SAID EAST LINE A DISTANCE OF 112.60 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 86620 SQUARE FEET (1.99 ACRES) MORE OR LESS.

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1 Business name: Navy Federal Credit Union	Mailing address: 5550 Heritage Oaks Drive, Pensacola, FL 32526	
2 Please give name and telephone number of owner or person in charge of this business. Name: Keith Hoskins, Senior Vice President	Telephone number: 850-912-0337	
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed: 041S311101000000-3101 Navy Federal Way, Pensacola, FL 32526 - Bldg 7, Amenities and Parking Deck 3	4 Date you began, or will begin, business at this facility: July 2019	
5 Description of the improvements to real property for which this exemption is requested: Construction of over 481,000 sq ft of office space, 182,000 sq ft of amenities and one parking deck - $330M	Date of commencement of construction of improvements: Sep 2014	

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased

Class or Item	Age	Date of Purchase	Taxpayer's Estimate of Original Cost	Cond*	Taxpayer's Estimate of Fair Market Rent	APPRAISER'S USE ONLY Cond*	APPRAISER'S USE ONLY
ISD Equipment	Varies	Varies	$ 28,268,417	good	$		$
Office Furniture and Equipment	Varies	Varies	$ 17,547,613	good	$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
		Total	$ 45,816,031		$		$

Average value of inventory on hand:

*Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a ☐ new business or ☑ expansion of an existing business

8 Describe type or nature of your business

9 Trade levels (check as many as apply)
☐ Retail ☐ Wholesale ☐ Manufacturing ☑ Professional
☐ Service ☑ Office ☐ Other, specify:

10 Number of full-time employees to be employed in Florida: 7,409

If an expansion of an existing business: Net increase in employment: 6.74% Increase in productive output resulting from this expansion: %

11 Sales factor for the facility requesting exemption:

Total sales in Florida from this facility-one (1) location only ÷ Total sales everywhere from this facility-one (1) location only = %

12 For office space owned and used by a corporation newly domiciled in Florida: Date of incorporation in Florida; Number of full-time employees at this location: 7,409

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date 06/29/2020

Signature, preparer: Kara Cardona

Signature, taxpayer

Preparer's address: Kara Cardona, 5550 Heritage Oaks Drive, Pensacola, FL 32526

Title: Senior Vice President

Preparer's telephone number: 850-912-0104

Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	$ 141,658,285
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	$ 1,387,423
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	$ 2,877,424
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted: Improvements to real property $ 329,802,271; Personal property $ 45,816,031	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a ☐ new business ☒ expansion of an existing business ☐ neither	
VI	Last year for which exemption may be applied: 2029	

Application to be filed not later than March 1

7/2/2020
Date

Signature, Property Appraiser

	ESCAMBIA COUNTY ECONOMIC DEVELOPMENT EXEMPTIONS					
	Navy Federal (Phase II expansion) Bldg7, Amenities & PD3	* 2019 MILLAGE	2019 TAXABLE VALUE	REVENUE	REAL PROPERTY VALUE	PERSONAL PROPERTY VALUE
I.	Total revenue available in current fiscal year	7.6605	$18,492,041,609	$141,658,285		
II.	Revenue currently lost to EDATE exemptions	7.6605	$181,113,858	$1,387,423		
III.	Estimated tax lost if this exemption is granted	7.6605	$375,618,302	$2,877,424		
IV.	Estimated taxable value lost if this exemption is granted				$329,802,271	$45,816,031
V.	Identify status of business activity	New Business	x	Expansion of Existing Business		Neither
VI.	Last year for which exemption may be applied	2029				

NAVY FEDERAL (Phase II expansion)							
2020 Proposed Tangible Taxes							
(Based on 2019 Millage Rates)							
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	millage	Assessed Taxes	Exempt Taxes	Taxable Taxes
COUNTY	$45,816,031	$45,816,031		6.6165	$303,142	$303,142	$0
SCHOOL BY LOCAL BOARD	$45,816,031	$0	$45,816,031	2.2100	$101,253	$0	$101,253
SCHOOL BY STATE LAW	$45,816,031	$0	$45,816,031	4.6660	$213,778	$0	$213,778
LIBRARY	$45,816,031	$45,816,031		0.3590	$16,448	$16,448	$0
SHERIFF	$45,816,031	$45,816,031		0.6850	$31,384	$31,384	$0
WATER MANAGEMENT	$45,816,031	$0	$45,816,031	0.0366	$1,677	$0	$1,677
CITY OF PENSACOLA	$45,816,031	$0		4.2895	$0	$0	$0
TOTAL TPP					$667,682	$350,974	$316,708
2020 Proposed Real Property Taxes							
(Based on 2019 Millage Rates)							
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	millage	Assessed Taxes	Exempt Taxes	Taxable Taxes
COUNTY	$329,802,271	$329,802,271		6.6165	$2,182,137	$2,182,137	$0
SCHOOL BY LOCAL BOARD	$329,802,271	$0	$329,802,271	2.2100	$728,863	$0	$728,863
SCHOOL BY STATE LAW	$329,802,271	$0	$329,802,271	4.6660	$1,538,857	$0	$1,538,857
LIBRARY	$329,802,271	$329,802,271		0.3590	$118,399	$118,399	$0
SHERIFF	$329,802,271	$329,802,271		0.6850	$225,915	$225,915	$0
WATER MANAGEMENT	$329,802,271	$0	$329,802,271	0.0366	$12,071	$0	$12,071
CITY OF PENSACOLA	$329,802,271	$0		4.2895	$0	$0	$0
TOTAL REAL PROPERTY					$4,806,241	$2,526,450	$2,279,791
TOTAL REAL & TPP					$5,473,923	$2,877,424	$2,596,499

Sum of Period Ending Cost Balanc	Column Labels								
	BD 7	BD 7 Total	BD 8	BD 8 Total	PD 4	PD 4 Total	PD3	PD3 Total	Grand Total
Row Labels	2019		2020		2020		2019		
BLDNG	279,067,582.53	279,067,582.53	182,957,401.06	182,957,401.06	49,695,329.60	49,695,329.60	50,734,688.88	50,734,688.88	562,455,002.07
ISD Hardware	28,268,417.77	28,268,417.77	1,513,569.31	1,513,569.31					29,781,987.08
Office Furniture and equipment	17,547,613.99	17,547,613.99	7,709,192.95	7,709,192.95					25,256,806.94
Grand Total	**324,883,614.29**	**324,883,614.29**	**192,180,163.32**	**192,180,163.32**	**49,695,329.60**	**49,695,329.60**	**50,734,688.88**	**50,734,688.88**	**617,493,796.09**

Building 7 with Amenities and Parking Deck 3 Total Building Costs =	329,802,271.41	in Service 7/18/2019
Building 7 ISD Hardware =	28,268,417.77	in Service 7/18/2020
Building 7 Office Furniture and equipment =	17,547,613.99	in Service 7/18/2020
	45,816,031.76	Total and in line with what is on the application
	375,618,303.17	

General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions . Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a colocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner-granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

Statutory Definitions

Section 196.011 Annual application required for exemption .—

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

Section 196.012(15) and (16), Florida Statutes

(15) "New business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

(16) "Expansion of an existing business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site colocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

(b) Any business located in an enterprise zone that increases operations on a site colocated with a commercial or industrial operation owned by the same business.

Section 196.1995 Economic development ad valorem tax exemption.-

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

Section 220.15(5), Florida Statutes.

(5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

(a) As used in this subsection, the term "sales" means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:

1. Rental income is included in the term if a significant portion of the taxpayer's business consists of leasing or renting real or tangible personal property; and

2. Royalty income is included in the term if a significant portion of the taxpayer's business consists of dealing in or with the production, exploration, or development of minerals.

(b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.

3. Reimbursement of expenses under an agency contract between a cooperative, a grower-member of a cooperative, or a grower and a processor is not a sale within this state.

(c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:

1. Fees, commissions, or other compensation for financial services rendered within this state;

2. Gross profits from trading in stocks, bonds, or other securities managed within this state;

3. Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;

4. Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;

5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer's agent to sell real or tangible personal property located in this state;

6. Rents from real or tangible personal property located in this state; or

7. Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an "includable corporation" under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.

AD VALOREM TAX EXEMPTION - SUPPLEMENTAL APPLICATION
GENERAL INFORMATION & INSTRUCTIONS

The Economic Development Ad Valorem Tax Exemption Application, DR418, **MUST** accompany this form. In order for the application to be accepted, all applicable areas **MUST** be completed. Applications must be **FILLED OUT COMPLETELY, SIGNED and DATED** to be accepted by this Office. Place" N/A" for items that do not apply. **All incomplete applications will be returned, causing a delay in consideration.** [PLEASE PRINT OR TYPE ALL REQUESTED INFORMATION]

TERMS

NEW BUSINESS – A business or organization, newly domiciled in Escambia County, paying an average wage for such new jobs that are above the average wage in the area.

BUSINESS EXPANSION – The enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increase the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.

CAPITAL INVESTMENT – The acquisition of a fixed asset that is anticipated to have a long life of use before it has to be replaced or repaired.

PROJECTED NUMBER OF JOBS - Jobs foreseen in the future within one (1) year of application.

ENTERPRISE ZONE – An Escambia County designated area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence. [Escambia County has designated Enterprise Zones]

MANUFACTURED EQUIPMENT - Any new or used equipment that is used in the direct production manufacture, fabrication, assembly, extraction, mining, processing refining, or finishing of other tangible personal property including, equipment used to dispose of solid waste or hazardous waste into energy or other useful products.

R&D EQUIPMENT – Equipment consists of laboratory equipment, research and development equipment, computers and computer software, telecommunications equipment or testing equipment used in research and development activities devoted, directly and exclusively, to experimental or laboratory research and development of new products new uses or exiting products or improving or testing existing products.

EXPLANATION

AVERGE WAGE/SALARY - Average salary/wage for **NEWLY** created jobs.

GROSS ANNUAL PAYROLL – Gross Annual Payroll for **NEWLY** created jobs.

CURRENT NUMBER OF EMPLOYEES – Number of employees **BEFORE** the business expansion.

JOB CLASSIFICATION – Classifications for the **NEWLY** created jobs.

WAGE RATE – **Wage** rate for the **NEWLY** created jobs.

REVIEW/INSTRUCTIONS

Upon receipt of the Application for Exemption and supporting documents, additional information may be requested from applicant to complete the review.

ONLY include Full-Time Regular Employees of the applicant; NOT contract, temporary or part-time employees. All job creation projections should be within one year of application. Applicant will be notified in writing if request for exemption is granted or denied.

ATTACH: Proof of Gross Payroll ["current" Quarterly Unemployment Reports] List of Capital Investments Claimed; Legal Description of Property and any supporting documents. If there are multiple worksites, ONLY include information that pertains to the site you are seeking the Exemption on.

Mail to: County Administration, Attn: Deana Stallworth, 221 Palafox Place, Suite 420, Pensacola, Florida 32502.
IF ALL REQUIRED INFORMATION IS NOT ATTACHED, THIS MAY RESULT IN DENIAL OF THE APPLICATION FOR EXEMPTION

Note: Please do not begin a project before an Ordinance has been established.

For questions or assistance, please contact Deana Stallworth, deana_stalllworth@myescambia.com or 850-595-3935.

AD VALOREM TAX EXEMPTION - SUPPLEMENTAL APPLICATION
GENERAL INFORMATION & INSTRUCTIONS

The Economic Development Ad Valorem Tax Exemption Application, DR418, **MUST** accompany this form. In order for the application to be accepted, all applicable areas **MUST** be completed. Applications must be **FILLED OUT COMPLETELY, SIGNED and DATED** to be accepted by this Office. Place" N/A" for items that do not apply. **All incomplete applications will be returned, causing a delay in consideration.** [PLEASE PRINT OR TYPE ALL REQUESTED INFORMATION]

TERMS

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BUSINESS EXPANSION – The enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increase the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.

CAPITAL INVESTMENT – The acquisition of a fixed asset that is anticipated to have a long life of use before it has to be replaced or repaired.

PROJECTED NUMBER OF JOBS - Jobs foreseen in the future within one (1) year of application.

ENTERPRISE ZONE – An Escambia County designated area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence. [Escambia County has designated Enterprise Zones]

MANUFACTURED EQUIPMENT - Any new or used equipment that is used in the direct production manufacture, fabrication, assembly, extraction, mining, processing refining, or finishing of other tangible personal property including, equipment used to dispose of solid waste or hazardous waste into energy or other useful products.

R&D EQUIPMENT – Equipment consists of laboratory equipment, research and development equipment, computers and computer software, telecommunications equipment or testing equipment used in research and development activities devoted, directly and exclusively, to experimental or laboratory research and development of new products new uses or exiting products or improving or testing existing products.

EXPLANATION

AVERGE WAGE/SALARY - Average salary/wage for **NEWLY** created jobs.

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ONLY include Full-Time Regular Employees of the applicant; NOT contract, temporary or part-time employees. All job creation projections should be within one year of application. Applicant will be notified in writing if request for exemption is granted or denied.

ATTACH: Proof of Gross Payroll ["current" Quarterly Unemployment Reports] List of Capital Investments Claimed; Legal Description of Property and any supporting documents. If there are multiple worksites, ONLY include information that pertains to the site you are seeking the Exemption on.

Mail to: County Administration, Attn: Deana Stallworth, 221 Palafox Place, Suite 420, Pensacola, Florida 32502.
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Note: Please do not begin a project before an Ordinance has been established.

For questions or assistance, please contact Deana Stallworth, deana_stalllworth@myescambia.com or 850-595-3935.

DATE: 06/29/2020	
APPLICANT: Navy Federal Credit Union	
NAME OF BUSINESS:	Navy Federal Credit Union Greater Pensacola Operations
LOCATION OF BUSINESS:	5550 Heritage Oaks Drive
CITY	Pensacola
STATE	Florida
ZIP CODE	32526

ESCAMBIA COUNTY SUPPLEMENTAL EDATE EVALUATION FORM

THIS APPLICATION IS FOR A BUSINESS THAT WILL:

	Create **LESS THAN** 150 "NEW" jobs
X	Create **MORE THAN** 150 "NEW" jobs
	Be in a County designated Enterprise Zone

CAPITAL INVESTMENT Capital Investment is *the acquisition of fixed assets that is anticipated to have a long life of use before it has to be replaced or repaired. Capital investment is made any time a company purchases goods that will benefit the operation of the business, but will not be used to cover the operational costs of the business. Please do not include land.*

	Capital Investment (check one)
Under $1 Million	
$1 –$5 Million	
Over $5 Million	X
Total Capital Investment$	Over $900M

PLEASE LIST CAPITAL INVESTMENTS

(Note: Add additional sheet if necessary)

LIST THE "ANTICIATED" AMOUNT AND TYPE OF MAJOR CAPITAL INVESTMENT TO BE MADE BY THE APPLICANT IN CONNECTION WITH THIS NEW BUSINESS OR BUSINESS EXPANSION.

NEW BUSINESS *(Facility Where Exemption Is Requested)*	Employees (check one)
Under 25 Employees	
25 – 50 Employees	
51 -100 Employees	
Over 100 Employees	
How Many "New" Employees?	

BUSINESS EXPANSION *(Facility Where Exemption Is Requested)*	Employees (check one)
Under 25 Employees	
25 – 50 Employees	
51 -100 Employees	
Over 100 Employees	X
How Many "New" Employees?	
WHAT IS THE BUSINESS INDUSTRY?	Credit Union Financial Services

CAPITAL INVESTMENT

(Add additional sheet if necessary)

	Year1	Year2	Year3
Construction/Renovation	$	$	$
Manufacturing Equipment	$	$	$
R&D Equipment	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$
Total Capital Investment	$	$	$

"PROJECTED" NUMBER OF ADDITIONAL EMPLOYEES *(Within One Year of Original Application)*	# 500 new jobs expected in 2020
AVERAGE WAGE/SALARY	S $54,000 est.
GROSS ANNUAL PAYROLL	$ $500M est.
"CURRENT" NUMBER OF EMPLOYEES	# 7,409 as of 5/25/20

IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE? [ ] YES [X] NO

Does Business presently participate in the QTI Refund Program?

[ ] YES [X] NO

ITEM:	COST:
Original Campus	$ 288,378,467
Phase I - B5/6/Commons/CEP2	$ 241,626,719
Phase II - B7/Amenities/PD3	$ 375,618,303
Total	$ 905,623,489+

(Add additional sheet if necessary)

JOB CLASSIFICATION: *(Add additional sheet if necessary)*	Average SALARY$
	$ est avg $54,000
	$ est avg $54,000
	$
	$

WAGE RATE$	Please check one:
Below Area Average Wage	
Average Wage	
Above Average Wage	X

Signature of Applicant (Business Representative)

Keith Hoskins, Senior Vice President

Printed Name

STATE OF FLORIDA
COUNTY OF Escambia

Sworn to (or affirmed) and subscribed before me this 29th day of June, 2020, by (name of person making statement).

My commission expires: 1/24/23

Kirsten L Watson
NOTARY PUBLIC

(NOTARY SEAL)

KIRSTEN L. WATSON
MY COMMISSION # GG 294975
EXPIRES: January 24, 2023
Bonded Thru Notary Public Underwriters

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

EDATE "ANNUAL" RENEWAL PROCESS

CONTACT INFORMATION

(Individual responsible for renewal process)

Name of Business:	Navy Federal Credit Union					
Name and Title of Contact Person :	Name:	Kara Cardona		Title: SVP	Senior Vice President	
Phone # with area code:	Area Code:	850	Phone #:	912-0104		
Mailing Address:	5550 Heritage Oaks Drive					
City:	Pensacola		State: FL		Zip Code:	32526
E-Mail Address:	Kara_Cardona@navyfederal.org					

Name of person completing this form: Kara R. Cardona

Phone #: 850-912-0104

E-Mail Address: Kara_Cardona@navyfederal.org

Date: June 29, 2020

Escambia County
Clerk's Original

10/9/2014 CAT I-2

RESOLUTION NUMBER R2014-117

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS MAY GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM RECIPIENT SUBJECT TO THE REQUIREMENTS OF §§78-309-315 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION AND CORRESPONDING GRANT AGREEMENT, THE BOARD MAY AWARD AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM GRANT; PROVIDING FOR AN EFFECTIVE DATE.

Date: 10/10/2014 Verified By: R. Caruso

WHEREAS, the prospective business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, this prospective business expansion, currently identified as "Project Revolution," will increase the total number of full time jobs by approximately 140% with an average annual salary of at least $49,500.00 per year; and

WHEREAS, this prospective business expansion, Project Revolution, will include a capital investment of approximately three hundred and fifty million dollars ($350,000,000.00) to expand and equip the existing production facility; and

WHEREAS, this prospective business expansion, Project Revolution has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, this prospective business expansion, Project Revolution has also announced its determination to apply for an Economic Development Incentive Fund Program Grant from the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business EDATE applicant under §196.1995, Florida Statutes.

Section 3. That upon approval of its application, the Board of County Commissioners may grant an EDATE to this prospective business expansion, Project Revolution.

Section 4. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business applicant for an Economic Development Incentive Fund Program Grant pursuant to §§78-309-315 of the Escambia County Code of Ordinances.

Section 5. That upon approval of its application and corresponding grant agreement, the Board of County Commissioners may award an Economic Development Incentive Fund Program Grant to this prospective business expansion, Project Revolution, with an incentive of up to $1,000.00 for each new job in an amount not to exceed $500,000.00 per year.

Section 6. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 9 day of OCTOBER, 2014.

Approved as to form and legal sufficiency.

By/Title:
Date: 10/7/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:
Lumon J. May, Chairperson

Date Executed
10/9/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By:

(SEAL)
BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO., FL

ADDENDUM #1
CAT I-2
10-9-2014 BCC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BCC Regular Meeting

Meeting Date:	October 9, 2014
Issue:	Resolution of Support for Economic Development Project "Project Revolution"
From:	Kristin D. Hual KH
Through:	Alison P. Rogers, County Attorney APR
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION: That the Board That the Board take the following action:

A. Adopt a Resolution expressing the Board's support for economic development prospect "Project Revolution" as a qualified Economic Development Ad Valorem Tax Exemption (EDATE) applicant and an economic development incentive fund program recipient; providing that upon approval of the requisite applications and corresponding grant agreement, the Board may grant an EDATE and award an economic development incentive fund program grant to Project Revolution.

B. Authorize the Chairman to execute the Resolution.

BACKGROUND: As provided in the Resolution, the prospective business expansion, "Project Revolution" will increase the total number of full time jobs by approximately 140% with an average annual salary of at least $49,500.00 per year and include a capital investment of approximately three hundred and fifty million dollars ($350,000,000.00) to expand the existing operation.

BUDGETARY IMPACT: N/A

LEGAL CONSIDERATIONS/SIGN-OFF: This Resolution was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL: N/A

IMPLEMENTATION/COORDINATION: A copy of the Economic Development Ad Valorem Tax Exemption Resolution will be filed with the Escambia County Property Appraiser's Office.

ATTACHMENT: Resolution

RESOLUTION NUMBER R2014-____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS MAY GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM RECIPIENT SUBJECT TO THE REQUIREMENTS OF §§78-309-315 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION AND CORRESPONDING GRANT AGREEMENT, THE BOARD MAY AWARD AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM GRANT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, this prospective business expansion, currently identified as "Project Revolution," will increase the total number of full time jobs by approximately 140% with an average annual salary of at least $49,500.00 per year; and

WHEREAS, this prospective business expansion, Project Revolution, will include a capital investment of approximately three hundred and fifty million dollars ($350,000,000.00) to expand and equip the existing production facility; and

WHEREAS, this prospective business expansion, Project Revolution has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, this prospective business expansion, Project Revolution has also announced its determination to apply for an Economic Development Incentive Fund Program Grant from the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business EDATE applicant under §196.1995, Florida Statutes.

Section 3. That upon approval of its application, the Board of County Commissioners may grant an EDATE to this prospective business expansion, Project Revolution.

Section 4. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business applicant for an Economic Development Incentive Fund Program Grant pursuant to §§78-309-315 of the Escambia County Code of Ordinances.

Section 5. That upon approval of its application and corresponding grant agreement, the Board of County Commissioners may award an Economic Development Incentive Fund Program Grant to this prospective business expansion, Project Revolution, with an incentive of up to $1,000.00 for each new job in an amount not to exceed $500,000.00 per year.

Section 6. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this __ day of _____, 2014.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/7/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairperson

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

Capital Investment	Points	Navy Federal Building 7 App
Under $1,000,000.00	1	
$1,000,000.00—$5,000,000.00	3	
Over $5,000,000.00	5	5 ($375,618,303)
Number of Employees		
25—50	1	
50—100	3	
Over 100	5	5 (500 new jobs expected 2020)
Wage Rate		
Below area average	0	
Average	1	
Above average	3	3 ($54,000)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18199 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Contract Award for SHIP Housing Rehabilitation Services for 803 Massachusetts Avenue
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 803 Massachusetts Avenue - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 803 Massachusetts Avenue:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Angelina Stallworth, Owner; per the terms and conditions of NED S-R-2020-15, NED SHIP Housing Repair for 803 Massachusetts Avenue, for $33,620; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-15
	Fund 124/Affordable Housing, Cost Center 370290	$3,620	

BACKGROUND:

An Invitation to Bid for project NED S-R-2020-15, NED SHIP Housing Repair for 803 Massachusetts Avenue, was published in Vendor Registry on June 5, 2020 (Exhibit I), and accessed by 86 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on June 12, 2020 at the property, which was attended by 5 firms. Sealed bids were received from two firms by the published deadline of June 19, 2020, with Design Homebuilders, Inc., being the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the base bid of $33,620. SHIP funding will cover $30,000 of the repairs, which is the maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan (LHAP), with the balance to come from Affordable Housing funds.

Repairs for this property will include roof replacement; complete electrical re-wire to include installation of smoke detectors, light fixtures, and GFCI's; installation of new kitchen and bath plumbing fixtures; installation of new exterior doors; exterior siding repairs; and associated interior wall and ceiling repairs due to code upgrades.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-15
	Fund 124/Affordable Housing, Cost Center 370290	$3620	

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Docs 803 Massachusetts
Ex II-Bid Tab 803 Massachusetts
Ex III-SHIP Agreement 803 Massachusetts

EXHIBIT I

VendorRegistry

Expired Solicitation

Details for expired solicitation

Solicitation Details | Notify | Recruit | Add Note | Questions | Submissions | Analytics

Set to 'In Review' Set to 'Awarded' Set to 'Cancelled' Reopen

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED S-R-2020-15

Solicitation Request: NED SHIP HOUSING REPAIR FOR 803 MASSACHUSETTS AVENUE

Deadline: 6/19/2020 12:00 PM (Central Daylight Time)

Pre-Bid Meeting-Date: 6/12/2020 8:30 AM

Pre-Bid Meeting-Details: A mandatory pre-bid meeting will be held at the project site located at 803 Massachusetts Avenue on June 12, 2020 at 8:30am.

Description:

NED SHIP housing rehabilitation project for Angelina Stallworth located at 803 Massachusetts Avenue, Pensacola, Florida 32505.

Repairs include new roof, electrical, doors and minor plumbing.

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Painting, Maintenance and Repair Services, including caulking
- Remodeling and Alterations
- Home Construction, Single Family

Products and Services:

- Home Construction, Single Family

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- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments
- Painting, Maintenance And Repair Services, Including Caulking
- Remodeling And Alteration Services

Documents:

- SHIP Housing Repair Specs A. Stallworth -2.pdf
- Pre bid 803 Massachusetts.pdf

Notified Vendors:

- 6/5/2020 - 850 Paint Pro (rick850@gmail.com)
- 6/5/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
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- 6/23/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 6/23/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 6/23/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 6/23/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 6/23/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 6/23/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 6/23/2020 - Tompkins Painting, Inc (tompkinspaintingestimator@gmail.com)
- 6/23/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 6/23/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 6/23/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 6/23/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 6/23/2020 - Vercetti Enterprises (dv@vercetti.net)
- 6/23/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 6/23/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Online Bids:

- Design Home Builders, Inc. - 803 Massachusetts Av.BID.pdf
- David H Griffin Enterprises, LLC - Scan0178.pdf

Additions:

Addition 1: In Review

Posted: 6/23/2020

Description:
Contract Award to be considered at 07/16/2020 BCC meeting

Documents:

- Bid Tab SHIP Rehab A. Stallworth.pdf

Need help? Contact our Government Support Team at 844-247-4220 (toll-free) or email: buyersupport@vendorregistry.com

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EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 06/22/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-15
Solicitation Name: NED SHIP Housing Repair for 803 Massachusetts Avenue

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders Inc	$33,620.00	N/A	N/A	$33,620.00
David Griffin H. Enterprises LLC	$39,500.00	N/A	N/A	$39,500.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Sean Webster, NED

Neighborhood Enterprise Division recommends to the BOCC to award a contract to Design Home Builders Inc for the base bid of $33,620.00

Status: Under Review
BCC Meeting Date: 07/16/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between _Angelina Stallworth___ (hereinafter referred to as "Owner"), and __Design Homebuilders, Inc._____ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") for the purpose of implementing a State Housing Initiatives Partnership ("SHIP") Program Project.

W I T N E S S E T H:

WHEREAS, the County has been awarded State Housing Initiatives Partnership ("SHIP") Program Grant, CSFA #40.901, which provides for the development, establishment and administration of projects to meet the unmet housing needs of low and moderate income citizens of Escambia County; and

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _803 Massachusetts Avenue, Pensacola, FL 32505__ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to

pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $ 33,620.00 [comprised of $30,000 in SHIP funds and $3620 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most

current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a “punch list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the performance or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the

Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by

organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Contract Documents. Contractor shall maintain at the Project site one copy of all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County. Said documents shall be maintained in good order and annotated to show all changes made during the course of the Project.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys

and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. <u>Termination.</u>

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then

Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall

be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. **Indemnification.** To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither Contractor nor Owner shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one (1) calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Pursuant to §489.1425 (1), Florida Statute, regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399-2215
(850) 487-1395

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration and Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary to perform the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor or Owner without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Angelina Stallworth	Design Homebuilders, Inc
Neighborhood Enterprise Division	803 Massachusetts Ave	2340 Bluffs Circle
221 Palafox Place, Suite 200	Pensacola, FL 32505	Pensacola, FL 32503
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Design Homebuilders 2460 Bluffs Drive Pensacola, FL 32503	**Name, Address, City, State, Zip:** Angelina Stallworth 803 Massachusetts Ave Pensacola, FL 32505
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 06/22/20	**Date of Acceptance:** 07/16/20

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-30-2020

EXHIBIT A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Angelina Stallworth	**JOB #:**	NED-S-R-2020-15
ADDRESS:	803 Massachusetts Avenue	**DATE PREPARED:**	05-21-2020
	Pensacola, Fl 32505	**OPENING DATE:**	06-05-2020
PHONE:	850-449-1008	**CLOSING DATE:**	06-19-2020
		CLOSING TIME:	12:00 noon

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

_____ CONTRACTOR'S SIGNATURE

_____ TITLE

_____ FIRM

_____ FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____ BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: ROOF, DOOR, ELECTRICAL SIDING

All measurements are for reference only and should be confirmed by the bidder

Mandatory on Site Pre-Bid Conference: Friday, June 12, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.
The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.
Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.
All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.
The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.
The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once 50% of the work is completed as determined by the itemized costs for the job.
The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner’s Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor’s Final Affidavit
- Original Invoice from Contractor
- Surety’s Consent to Final Payment if applicable

COMPLETION DATE

There is a THIRTY (30) day time limit on this rehabilitation job. For every day worked in excess of the THIRTY (30) day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and Additional Insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

SHIP Housing Repair Program Specifications
Angelina Stallworth
803 Massachusetts Avenue
Pensacola, FL 32505
PAGE 1

GENERAL:
▪ There is no Federal Funding on this project.
- The Homeowner will have the following sample choices, **where applicable:**
- Roof Color 1 choice

ROOF REPLACEMENT:
Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 228 Square feet.).
Fasten and certify decking attachment as per Escambia County Building Code.
Replace deteriorated rafters, approximately 60 lineal foot.
Install 30 year shingle roof on roof areas with a 3/12 pitch or better as per manufacturer's specifications with secondary water barrier as per Escambia County Building Code.
Install self-adhering granulated modified bitumen roll roofing on low pitch areas with manufacturers recommended secondary water barrier as per manufacturer specifications.
Replace existing drip edge with new metal drip edge.
Install new slant-back vents.
Replace all boots with new lead or EPDM and metal boots.
Trim trees over hanging roof to clear roof by approximately 10'.
Remove tree trimming debris from premises.
Replace 22 lineal feet of seamless gutter on rear elevation with leaf guard using existing down pipe.

STORAGE ROOM:
Install drywall on ceiling and finish to paint.

DOORS:
Replace front entry door unit with metal clad hurricane rated insulated 6 panel colonial door unit with threshold, weather stripping, peep hole and trim.
Install new storm door at front entrance matching existing as close as possible with like, kind and quality.
Replace out swing door unit on storage room with metal clad hurricane rated insulated 6 panel colonial door unit with threshold, on rot jambs, weather stripping and trim.
Install new dead bolt and lock sets that are keyed alike on all new exterior door units.
Paint new door units inside and out to match existing as close as possible.
Rescreen patio door with like, kind and quality of screening material.

FRONT ELEVATION:
Replace board and batten siding at front entry, including associated trim.
Prep, prime and paint front entry to match existing as close as possible.

ELECTRICAL:

Remove existing electrical wiring and metal boxes. Re-wire total house as required to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.

A new meter base/power pack and riser may be required. A new breaker panel will be required.

Install disconnects at equipment and appliances where required by Escambia County Code.

All smoke detectors shall be hardwired with battery back-up as required per Escambia County Code.

All receptacles, switches and cover plates shall be new devices.

All existing and new appliances will have new pigtails installed to match new receptacles.

Unit shall have 2 exterior receptacles, one on front and one on the back, consult homeowner for location.

Lighting Schedule:

Living room and bedrooms, Hampton Bay Glendale ceiling fan model AM212ORB.

Kitchen, Lithonia Lighting model FMFL30840SATLBZ.

Storage, Hampton Bay FZP8012A.

Entry, Hampton Bay FZP8012A.

Hallways, Hampton Bay model FZP8012A/ORB.

Bathrooms, Volume Lighting model V1124-79. Tub room, FZP8012A.

Exterior entry, Newport Coastal model 7974-01B and Hampton Bay WB0325.

In each light fixture install 60-watt equivalent led light bulbs.

Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where there are existing fans. If there aren't any existing fans, the above-mentioned blocking and switches are to be installed in all bedrooms and living room.

Install a new doorbell with a new button at front door.

PLUMBING:

Install 2 new Delta vanity sink faucets with pop up drain model 520-SSMPU-DST or equivalent.

Install 1 new Delta shower/tub faucet with valve model T13420-SS or equivalent.

Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.

Install new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new seat in downstairs bath.

Install a new double bowl stainless steel sink with minimum 7" deep bowls.

Install new all metal Stainless steel sink baskets with strainers, detach and reset disposal.

Install all new ¼ turn brass valves on new fixtures as required per Escambia County Code.

Install all new drain assemblies from fixtures to waste.

Install new braided supply lines to toilet, vanities and kitchen sink.

INTERIOR WALLS:
Repair all surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18152 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant CARES Act Funding
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant CARES Act Funding - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant CARES Act Funding:

A. Approve the Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant (CDBG) CARES Act Funding, in order to receive $872,881 in funding;

B. Approve the general activities of public service; small business assistance; rent, mortgage, and utility assistance; and administration; and

C. Authorize the County Administrator to sign the Amendment and other necessary documents to implement and receive the Grant funding.

[Funding: Fund 129/CDBG-CV, Cost Center 370238]

BACKGROUND:

As part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress, the County will receive an allocation of $872,881 in Community Development Block Grant CARES Act (CDBG-CV) funds from HUD. In accordance with HUD regulations and applicable waivers issued under the CARES Act, an Amendment to the 2019 Annual Action Plan will be submitted to

HUD.

These funds will be used to address a wide variety of public health and service activities to prevent, prepare for, and respond to COVID-19. CDBG funds must be utilized for activities that target low and moderate-income households. A summary of proposed activities to be funded with CDBG-CV funds is provided below:

BUDGET CATEGORY	DEFINITION / REASONING	PROJECT COST
Public Service Activities	**Funds to organizations assisting low/moderate income households prepare, prevent, or respond to COVID-19 (i.e., Food Pantries, Meal Programs, Health Services, Homeless Services, Housing Counseling, Senior Services, Legal Services)**	**$350,000**
Small Business Assistance	**Funds to create or retain jobs for low/moderate income employees or businesses affected by COVID-19**	**$100,000**
Rent, Mortgage, and Utility Assistance	**Short Term Rent, Mortgage, and Utility Assistance for Households at or below 80% Area Median Income affected by COVID-19**	**$250,000**
Administration/Operating Assistance	**Administration/Operating Costs to implement the grant**	**$172,881**
TOTAL		**$872,881**

BUDGETARY IMPACT:

The Grant Application is for a total of $872,881. All funds allocated under the CDBG-CV program cover eligible expenses at 100%, with no matching requirement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will coordinate submission of Grant Application documents to HUD.

Attachments

CDBG-CV Amendment

PUBLIC NOTICE
AMENDMENT TO 2019 HUD ANNUAL ACTION PLAN

In accordance with 24 CFR 91.105(c)(2) of the federal regulations relative to citizen participation for Community Planning and Development Programs and applicable waivers made available in relation to these requirements through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Escambia County is making an amendment to the 2019 Annual Action Plan available to the public through this notice. This amendment is available for public review and comment through July 15, 2020.

This amendment will allow Escambia County to receive and administer a special allocation from the U.S. Department of Housing and Urban Development to be used to prevent, prepare for, and respond to COVID-19. This allocation authorized by the CARES Act includes $872,881 in Community Development Block Grant (CDBG-CV) funds.

Activities funded by CDBG-CV funds must contribute to the goals and objectives of the Escambia Consortium Consolidated Plan and meet all applicable federal requirements, including utilization for activities that target low and moderate income households. These funds will be used to address a wide variety of public health and service activities to prevent, prepare for and respond to COVID-19.

A summary of the proposed activities to be funded with this allocation of funding is as follows:

CDBG-CV

Public Service Activities	$350,000
Subsistence Payments (Rent, Mortgage, & Utility Assistance)	$250,000
Small Business Assistance	$100,000
Program Administration	$172,881

As part of this amendment, the Escambia Consortium has revised the Consolidated Plan's Citizen Participation Plan to include a minimum 5-day comment period as well as make other changes.

This Amendment is available for public review and comment through Wednesday, July 15. Citizens wishing to submit written comments during the public review and comment period may e-mail them to mareeves@myescambia.com or mail them to Escambia County CDBG Program, C/O Neighborhood Enterprise Division, attn: Meredith Reeves, 221 Palafox Place, Suite 200, Pensacola, Florida 32502.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18203 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Interlocal Cost-Sharing Agreement for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Cost-Sharing Agreement for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project:

A. Approve the Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project; and

B. Authorize the Chairman or Vice Chairman to sign the Agreement.

Vendor/Contractor	Funding	Amount	Contract Number
TBD	Fund 352/LOST III, NESD/CRA; Fund 129/2019 CDBG, Cost Center 370234; Fund 129/2018 CDBG, Cost Center 370232; and ECUA	$900,000 $474,080 $27,725 $660,000	TBD

BACKGROUND:

The Board approved an Interlocal Cost Sharing Agreement with ECUA at the April 2, 2020 Board meeting. The Agreement has been updated and revised for ECUA to provide $660,000 in funding in lieu of the original $502,892.18 committed. County funding for the project will cost from LOST III and HUD Community Development Block Grant (CDBG) funding. Approval of this Agreement will allow staff to move forward with putting this project out to bid.

The Neighborhood & Human Services Department, in coordination with ECUA and Escambia County Engineering, has completed the design phase of the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project to provide sewer, sidewalks, and drainage improvements along Lee Street from Kirk Street to "W" Street, as well as from West Brainerd on Shoemaker. Approximately 3010 linear feet of sidewalks will be added. After bids are received, percentages may be adjusted as needed to reflect actual bid costs instead of estimated construction costs.

BUDGETARY IMPACT:

ECUA will reimburse the County for potable water and general construction costs incurred and invoiced, as outlined in the Contract, up to $660,000. County funds are available in Fund 352/LOST III, NESD/CRA and Fund 129/2018 and 2019 CDBG.

Vendor/Contractor	Funding	Amount	Contract Number
TBD	Fund 352/LOST III, NESD/CRA; Fund 129/2019 CDBG, Cost Center 370234; Fund 129/2018 CDBG, Cost Center 370232; and ECUA	$900,000 $474,080 $27,725 $660,000	TBD

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Stephen West, Senior Assistant County Attorney, and is subject to final review and approval pending ECUA legal approval.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, implementation of the project will be a coordinated effort between ECUA, Neighborhood & Human Services Department, and Escambia County Engineering. Specifications will be provided to Purchasing to put out for solicitation.

Attachments

Lee Street Interlocal Cost Sharing Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL COST-SHARING AGREEMENT
(Lee Street Sidewalks, Drainage, and Sanitary Sewer Project)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2020, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, of the State of Florida (hereinafter "ECUA") (collectively the "Parties"), is as follows:

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners of Escambia County and ECUA are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides water and wastewater services in certain defined areas in Escambia County, Florida; and

WHEREAS, the County is responsible for stormwater drainage, sidewalks, and roadway facilities in the unincorporated portions of Escambia County, Florida; and

WHEREAS, the County's Neighborhood and Human Services Department approached ECUA to consider sewer expansion in the Brownsville area, in the Lee Street corridor, as that area is a Community Redevelopment Area which presently lacks sewer service and is suffering from failing septic systems and is a U.S. Department of Housing and Urban Development (HUD) eligible low/moderate income area; and

WHEREAS, ECUA has identified a need to install a sanitary sewer expansion project to take place in certain portions of the Lee Street area of Escambia County, Florida; and

WHEREAS, the County has identified a need for drainage and roadway improvements in certain portions of the Lee Street area of Escambia County, Florida; and

WHEREAS, ECUA and the County have both budgeted funds to implement the construction of the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project (hereinafter "the Project"); and

WHEREAS, the Parties recognize that two construction projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sewer expansion, roadway, and drainage improvements were addressed

simultaneously; and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the County include construction improvements for sewer expansion within the project scope for the construction of the drainage and roadway improvements of the Project; and

WHEREAS, the County agreed to this request; and

WHEREAS, the County has allocated HUD Community Development Block Grant (CDBG) funding to implement the Project; and

WHEREAS, the installation of sanitary sewer, roadway improvements, and stormwater infrastructure are grant eligible expenditures; and

WHEREAS, upon completion of the design, the County intends to bid and award applicable construction contract(s) to install said sanitary sewer, roadway, and drainage improvements in compliance with the Code of Ordinances of Escambia County, FL1999, Chapter 46, Finance, Article II, Division 3, sections 87-90, Purchases and Contracts, when construction funds have been identified by both parties; and

WHEREAS, the Parties desire to enter into this Interlocal Cost Sharing Agreement for the Project;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract. In return for the promises contained herein, the County will enter into contract/s to construct the sewer expansion improvements and the drainage/roadway improvements for the Project that will serve both Parties. The County will also administer the contract(s), with input and guidance from ECUA.

3. Cost Sharing. The County will pay all costs associated with the construction of the Project. However, starting with the issuance of the notice to proceed to the awarded contractor(s) and after the County has covered costs associated with the first **$660,000** of construction cost attributed to ECUA, ECUA shall reimburse the County (a) one hundred percent (100%) of the associated costs incurred as part of the potable water improvement aspects of the project and (b) 50 percent (50%) of the associated costs incurred as part of the sanitary sewer improvements aspects of the project. All such reimbursements from ECUA shall be paid within

thirty (30) days of ECUA's receipt of such invoices from the County for completed work. Based upon the Parties present estimate of total project costs, the ECUA's reimbursement to the County, pursuant to this paragraph, for expenditures on the Project shall not exceed **$660,000.00** ($200,353 in potable water improvements and $459,647 in sanitary sewer improvements) absent further action by the ECUA Board.

4. Change Orders. The Parties, however, acknowledge that there may be Change Orders requiring cost adjustments in the event certain unforeseen conditions arise. The County Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or subsequent contractor(s) regarding the drainage, roadway, water main, and sanitary sewer improvements, but in no event shall the ECUA's reimbursement obligation exceed the total sum of **$660,000**, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, email, or mail, to the representatives named below, at the address below:

b. Name and contact information of the County's project manager:

Thomas "TJ" Williams, Utility Coordinator Project Manager
Escambia County Engineering Division of Public Works
3363 W. Park Place
Pensacola, FL 32526
Telephone: (850) 595-3417
Email: tjwilliams@myescambia.com

c. Name and contact information of ECUA's project manager:

Keith Fell, P.E., Manager of Engineer Projects
9300 Sturtevant St
Pensacola, FL 32514
Telephone: (850) 969-6653
Email: keith.fell@ecua.fl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in subparagraph 5 (a) above.

6. Plan Review and Inspection. Both parties shall inspect all improvements contemplated under this Agreement at any time during the construction process. ECUA shall provide a full-time inspector and validate acceptance of said work within two weeks of installation. Both parties shall be in agreement prior to acceptance and sign-off of any work associated with the project.

7. Documentation of Work. The County agrees to fully document completion of all said work associated with this project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, as-built drawings and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The Parties agree that all drainage and roadway system improvements resulting from the work under this Agreement shall become the property of the County after the satisfactory completion of said documentation and improvements. The Parties further agree that all water and wastewater improvements resulting from the work under this agreement shall become the property of ECUA after the satisfactory completion of said documentation and improvements. Thereafter, the County shall become responsible for maintaining, operating, and protecting said roadway and drainage improvements, and ECUA shall become responsible for maintaining, operating, and protecting said water and wastewater improvements.

9. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

10. Term of Agreement. This Agreement shall terminate upon the completion of the work contemplated under this Agreement and ECUA's having reimbursed the County for all costs for which it is responsible under paragraph 3 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default on the contract and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give the first Party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end

of that time period, then the first Party may terminate this Agreement for cause. Specifically, the County agrees to:

a. Keep and maintain public records required by ECUA to perform services under this Agreement.

b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if the County does not transfer the records to ECUA.

d. Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of the County or keep and maintain public records required by ECUA to perform the services under this Agreement. If the County transfers all public records to ECUA upon completion of the Agreement, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the Agreement, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

17. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

21. Attachments:

a. All attachments to this Agreement are incorporated as if fully set forth herein.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the languages of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement shall incorporate the following attachments:

Exhibit A - Schedule-Timeline for the Lee Street Sidewalks. Drainage, and Sanitary Sewer Project

Exhibit B- Probable Cost Opinion

22. Annual Appropriation. Nothing contained here in shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the County or any

other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized BOARD

By:_____
Lois Benson, Chairman

ATTEST:

Date:_____

By:_____
Secretary

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By:_____
Title: Asst. County Attorney
Date: June 26, 2020

Exhibit A

Timeline for Lee Street Drainage & Sanitary Sewer Project

Milestone Schedule of Work:		
Approval of Costs Sharing Agreement ECUA & BCC	2	Months
Advertise, Bidding, and Award Process	3	Months
Construction	12	Months
Weather Delays	2	Months
Final Inspection/Closeout	2	Months
Total Agreement Time Frame	21	Months

Exhibit B

LEE STREET SIDEWALKS, DRAINAGE, AND SANITARY PROJECT
PD 18-19.016
OPINION OF PROBABLE COST
October 21, 2019

FINAL CONSTRUCTION PLANS (FOR BIDDING)

NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Stormwater Pollution Prevention (Includes installation, replacement, acquiring NOI and Adhering to Permit)	LS	1	$5,000.00	$5,000.00
2	Mobilization	LS	1	$50,000.00	$50,000.00
3	Dewatering	LS	1	$150,000.00	$150,000.00
4	Maintenance of Traffic (Including Plan, Approved Layout, and Installation)	LS	1	$40,000.00	$40,000.00
5	Asphalt Roadway Remove/Demolish	SY	8,528	$4.50	$38,376.00
6	2" Asphalt Surface Course	SY	8,490	$12.00	$101,880.00
7	3" Asphalt Surface Course (W Street Only)	SY	330	$15.00	$4,950.00
8	6" GAB	SY	8,490	$16.50	$140,085.00
9	10" GAB	SY	330	$23.00	$7,590.00
10	12" Stabilized Subgrade	SY	8,820	$5.00	$44,100.00
11	Asphalt Roadway Mill and Overlay Only (2")	SY	1,570	$9.00	$14,130.00
12	Cut and Patch Asphalt Driveway	SY	19	$60.00	$1,140.00
13	Cut and Patch Concrete Driveway	SY	13	$60.00	$780.00
14	Cut and Patch Gravel Driveway	SY	35	$30.00	$1,050.00
15	Cut and Patch Concrete Sidewalk	SY	56	$50.00	$2,800.00
16	Remove and Replace FDOT Type F Curb	LF	20	$50.00	$1,000.00
17	Remove and Replace Asphalt Valley Gutter	LS	1	$2,500.00	$2,500.00
18	Centipede Sod	SY	5,004	$3.38	$16,913.52
19	By-Pass Pumping	LS	1	$8,500.00	$8,500.00
20	Trench Safety and Shoring	LS	1	$50,000.00	$50,000.00
21	Remove and Replace Unsuitable Material	CY	5,000	$25.00	$125,000.00
22	12" Sanitary Sewer (0-6' Deep)	LF	270	$60.00	$16,200.00
23	12" Sanitary Sewer (6-8' Deep)	LF	180	$65.00	$11,700.00
24	12" Sanitary Sewer (8-10' Deep)	LF	220	$70.00	$15,400.00
25	12" Sanitary Sewer (10-12' Deep)	LF	370	$75.00	$27,750.00
26	12" Sanitary Sewer (12-14' Deep)	LF	230	$90.00	$20,700.00
27	15" Sanitary Sewer (10-12' Deep)	LF	200	$85.00	$17,000.00
28	15" Sanitary Sewer (12-14' Deep)	LF	1,135	$95.00	$107,825.00
29	15" Sanitary Sewer (>14' Deep)	LF	1,180	$105.00	$123,900.00
30	Manholes (0-6' Deep)	EA	1	$7,000.00	$7,000.00
31	Manholes (6-8' Deep)	EA	1	$7,500.00	$7,500.00
32	Manholes (10-12' Deep)	EA	1	$10,000.00	$10,000.00
33	Manholes (12-14' Deep)	EA	5	$11,000.00	$55,000.00
34	Manholes (>14' Deep)	EA	6	$12,500.00	$75,000.00
35	24" Welded Steel Casing (Trenched in Place Across W Street) Including Casing Spacers and End Seals	LF	100	$150.00	$15,000.00
36	4" Sanitary Sewer Laterals	EA	80	$2,500.00	$200,000.00
37	4" Sanitary Sewer Lateral Renewals	EA	3	$2,500.00	$7,500.00
38	6" Sanitary Sewer Lateral Renewals	EA	1	$2,750.00	$2,750.00
39	Connect to Existing Manhole (Complete to Include Removal and Reshaping of Existing Invert)	LS	1	$3,000.00	$3,000.00
40	Plug Existing 8" Sanitary Sewer in Existing Manhole	EA	2	$500.00	$1,000.00
41	Abandon Existing Sanitary Sewer w/ Flowable Fill	LF	230	$45.00	$10,350.00

42	Abandon Existing Water Main in Place (Complete any size, including abandoning valves, hydrants, services, draining, capping, etc.)	LS	1	$2,000.00	$2,000.00
43	6" PVC Water Line	LF	270	$22.00	$5,940.00
44	6" DIP Water Line	LF	145	$40.00	$5,800.00
45	4" PVC Water Line	LF	1,565	$20.00	$31,300.00
46	4" DIP Waterline	LF	276	$30.00	$8,280.00
47	12" HDPE Casing Including Casing Spacers and End Seals	LF	60	$135.00	$8,100.00
48	2" PVC Water Line	LF	10	$15.00	$150.00
49	2" DIP Waterline	LF	30	$20.00	$600.00
50	14" Welded Steel Casing (Trenched in Place Across W Street) Including Casing Spacers and End Seals	LF	135	$200.00	$27,000.00
51	6" x 6" x 6" MJ Tee	EA	3	$500.00	$1,500.00
52	6" x 6" x 4" MJ Tee	EA	2	$475.00	$950.00
53	6" x 4" MJ Reducer	EA	3	$400.00	$1,200.00
54	6" Gate Valve and Box	EA	3	$1,100.00	$3,300.00
55	4" x 4" x 4" x 4" MJ Cross	EA	3	$450.00	$1,350.00
56	4" Gate Valve and Box	EA	9	$1,000.00	$9,000.00
57	6" MJ 45° Bends	EA	6	$400.00	$2,400.00
58	4" MJ 45° Bends	EA	2	$350.00	$700.00
59	2" MJ 45° Bends	EA	4	$200.00	$800.00
60	4" x 2" MJ Tap Plug	EA	5	$250.00	$1,250.00
61	4" MJ Plug	EA	1	$200.00	$200.00
62	4" x 2" Service Tap Complete (Including Corp Stop and Saddle)	EA	1	$500.00	$500.00
63	12" x 6" Wet Tap with Tapping Gate Valve and Box	EA	1	$4,000.00	$4,000.00
64	6" x 4" Wet Tap with Tapping Gate Valve and Box	EA	1	$3,500.00	$3,500.00
65	Water Service Transfer Complete (Same)	EA	16	$500.00	$8,000.00
66	Water Service Transfer Complete (Opposite)	EA	18	$750.00	$13,500.00
67	Special Services for 2617 and 2621 Lee Street (Sheet 16)	EA	2	$1,000.00	$2,000.00
68	6" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.)	EA	5	$2,500.00	$12,500.00
69	4" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.)	EA	2	$2,200.00	$4,400.00
70	2" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.)	EA	6	$1,500.00	$9,000.00
71	Cut, Cap, Restrain, Drain, and Remove 6" CIP (Approximately 80 LF) Complete Per Sheet 10	LS	1	$2,500.00	$2,500.00
72	Cut, Cap, Restrain, Drain, and Remove 4" PVC (Approximately 70 LF) Complete Per Sheet 15	LS	1	$2,500.00	$2,500.00
73	Clearing and Grubbing (Including All Tree Removal and Driveway Removal)	SY	5,179	$3.22	$16,676.38
74	Establish Grade	SY	5,179	$2.53	$13,102.87
75	4" Concrete Driveway	SY	570	$37.67	$21,471.90
76	4" Sand Clay Base for Concrete Driveways	SY	570	$9.65	$5,500.50
77	Type F Curb and Gutter	LF	139	$17.82	$2,476.98
78	5' Wide Concrete Sidewalk	LF	2915	$21.74	$63,372.10
79	6' Wide Concrete Sidewalk	LF	367	$24.00	$8,808.00
80	Curb Ramp (Includes Warning Stamp)	EA	21	$874.62	$18,367.02
81	Ditch Bottom Inlet, Type C, 0'-6' depth	EA	1	$2,500.00	$2,500.00
82	Dog House Manhole, 0-6ft depth	EA	1	$3,000.00	$3,000.00
83	Storm Manhole 0' to 6' depth	EA	1	$2,500.00	$2,500.00
84	18" RCP Pipe, 0'-6' depth	LF	238	$38.00	$9,044.00
85	Water Meter Adjustment (If Necessary)	EA	10	$401.27	$4,012.70
86	Relocate Existing Traffic Sign	EA	6	$42.92	$257.52
87	Relocate existing standard mailboxes	EA	2	$199.23	$398.46
88	Relocate Existing Bushes	EA	9	$37.47	$337.23
89	Replace Standard Mailbox with Approved Heavy Duty Plastic Mailbox w/Rear Door and Post	EA	47	$405.00	$19,035.00
90	Crosswalk Striping	LS	1	$8,000.00	$8,000.00
		SUBTOTAL			**$1,913,450.18**
		15% CONTINGENCY			**$287,017.53**
		GRAND TOTAL			**$2,200,467.71**

Generally applies to more than one section
Sanitary Sewer Related
Potable Water Related
Sidewalk Related

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18144 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Approve the purchase of Siteimprove ADA Compliance Software-as-a-service
From: KARIN BARKLEY, Director's Aide
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to purchase Siteimprove ADA Compliance Software-as-a-Service - William Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Siteimprove, Inc., per the terms and conditions of the provided quote # 89158, in the amount of $9,750; and

B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of Siteimprove Software as a service subscription for the Information Technology Department of Escambia County, Florida, to Siteimprove, Inc., in the amount of $9,750, according to the specifications outlined in the attached Quote # 89158.

Vendor/Contractor	Funding	Amount	Contract Number
Siteimprove, Inc.	Fund 001, Cost Center 270102, Object Code 54601, Project Number	$9,750	Agreement # 89158

This is for use by Escambia County in its daily operations.

BACKGROUND:

Siteimprove is a web governance platform that will aid the County in its effort to provide ADA compliant content on its hosted websites such as MyEscambia.com, MyWFPL.com, and GoECAT.com. It includes tools for bulk scanning of web pages and PDF documents for ADA compliance issues as well as other web governance areas such as broken links and grammar. The platform also provides courseware that can help our staff better understand the challenges of creating ADA compliant content. County websites have a very large amount of content and they are only getting bigger with each passing year. Keeping all of this content ADA compliant and error-free is a major challenge. Siteimprove will provide a strong foundation for meeting that challenge and will scale up as the needs of the County grow.

Analysis

In the analysis of ADA and web governance solutions for websites, two solutions were found that were very robust, widely supported and cost effective: Siteimprove and Monsido. Both have support for web page scanning as well as PDF scanning. Both support the same model for web page scanning - you pay for a certain number of pages to be scanned every X number of days. Siteimprove's schedule is every five days. Monsido's schedule is every 7 days. Their PDF scanning models are very different, though.

Siteimprove PDF scanning pricing model

Siteimprove's PDF scanning pricing model is the same as their web page pricing model. You pay for a certain number of PDFs to be scanned and you can schedule those PDFs to be scanned every 5 days. With our quote of 500 PDFs, that amounts to 36,500 PDF scans a year for **$9,700**.

Monsido PDF scanning pricing model

Monsido's plan includes a set number of PDF scans that can be performed for the entire year. Once you hit your scan limit, you are required to purchase more credits in order to perform more scans. With their model, 36,500 PDF scans would cost roughly **$11,000**, not including the pricing for the web page scanning.

Why Siteimprove over Monsido?

Siteimprove has been around much longer than Monsido and is a very mature platform with a large user base. They are a company of approximately 460 employees serving customers around the world. Monsido is a smaller company with only 11 employees listed in their corporate listing. They do offer a very polished product and have been growing their userbase very quickly. Their models for web page scanning are nearly identical but their PDF scanning model is much more limiting and not very cost effective when you get into large volume scanning on a regular schedule. Monsido's product is better suited for environments that do not include a large number of PDFs. Siteimprove offers integration with our CMS, Sitefinity. Siteimprove also offers visual aids for PDF scanning that Monsido doesn't - these aids show users where the problems are in their PDFs and how to

fix them. Siteimprove also offers an online academy where users can take various courses on supporting ADA accessibility requirements. These features, along with support for bulk PDF scans on a regular basis, more than justify the decision to choose Siteimprove over Monsido.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Siteimprove, Inc.	Fund 001, Cost Center 270102, Object Code 54601, Project Number	$9,750	Agreement # 89158

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Agreement.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Information Technology will work with Siteimprov staff to implement this product into our environment.

Attachments

Agreement

89158

Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("**Agreement**") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Minneapolis, MN 55439, and its Affiliates (defined below) (collectively, "**Siteimprove**") and **Escambia County** ("**Customer**" / "**you**" / "**your**") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before July 30, 2020. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("**Included Services**"):

Product Bundle: **Government & Non-Profit Complete**

Included Services	**Limits (the "Limits")***
Quality Assurance Crawls website and identifies quality issues.	5,000 Pages
Policy Allows Customer to set website parameters to ensure consistency in content.	
Accessibility Checks website against selected WCAG 2.1 accessibility standards and WAI-ARIA techniques.	
SEO Details technical and content-related issues affecting search engine rankings and traffic to the website.	
Priority Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.	
PDF Scanning	500 PDFs
Response Monitors website's availability and performance.	3 Response Check Points
Usability Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.	10 Maps
Premium Support Plan	

* The Limits consist of the following and their applicable definitions:

Pages: A Page is an electronic document created with HTML and accessible with a browser.

Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at http://my.siteimprove.com. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Academy Plus

Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "Course"). The Included Services also include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in **Exhibit A**.
- Websites can be added to the Included Services, subject to the approval of Siteimprove. Additional URLs may subject you to additional charges, which will be documented in a mutually-agreed change order.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.
- By default, Siteimprove servers crawl Customer's website every 5 days. This is subject to Customer's crawl frequency preference.

Term

The first date for this Agreement (the "**Effective Date**") is the date of your signature below. This Agreement will remain in force for a period of 1 year following the Effective Date (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "**Renewal Term**") until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **$9,750** (the "**Fee**").

Invoices & Payments

All invoices are sent to the email address listed in the Customer Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- On the date of your signature below, you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee...

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (**Exhibit B**).

89158

Customer Information (Required)

You may be subject to sales tax (or equivalent). Sales tax is determined based on the below-entered service location. Sales tax is not included in the Fee.

Service Address (Must be a physical address. The Service Address cannot be a PO Box)

Name:

William Bart Siders

Address:

221 Palafox Place, Suite 210

Pensacola, Florida 32502

Email:

WSiders@myescambia.com

Phone:

(850) 595-1678

Billing Address (only complete if different from Service Address)

Name:

Address:

Email:

Phone:

89158

Customer Information

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

☐ Yes, please attach exemption form.

☐ No.

Is a Purchase Order Number ("PO") required?

☐ Yes, please provide Purchase Order Number: _____

☐ No

If a PO is required, will you be providing a new PO for each invoice?

☐ Yes

☐ No, the provided PO number can be used for the initial invoice and all subsequent invoices

Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.	**Escambia County**
Signature	Signature
Name	Janice P. Gilley, County Administrator Name
Date	Date

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-07-2020

Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- myescambia.com/
- mywfpl.com/
- goecat.com/
- escambiavotes.com/

Exhibit B: Terms and Conditions

1. **DEFINITIONS**

a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "**Affiliate**" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. "**Confidential Information**" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: information or materials that qualify as a trade secret as that term is defined in Section 812.081, Florida Statutes, or is otherwise exempt from disclosure requirements of Section 119.071(1), Florida Statutes, and Section 24(a), Article I, of the Florida State Constitution. Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; (e) is approved by the disclosing party for release by the receiving party; (f) or is subject to disclosure pursuant to Ch. 119, Florida Stat.

2. **INVOICES; PAYMENTS; PAST-DUE INVOICES; RENEWALS**

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. The Fee during any Renewal Term will be increased by 3% above the Fee in the immediately prior term. Customer will pay all invoices within 45 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).Notwithstanding anything herein to the contrary, payments and interest on any late payment shall be governed by and construed in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes.

3. **TERMINATION**

a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

b. For Convenience. During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other

party at least 90-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

4. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. Support. Siteimprove will provide support to the Customer pursuant to the agreed plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. Operational Data. The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

f. Development Site. The Included Services may be used on a temporary staging environment, which hosts web content prior to the launch of Customer's new website (a "**Development Site**") for up to one (1) year at no additional charge ("**Complimentary Scanning**"). Customer's live website must be included in Customer's subscription, and the Limits applicable to a Development Site must not exceed the Limits of the mirrored live site. Customer's permanent testing environments which remain active post-launch for ongoing testing and maintenance purposes are not eligible for Complimentary Scanning. To add a Development Site, Customer must either: (i) add the Development Site via the Siteimprove platform; or (ii) submit a ticket through the Siteimprove Help Center (https://support.siteimprove.com).

5. REPRESENTATIONS AND WARRANTIES

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform

substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered; and (v) it is aware that the Included Services are designed and developed to handle information that can be viewed on a public website and acknowledges that any data scanned through the Included Services on a Development Site will be processed and stored by Siteimprove just as data scanned on a public website.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("**Force Majeure Events**"). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

7. LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized

use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. **ASSIGNABILITY**
This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. **NOTICES**
Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Customer Information Section. Notice to Siteimprove should be sent to:
Siteimprove, Inc.
Attn: Legal Department
7807 Creekridge Circle
Minneapolis, MN 55439
With a copy to:
legal@siteimprove.com

11. **GOVERNING LAW**
This Agreement will be governed by and construed in accordance with the laws of Florida and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Florida will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

12. **NO WAIVER**
The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

13. **RESERVED**.

14. **COUNTERPARTS**
The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

15. **SEVERABILITY**
Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

16. **ENTIRE AGREEMENT**
This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

Exhibit C - Premium Support Plan

1. SCOPE OF SERVICES. Siteimprove provides Premium support as set forth in this Premium Support Plan.

2. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

3. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our Help Center (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

3.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Day. "**Business Days**" are defined as the days on which Customer's regional support center is open for business (see Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (setup of ten events)
- Custom setup of internal search tracking
- Setup of Development website crawls
- Set up of non-public website (excluding development sites and subject to additional terms and conditions)
- Set up of custom advanced policies

3.2 SEVERITY LEVELS. When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC	MINOR	MAJOR	CRITICAL
• Minor problem not impacting service functionality • Feature requests or missing or erroneous documentation • Question/ information request that does not affect delivery of service	• Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists • The problem is with a non-critical feature or functionality	• Service is operational but performance is highly degraded to the point of major impact on usage • Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion • Access to a particular third-party application or service provider deemed noncritical is impacted	• Service is down or unavailable • Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact • Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response • Data is corrupted or lost and must be restored from backup • Any critical error encountered will be worked on by Siteimprove during

4. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
  Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC
  excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve
- EMEA Support Center - Copenhagen, Denmark
  Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC
  excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia
  Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC
  excluding New South Wales national and regional public holidays

5. SYSTEM AVAILABILITY.

5.1 STANDARD. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time ("**System Availability**"). System Availability is calculated as:

$$\frac{[\textit{Total number of minutes in a calendar month}] - ([\textit{Scheduled Downtime}] + [\textit{Unscheduled Outage Time}])}{[\textit{Total number of minutes in a calendar month}] - [\textit{Scheduled Downtime}]} \times 100\%$$

Scheduled Downtime is defined in Section 8. "Unscheduled Outage Time" is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 5.3 (Exceptions).

5.2 MONITORING AND MANAGEMENT. Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at http://status.siteimprove.com/ (https://support.siteimprove.com/); (c) resolve the outage or, if determined to be an internet provider problem, open a ticket with the internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 5.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.

5.3 EXCEPTIONS. No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer's misuse of the Included Services; (ii) failures of Customer's internet connectivity; (iii) Customer's failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

6. SYSTEM RESPONSE RATE. Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("**Response Rate**"). The Response Rate will be measured from the time the inquiry is received by the Included Services to

the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove's choosing and reporting is available upon written request.

7. LIABILITIES. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("**Service Credit**"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer's Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer's sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

8. SCHEDULED DOWNTIME. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the included Services ("**Scheduled Downtime**") as long as Customer has signed up for the alerts at http://status.siteimprove.com (https://support.siteimprove.com/).

9. MAINTENANCE OF INCLUDED SERVICES. Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

10. TERM. This Premium Support plan remains in force for as long as Customer continues to pay Siteimprove for the Premium Support. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18150 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Approve the purchase of a Dell EMC XC740xdENT for ESXI running Nutanix OS
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a Dell EMC XC740xdENT for ESXI Running Nutanix OS - William Siders, Information Technology Department Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Purchase Order for a Dell EMC XC740xdENT for ESXI Running Nutanix OS for ESXi 6.5, in the amount of $39,279.68, according to the specifications outlined in the provided Quotes # 3000063624740.1, in the amount of $39,000.00 and # 3000063608061.1 (Vendor Registry Quote # IT-Dell-EMC-XC740xdENT_Nutanix OS_2020), in the amount of $279.68; and

B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of a Dell EMC XC740xdENT Server for the Information Technology Department of Escambia County, Florida, to Dell, Inc., in the amount of $39,279.68, according to the specifications outlined in the provided Quotes.

Vendor/Contractor	Fund	Amount	Contract/Agreement
Dell, Inc.	001 – General Fund 270102 – Cost Center 56401 – Object Code	$39,279.68	Quote # 3000063624740.1, in the amount of $39,000.00 Quote # 3000063608061.1, in the amount of $279.68

BACKGROUND:

In April of 2019, the Board approved the purchase of a Dell/Nutanix server from TIG. An incorrect server was received. The server was returned and no payment was made against the purchase order. The new Director has evaluated the need for this server and decided to move forward to expand the current server cluster.

The purchase will expand the existing cluster of servers, and will improve the performance to county departments and constitutionals. We will retire four outdated servers and storage devices, saving approximately $20,000 per year.

Vendor Registry and the Analytics are as follows: Unique Views - 9, Notifications Sent - 223, Notifications Opened - 49, Unique Downloads - 0.

BUDGETARY IMPACT:

Vendor/Contractor	Fund	Amount	Contract/Agreement
Dell, Inc.	001 – General Fund 270102 – Cost Center 56401 – Object Code	$39,279.68	Quote # 3000063624740.1, in the amount of $39,000.00 Quote # 3000063608061.1, in the amount of $279.68

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Information Technology Department will be responsbile for the implementation and coordination with other agencies/persons on behalf of the County.

Attachments

Quote 3000063608061.1

Quote 3000063624740-1
Quote AT6 1032722.00
Price Comparison

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000063608061.1**	Sales Rep	Chris Adolph
Total	**$279.68**	Phone	(800) 456-3355, 6179742
Customer #	26637227	Email	Christopher_Adolph@Dell.com
Quoted On	Jun. 22, 2020	**Billing To**	PAYABLE ACCOUNTS ESCAMBIA CO BOCC 221 PALAFOX PL STE 140 PENSACOLA, FL 32502-5843
Expires by	Jul. 22, 2020		
Deal ID	20262422		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Adolph

Shipping Group

Shipping To

DOUG FORTUNE
ESCAMBIA CO BOCC
221 PALAFOX PL
STE 210
PENSACOLA, FL 32502
(850) 595-4997

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Networking Cable, SFP+ to SFP+, 10GbE, Active Optical Cable (Optics Included), 15Meter	**$139.84**	**2**	**$279.68**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$279.68**
Shipping:	**$0.00**
Non-Taxable Amount:	**$279.68**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$279.68**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

DOUG FORTUNE
ESCAMBIA CO BOCC
221 PALAFOX PL
STE 210
PENSACOLA, FL 32502
(850) 595-4997

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Networking Cable, SFP+ to SFP+, 10GbE, Active Optical Cable (Optics Included), 15Meter	$139.84	2	$279.68

Estimated delivery if purchased today:
Jul. 06, 2020
Contract # C000000005866
Customer Agreement # RFP No. 15-16-05 Technology Refresh Program

Description	SKU	Unit Price	Qty	Subtotal
Dell Networking Cable, SFP+ to SFP+, 10GbE, Active Optical Cable (Optics Included), 15Meter	470-ABMD	-	2	-

Subtotal:	**$279.68**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$279.68**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000063624740.1**	Sales Rep	Chris Adolph
Total	**$39,000.00**	Phone	(800) 456-3355, 6179742
Customer #	26637227	Email	Christopher_Adolph@Dell.com
Quoted On	Jun. 22, 2020	**Billing To**	PAYABLE ACCOUNTS ESCAMBIA CO BOCC 221 PALAFOX PL STE 140 PENSACOLA, FL 32502-5843
Expires by	Jul. 22, 2020		
Solution ID	12670479		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Adolph

Shipping Group

Shipping To

DOUG FORTUNE
ESCAMBIA CO BOCC
221 PALAFOX PL
STE 210
PENSACOLA, FL 32502
(850) 595-4997

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
DELL EMC HCI XC740XD SERIES - [amer_xc740xdent_12620_vi_vp]	**$39,000.00**	**1**	**$39,000.00**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Installation Instructions
AMER20200622033058

Subtotal:	**$39,000.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$39,000.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$39,000.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Shipping Group Details

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ESCAMBIA CO BOCC
221 PALAFOX PL
STE 210
PENSACOLA, FL 32502
(850) 595-4997

Shipping Method

Standard Delivery

		Qty	Subtotal
DELL EMC HCI XC740XD SERIES - [amer_xc740xdent_12620_vi_vp]	**$39,000.00**	**1**	**$39,000.00**

Estimated delivery if purchased today:
Jul. 23, 2020
Contract # C000000005866
Customer Agreement # RFP No. 15-16-05 Technology Refresh Program

Description	SKU	Unit Price	Qty	Subtotal
Dell EMC XC740xdENT for ESXI	210-ANLQ	-	1	-
Nutanix OS for ESXI 6.5 U2	634-BRRX	-	1	-
Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration	321-BCPU	-	1	-
Nutanix OS Pro Edition, Custom	817-BBOV	-	1	-
Nutanix Prism Pro License	817-BBRH	-	1	-
Custom Discount, Cost Relief	817-BBQZ	-	1	-
ProSupport for Software, Webscale Software, 3 Years	816-0537	-	1	-
Nutanix 3 Year SW Maintenance, Custom	817-BBPS	-	1	-
XC740xdENT 12	350-BBMN	-	1	-
Nutanix XC740XD-12, Custom	817-BBOS	-	1	-
XC Standard order	379-BCUR	-	1	-
PowerEdge R740/R740XD Motherboard	329-BDKH	-	1	-
Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSDI	-	1	-
Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSDI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Intel Xeon Gold 5220 CPU Nutanix Custom	817-BBVC	-	1	-
Intel Xeon Gold 5220 CPU Nutanix Custom	817-BBVC	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
2933MT/s RDIMMs	370-AEPP	-	1	-
Performance Optimized	370-AAIP	-	1	-
No RAID	780-BCDI	-	1	-
HBA330 Controller Adapter, Low Profile	405-AANK	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	1	-
32GB microSDHC/SDXC Card	385-BBKH	-	1	-
IDSDM and Combo Card Reader	385-BBLE	-	1	-

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Riser Config 6, 5 x8, 3 x16 slots	330-BBLG	-	1	-
Mellanox ConnectX-4 LX Dual Port 10/25GbE SFP28, rNDC	406-BBLG	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	1	-
6 Standard Fans for R740/740XD	384-BBPY	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
Bezel,Standard,2U,14G,XC740XD	325-BDGB	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
Legacy BIOS Boot Mode with MBR Partition	634-BIQG	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
Dell EMC XC740xdENT Shipping	340-BZGD	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
US Order	332-1286	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
No Quick Sync	350-BBJV	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-
ProSupport and 4Hr Mission Critical Extension, 24 Month(s)	865-BCHO	-	1	-
ProSupport and 4Hr Mission Critical Initial, 12 Month(s)	865-BCHP	-	1	-
Parts Only Warranty 12 Months	709-BBML	-	1	-
ProDeploy Dell Storage XC Series Appliance - Deployment Verification	809-6895	-	1	-
ProDeploy Dell Storage XC Series Appliance - Deployment	821-5821	-	1	-
64GB RDIMM, 2933MT/s, Dual Rank	370-AEQD	-	12	-
Nutanix Custom 64GB DIMM	817-BBQE	-	12	-
1.6TB SSD SAS Mixed Use 12Gbps 512 2.5in HP AG Drive,3.5in HYB CARR, 3 DWPD, 8760 TBW	400-AZPQ	-	2	-
Nutanix, 1.6TB SSD Custom	817-BBQO	-	2	-
4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive	400-ASHY	-	10	-
Nutanix, 4TB 7.2K Custom	817-BBRI	-	10	-
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m) Power Cord, Argentina	450-ACSM	-	2	-
Nutanix License, Custom0	634-BPJG	-	7	-
Nutanix License, Custom1	634-BPJH	-	1	-
Nutanix License, Custom2	634-BPJI	-	5	-
Nutanix License, Custom3	634-BPJJ	-	1	-
Nutanix License, Custom4	634-BPJK	-	1	-
Nutanix Maintenance, Custom1	634-BPJM	-	6	-
Nutanix Maintenance, Custom2	634-BPJN	-	7	-
Nutanix Maintenance, Custom3	634-BPJO	-	2	-
Nutanix Prism, Custom0	634-BPJQ	-	3	-
Nutanix Prism, Custom1	634-BPJR	-	3	-
Nutanix Prism, Custom2	634-BPJS	-	7	-
Nutanix Prism, Custom3	634-BPJT	-	1	-

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$39,000.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$39,000.00**

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

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In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

HOWARD™
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Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No:	AT6 1032722.00	**Quote Date:**	June 26, 2020
Customer Name:	Chris Holloman	**Phone Number:**	8504716415
Company Name:	Escambia County	**Fax Number:**	
Quote Name:	DELL-EMC-NUTANIX		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	**Accessories**			
1:	Dell EMC XC740xdENT for ESXI Nutanix OS for ESXI 6.5 U2 Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration Nutanix OS Pro Edition, Custom Nutanix Prism Pro License ProSupport for Software, Webscale Software, 3 Years Nutanix 3 Year SW Maintenance, Custom XC740xdENT 12 Nutanix XC740XD-12, Custom PowerEdge R740/R740XD Motherboard (2) Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666 Intel Xeon Gold 5220 CPU Nutanix Custom Standard 1U Heatsink 2933MT/s RDIMMs HBA330 Controller Adapter, Low Profile BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH 32GB microSDHC/SDXC Card IDSDM and Combo Card Reader Riser Config 6, 5 x8, 3 x16 slots Mellanox ConnectX-4 LX Dual Port 10/25GbE SFP28, rNDC Dual, Hot-plug, Redundant Power Supply (1+1), 750W 6 Standard Fans for R740/740XD ReadyRails Sliding Rails With Cable Management Arm Bezel,Standard,2U,14 G,XC740XD Legacy BIOS Boot Mode with MBR Partition iDRAC9,Enterprise iDRAC,Legacy Password ProSupport and 4Hr Mission Critical Extension, 24 Month(s) ProSupport and 4Hr Mission Critical Initial, 12 Month(s) Parts Only Warranty 12 Months ProDeploy Dell Storage XC Series Appliance - Deployment Verification ProDeploy Dell Storage XC Series Appliance - Deployment 64GB RDIMM, 2933MT/s, Dual Rank Nutanix Custom 64GB DIMM 1.6TB SSD SAS Mixed Use 12Gbps 512 2.5in HP AG Drive,3.5in HYB CARR, 3 DWPD, 8760 TBW Nutanix, 1.6TB SSD Custom 4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive Nutanix, 4TB 7.2K Custom Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa) Nutanix License, Custom0 Nutanix License, Custom1 Nutanix License, Custom2 Nutanix License, Custom3 Nutanix License, Custom4 Nutanix Maintenance, Custom0 **MPN:** XC740XD-CTO	1	**$121,504.00**	**$121,504.00**

Sub-Total:	**$121,504.00**
Parts & Accessories Shipping:	**Included**
Taxes:	**Tax Exempt**

Total for Item 1:	**$121,504.00**

This quote will expire July 26, 2020.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$121,504.00**
Parts & Accessories Shipping:	**Included**
Taxes:	**Tax Exempt**
Total:	**$121,504.00**

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

DELL EMC HCI XC740XD SERIES [amer_xc740xdent_12620_vi_vp]
Contract # C000000006679

Description	SKU
Dell EMC XC740xdENT for ESXI	210-ANLQ
Nutanix OS for ESXI 6.5 U2	634-BRRX
Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration	321-BCPU
Nutanix OS Pro Edition, Custom	817-BBOV
Nutanix Prism Pro License	817-BBRH
Non-Registered Discount	817-BBPP
ProSupport for Software, Webscale Software, 3 Years	816-0537
Nutanix 3 Year SW Maintenance, Custom	817-BBPS
XC740xdENT 12	350-BBMN
Nutanix XC740XD-12, Custom	817-BBOS
XC Standard order	379-BCUR
PowerEdge R740/R740XD Motherboard	329-BDKH
Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSDI
Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSDI
Additional Processor Selected	379-BDCO
Intel Xeon Gold 5220 CPU Nutanix Custom	817-BBVC
Intel Xeon Gold 5220 CPU Nutanix Custom	817-BBVC
Standard 1U Heatsink	412-AAIQ
Standard 1U Heatsink	412-AAIQ
No Trusted Platform Module	461-AADZ
2933MT/s RDIMMs	370-AEPP
Performance Optimized	370-AAIP
No RAID	780-BCDI
HBA330 Controller Adapter, Low Profile	405-AANK
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP
32GB microSDHC/SDXC Card	385-BBKH
iDSDM and Combo Card Reader	385-BBLE
Riser Config 6, 5 x8, 3 x16 slots	330-BBLG
Mellanox ConnectX-4 LX Dual Port 10/25GbE SFP28, rNDC	406-BBLG
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS
6 Standard Fans for R740/740XD	384-BBPY

ReadyRails Sliding Rails With Cable Management Arm	770-BBBR
Bezel,Standard,2U,14G,XC740XD	325-BDGB
Performance BIOS Settings	384-BBBL
Legacy BIOS Boot Mode with MBR Partition	634-BIQG
iDRAC9,Enterprise	385-BBKT
iDRAC Group Manager, Disabled	379-BCQY
iDRAC,Legacy Password	379-BCSG
Dell EMC XC740xdENT Shipping	340-BZGD
PowerEdge R740 Shipping Material	340-CORZ
US Order	332-1286
No Systems Documentation, No OpenManage DVD Kit	631-AACK
No Quick Sync	350-BBJV
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP
ProSupport and 4Hr Mission Critical Extension, 24 Month(s)	865-BCHO
ProSupport and 4Hr Mission Critical Initial, 12 Month(s)	865-BCHP
Parts Only Warranty 12 Months	709-BBML
ProDeploy Dell Storage XC Series Appliance - Deployment Verification	809-6895
ProDeploy Dell Storage XC Series Appliance - Deployment	821-5821
64GB RDIMM, 2933MT/s, Dual Rank	370-AEQD
Nutanix Custom 64GB DIMM	817-BBQE
1.6TB SSD SAS Mixed Use 12Gbps 512 2.5in HP AG Drive,3.5in HYB CARR, 3 DWPD, 8760 TBW	400-AZPQ
Nutanix, 1.6TB SSD Custom	817-BBQO
4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive	400-ASHY
Nutanix, 4TB 7.2K Custom	817-BBRI
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH
Nutanix License, Custom0	634-BPJG
Nutanix License, Custom1	634-BPJH
Nutanix License, Custom2	634-BPJI
Nutanix License, Custom3	634-BPJJ
Nutanix License, Custom4	634-BPJK
Nutanix Maintenance, Custom0	634-BPJL
Nutanix Maintenance, Custom1	634-BPJM
Nutanix Maintenance, Custom2	634-BPJN
Nutanix Maintenance, Custom3	634-BPJO
Nutanix Maintenance, Custom4	634-BPJP
Nutanix Prism, Custom0	634-BPJQ
Nutanix Prism, Custom1	634-BPJR
Nutanix Prism, Custom2	634-BPJS
Nutanix Prism, Custom3	634-BPJT

Vendor	Quote Number	Price
Accepted Quote(s)		
Dell EMC	3000063608061.1	$279.68
Dell EMC	3000063624740.1	$39,000.00
Howard Technology Solutions	AT6 1032722.00	$121,504.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18128 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Escambia Pensacola Human Relations Commission
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and Escambia Pensacola Human Relations Commission (EPHRC), for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to the Escambia Pensacola Human Relations Commission (EPHRC); and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Escambia Pensacola Human Relations Commission (EPHRC), for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of $1 per year.

BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER

BACKGROUND:

Lease Agreement with Escambia Pensacola Human Relations Commission (EPHRC), for a portion of real property located at 150 W. Maxwell Street (Exhibit A), Pensacola, FL 32501. The initial term of the lease is for three years and allows for the lease to be renewed for two successive two year terms.

The purpose of the Escambia Pensacola Human Relations Commission (EPHRC) is to provide the community with local assistance to review and resolve employment discrimination complaints based upon race, color, religion, sex, pregnancy, national origin, age, disability, or marital status, and fair housing discrimination complaints based upon race, color religion, national origin, sex, disability, or familial status; and, to improve community relations which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

BUDGETARY IMPACT:

Rent is to be paid to the County in the amount of $1 per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18130 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and BRACE, LLC
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and Be Ready Alliance Coordinating for Emergencies (BRACE), for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to BRACE, LLC; and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and BRACE, LLC, for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of $1 per year.

BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER.

BACKGROUND:

Lease Agreement with BRACE, for a portion of real property located at 150 W. Maxwell Street (Exhibit A), Pensacola, FL 32501. The initial term of the lease is for three years and allows for the lease to be renewed for two successive terms of three years each.

BRACE is a non-profit entity with the vision of making our community the most disaster resilient in America.

BUDGETARY IMPACT:

Rent is to be paid to the County in the amount of $1 per year.

The County will invoice Lessee for its proportional share of the utility service charges. Lessee's initial proportional share of the monthly utility service charges is $843.83; Lessee shall reimburse the County for its share of the utility service charges within 30 days of the date of the invoice. Lessee shall be responsible for paying the provider directly for any utility services not provided through the County's utility accounts, including but not limited to telephone, internet, and cable television. Utility service charges will be reviewed in April of each year to ensure the charges align with the Lessee's proportional share of expenses. Should the utility charges increase by more than 3%, the following year's annual cost will be submitted to the Lessee on May 1st of each year. The Lessee may then determine if it will continue with the Lease or terminate the Lease as provided in Section 12.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18129 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Gulf Coast Diplomacy Council
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and the Gulf Coast Diplomacy Council for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to the Gulf Coast Diplomacy Council; and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Gulf Coast Diplomacy Council, for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of $1 per year.

BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER.

BACKGROUND:

Lease Agreement with the Gulf Coast Diplomacy Council, for a portion of real property located at 150 W. Maxwell (Exhibit A), Pensacola, FL 32501. The initial term of the lease is for three years and allows for the lease to be renewed for two successive terms of three years each.

The Gulf Coast Diplomacy Council is a non-profit organization whose mission is to

create and encourage collaboration between like-minded community stakeholders who value sharing the Gulf Coast with the rest of the world.

BUDGETARY IMPACT:

Rent is to be paid to the County in the amount of $1 per year.

Lessee's initial proportional share of the monthly utility service charges is $114.77; Lessee shall reimburse the County for its share of the utility service charges within 30 days of the date of the invoice. Lessee shall be responsible for paying the provider directly for any utility services not provided through the County's utility accounts, including but not limited to telephone, internet, and cable television. Utility service charges will be reviewed in April of each year to ensure the charges align with the Lessee's proportional share of expenses. Should the utility charges increase by more than 3%, the following year's annual cost will be submitted to the Lessee on May 1st of each year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18149 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Fiscal Year 2020/2021 Certification of Taxable Value
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2020/2021 Certification of Taxable Value - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of public hearings for the Fiscal Year 2020/2021 Budget:

A. Certify the millage rates for Fiscal Year 2020/2021 as follows:

County-wide Operating - 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685
Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public. The millage rates must be certified by August 4, 2020.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2019/2020;

B. Certify the proposed millage rates at 4.32% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2020/2021;

D. Schedule a Public Hearing on the Fiscal Year 2020/2021 Budget for September 8, 2020, at 5:31 p.m., to be held in the Chambers of the Board of County

Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida;

E. Schedule a Public Hearing to adopt the Fiscal Year 2020/2021 non-ad valorem special assessment roll at 5:32 p.m., on September 8, 2020, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida; and

F. Schedule a Public Hearing to adopt the Fiscal Year 2020/2021 County-wide Budget at 5:31 p.m. on September 22, 2020, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida.

BACKGROUND:

Florida Statues 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

Maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2020/2021.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of Public Hearings per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18162 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Order For Fire Rescue in Excess of $25,000
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Ten-8 Fire Equipment Vendor #: 200935 Fire Hose Tester Fund 352, LOST III Cost Center: 330228 Fire Services Capital Project	$25,609.60	N/A Quotes were obtained via Vendor Registry

[Funding Source: Fund 352, LOST III, Cost Center 330228, Fire Services Capital Project]

A request for quotations for a gas powered fire hose tester was posted on Vendor Registry, to receive quotes for a Fire Hose Tester System. NFPA recommends annual hose testing. This provides an opportunity to determine hose condition and if failure is likely, it will occur during this testing period opposed to during

firefighting operations. A catastrophic hose failure during firefighting operations could mean the difference between life and death. The hose line is the firefighter's “lifeline” in more ways than one. The failure during operations could also mean additional damage from fire growth until another hose line can be put in place. Historically, testing has been done by internal staff utilizing the fire apparatus. It has been the experience of staff that immediately following the testing process, we would start to have pump failures and leakage. The purchase of the testing equipment will prevent any unnecessary damage to the pump. The price to replace a pump ranges from $1,100 to $6,500 and $6,500 to $22,000 to replace the transfer case and/or pump shaft. The purchase of the system will reduce the need to subject the fire apparatus to the additional stress of testing the hoses.

This request for quotations was emailed to 70 registrants in Vendor Registry. 18 firms opened and viewed the request for quotations. At closing on April 10, 2020, 3:00 p.m., one quotation had been received. Paul Nobles, Purchasing Manager, was notified of the one response and has advised that we could proceed with the purchase because an attempt was made to include all known vendors.

BACKGROUND:

NFPA recommends annual hose testing. This provides an opportunity to determine hose condition and if failure is likely, it will occur during this testing period opposed to during firefighting operations. A catastrophic hose failure during firefighting operations could mean the difference between life and death. The hose line is the firefighters “lifeline” in more ways than one. The failure during operations could also mean additional damage from fire growth until another hose line can be put in place. Historically, testing has been done by internal staff utilizing the fire apparatus. It has been the experience of staff that immediately following the testing process, we would start to have pump failures and leakage. The purchase of the testing equipment will prevent any unnecesary damage to the pump. The price to replace a pump ranges from $1,100 to $6,500 and $6,500 to $22,000 to replace the transfer case and/or pump shaft. The purchase of the system will reduce the need to subject the fire apparatus to the additional stress of testing the hoses.

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BUDGETARY IMPACT:

	Vendor/Contractor	Amount	Contract Number

Ten-8 Fire Equipment Vendor #: 200935 Fire Hose Tester Fund 352, LOST III Cost Center: 330228 Fire Services Capital Project	$25,609.60	N/A Quotes we obtained via Vendor Registry

Funds are available in [Funding Source: Fund 352, LOST III, Cost Center 330228, Fire Services Capital Project], Project Code 08FS0018.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will work with the Purchasing Office staff to prepare the Purchase Order as needed.

Attachments

Hose Tester Quote

Description	UOM	Ten-8 Fire Equipment
Gas Powered Fire Hose Tester	1 Unit	3,945.35
1 1/2 inch Female NST Thread Cap with Bleeder Valve	1 Unit	46.92
2 1/2 inch Female NST Thread Cap with Bleeder Valve	1 Unit	51.98
5 inch Storz Cap with Bleeder Valve	1 Unit	102.85
2 1/2 inch Female NST Thread to 1 1/2 inch Male NST Thread Adapter	1 Unit	16.12
2 1/2 inch Female NST Thread With Swivel to 5 inch Storz Adapter	1 Unit	117.68
Freight	1 Unit	1,775.00
		6,055.90

	QTY	Each	Amount
Ten-8 Fire Equipment	**4**	**3,945.35**	**15,781.40**
	24	**46.92**	**1,126.08**
	24	**51.98**	**1,247.52**
	24	**102.85**	**2,468.40**
	24	**16.12**	**386.88**
	24	**117.68**	**2,824.32**
	1	**1,775.00**	**1,775.00**
		Total	**25,609.60**

Expired Quote

Manage expired quote

Expired Quotes / Expired Quote

SUBMISSIONS REOPEN NOTIFY VENDORS COPY QUOTE ANALYTICS

QUESTIONS SET TO 'IN REVIEW' SET TO 'AWARDED' SET TO 'CANCELLED'

ADD NOTE

Status: Deadline Expired

Quote Details: ECFR Fire Hose Tester

Quote Overview:
Gas Powered Fire Hose Tester (example unit documentation attached)
Required Details:
Stainless Steel 2-inch manifold
Stand up cart with 2 back wheels
5.5 HP or greater Gas HONDA engine
6 - 2 ½-inch NST thread outlets with fully automatic aluminum check valves
5.6 GPM, or greater, oil bath pump with thermal protective valve
Deliver up to 500 PSI (3500 kPa) of pressure
1 - 2 ½-inch NST swivel inlet connector
In-line filter

Deadline: 4/10/2020 3:00 PM (Central Time)

Quote #: Fire_04062020

Products and Services:

- Brackets, Clamps And Holders For Fire Fighting Equipment
- Couplings, Fire Hose
- Fire Hose Carts, Dryers, Racks, Reels, Rollers, And Winders, Etc.
- Fire Suppression Hand Tools: Fire Axe, Fire Rack, Fire Swatter, Etc.
- Nozzles And Parts, Fire Hose

- Valves, Fire Hose

Documents:

- NIEDER_CDHT2000GA-SS.pdf
- BleederCaps.jpg

Itemized List:

Description	Qty	UOM	Substitutions Allowed	Link	Files
Gas Powered Fire Hose Tester (example unit documentation attached)	5	Unit	Yes		
1 1/2 inch Female NST Thread Cap with Bleeder Valve	30	Unit	No		
2 1/2 inch Female NST Thread Cap with Bleeder Valve	30	Unit	No		
5 inch Storz Cap with Bleeder Valve	30	Unit	No		
2 1/2 inch Female NST Thread to 1 1/2 inch Male NST Thread Adapter	30	Unit	No		
2 1/2 inch Female NST Thread With Swivel to 5 inch Storz Adapter	30	Unit	No		

Online Bids: more

- Ten-8 Fire Equipment - FH10-60LT.msg
- Ten-8 Fire Equipment - Q202533.pdf

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IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number:	Q202533
Sales Quote Date:	4/21/2020
Customer ID	ESCAMB
SalesPerson	JOEY HAYES
Email :	jhayes@ten8fire.com
Ten-8 Contact	Bruce Scott
Email :	bscott@ten8fire.com

Sell To :
ESCAMBIA CO. CLERK OF COURT
ACCOUNTS PAYABLE DEPT.
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

Ship To :
ESCAMBIA CO. FIRE RESCUE
7009 PINE FOREST ROAD
PENSACOLA, FL 32526

Payment Terms : Due Upon Receipt of Product Or Service

Ship Via : MOTORFREIGHT

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
RIC-FH10-60LT	10 GPM, 450 psi, 6 outlet HOSE TESTER,5.5 HONDA	EACH	4	3,945.35	15,781.40
RED-C-15	LIGHTWEIGHT ALUMINUM CAP - ROCKER LUG 1.5" WITHOUT CHAIN/ TAPPED W/PETCOCK	EACH	24	46.92	1,126.08
RED-C-25	2.5" CAP LIGHTWEIGHT ALUMINUM W/O CHAIN, TAPPED W/PETCOCK	EACH	24	51.98	1,247.52
RED-SC50	5" STORZ CAP W/ CABLE TAPPED W/PETCOCK	EACH	24	102.85	2,468.40
RED-372515	ADAPTER 2.5" NH FEMALE X 1.5" NH MALE	EACH	24	16.12	386.88
RED-S-54RL5025	5" STORZ X 2.5" F SWIVEL NST R	EACH	24	117.68	2,824.32
FRT	FREIGHT CHARGES	EACH	1	1,775.00	1,775.00

Amount Subject to Sales Tax	0
Amount Exempt from Sales Tax	25,609.60

Subtotal:	**25609.60**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**25,609.60**

This Quote is valid until 05/10/20

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

Analytics

for 'ECFR Fire Hose Tester'

Expired Quotes / Expired Quote / Analytics

Unique Views **3**

Notifications Sent **70**

Show Details

Notifications Opened **18**

Hide Details

Name	Date
bbanks@firetecinc.com	4/6/2020 11:12:37 PM
bkoenig@sunbeltfire.com	4/8/2020 4:47:24 PM
Brett@thefirefightingdepot.com	4/6/2020 9:01:06 PM
cody@gulftechfire.com	4/6/2020 8:51:41 PM
dmowdy@mayerelectric.com	4/7/2020 12:48:34 PM
gpohodich@waterwayinc.com	4/6/2020 8:16:16 PM
jbusby10@bellsouth.net	4/6/2020 8:12:26 PM
jessica.franks@nafeco.com	4/6/2020 9:40:04 PM

Name	Date
jhayes@ten8fire.com	4/14/2020 9:23:18 PM
jsizemore@danasafetysupply.com	4/7/2020 6:26:01 PM
kshipp@catscorp.com	4/7/2020 12:37:32 PM
michael.weston@nafeco.com	4/9/2020 7:45:12 PM
mmcmillan@hillercompanies.com	4/6/2020 8:40:19 PM
msevigny@1dss.com	4/6/2020 8:17:34 PM
peter@thefirefightingdepot.com	4/6/2020 8:09:12 PM
rgonzales@mecofire.com	4/6/2020 8:14:00 PM
sales@technicalrescue.com	4/6/2020 9:15:18 PM
tmeggs@hipco.com	4/6/2020 8:08:21 PM

Unique Downloads **0**

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18179 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Change Order to Roads, Inc. of NWF on Contract PD 19-20.033 FY19-20 Road Resurfacing Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action to approve and authorize the County Administrator to execute a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing, for $344,024.75 and approve funds and a reallocation to the project to fund this Change Order. An additional 20 contract days will be needed to complete this work:

A. Approve the reallocation of funds from the Muscogee Road Project and use of LOST III and LOST IV resurfacing funds as indicated below to the Fiscal Year 2019-2020 Resurfacing Project:

Fund	Cost Center	Project Number	Project Name	Amount
Fund 352, LOST III	210107	09EN0115	Muscogee Road Reallocation	$262,222.00
Fund 352, LOST III	210107	08EN0208	Resurfacing	$58,566.00
Fund 353, LOST IV	210106	18EN0238	FY 17-18 Resurfacing	$23,236.75
			Total	$344,024.75

B. Approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing Project. This Change Order will add 10 Mile Road from Palafox to Chemstrand Road, Baggett Court from "P" Street to the cul-de-sac, and additional graded aggregate base and subgrade stabilization for Stillbridge Road:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$344,024.75
Vendor:	Roads, Inc. of NWF
Project Name:	FY 19-20 Road Resurfacing Project
Contract:	PD 19-20.033
PO#:	201456
CO#:	1
Original Contract Amount:	$3,245,664.99
Cumulative Amount of Change Orders Through this CO:	$344,024.75
New Contract Amount:	$3,589,689.74

This Change Order includes roads located within Commission Districts 3, 4, and 5.

BACKGROUND:

Meeting in regular session on May 7, 2020, the Board approved the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing Project, in the amount of $3,245,664.99.

This Change Order, #1, for a total amount of $344.024.75, will add 10 Mile Road from Old Palafox to Chemstrand Road in the amount of $280,658.47, Bagget Court from "P" Street to the cul-de-sac, in the amount of $22,359.38, and additional base and subbase stabilization for the Stillbridge project, in the amount of $41,006.90.

BUDGETARY IMPACT:

Funds for this project are available in:	Amount
Fund 352, LOST III, Cost Center 210107, Object Code 56301, PN 08EN0208 Resurfacing (reallocation from Muscogee)	$262,222.00

Fund 352, LOST III, Cost Center 210107, Object Code 56301, PN 08EN0208 Resurfacing	$58,566.00
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, PN 18EN0238 17-18 Resurfacing	$23,236.75
Total	$344,024.75

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required for this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, a Budget Amendment will be transmitted to the Office of Management and Budget for processing. Once that has posted, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order 1 with backup

PO Contract and Board Action

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	19-20 Resurfacing
Project ID:	PD 19-20.033
Location:	County Wide
Project Manager:	Cooper Saunders
Date:	6/25/2020

DESCRIPTION OF REQUEST

This RFF is for an additive CO1 in the amount of $344,024.75 and 20 additional contract days and will add 10 Mile Rd from Old Palafox to Chemstrand and Bagget Ct from P Street to the Cul-de-sac top the existing scope of work. Items included in this CO are additional Final Grading and Seal Rolling prior to Paving, 12" Stabilized Subgrade, 6" Graded Aggregate Base "min. LBR 100 at 100% Mod. Proctor" , Disc and Redress to grade Shoulders, Earthwork Excavation, 2" Sp12.5 Superpave, 1.5" SP12.5 Superpave, Mill of existing Asphalt, and Adjusting of Manhole Covers. The current substantial completion date is 4/28/2021 with a final date of 5/28/2021. The new dates after this CO will be substantial of 5/18/2021 and a final of 6/17/2021.

Attached backup documentation		page (s).
Current Completion Date	5/28/2021	or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	20	calendar days.
	6/17/2021	Completion date

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract				$ 344,024.75	
Funds for Construction CO#	1				
Contract PD	19-20.033	Contractor	Roads, Inc		
Funds for Original Task Order					
Funds for Addendum #					
Task Order PD		Consultant			
Funds for Original Work Order					
Funds for Change Order #					
Contract PD		Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ (344,024.75)	$ -

Cooper Saunders
2020.06.26
06:20:54 -05'00'

Project Manager

Accounting

Digitally signed by James Duncan
Date: 2020.06.25 15:43:03 -05'00'

Deputy Division Manager

Digitally signed by James Duncan
Date: 2020.06.25 15:43:25 -05'00'

Division Manager

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer $

CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contractor Number PD 19-20.033

Date: 6/25/2020 Dated

To: Escambia County

Public Works

Project Name: 19-20 Resurfacing Package

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

This RFF is for an additive CO1 in the amount of $344,024.75 and 20 additional contract days. Items included in this CO are additional Final Grading and Seal Rolling prior to Paving, 12" Stabilized Subgrade, 6" Graded Aggregate Base "min. LBR 100 at 100% Mod. Proctor" , Disc and Redress to grade Shoulders, Earthwork Excavation, 2" Sp12.5 Superpave, 1.5" SP12.5 Superpave, Mill of existing Asphalt, and Adjusting of Manhole Covers. The current substantial completion date is 4/28/2021 with a final date of 5/28/2021. The new dates after this CO will be substantial of 5/18/2021 and a final of 6/17/2021.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 3,245,664.99	360
Sum of Previous Changes	$	
This Change Order	$ 344,024.75	20
Adjusted Agreement Amount	$ 3,589,689.74	380

This contract substantial completion date will be increased/decreased by 20 calendar days due to the Change Order. The new contract substantial completion date is 5/28/2021. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: June 25, , 2020

By: Contractor

By: Engineer

By: Cooper Saunders 2020.06.26 06:22:02 -05'00'
Owner

	19-20 Resurfacing Bid Tabulation	Bagget Ct P Street to Cul-de-sac				10 Mile Old Palafox to Chemstrand			
Line Item	Discription	Quantity	Units	Unit Cost	Ext Cost	Quantities	Units	Unit Cost	Ext Cost
1	Mobilization		LS	$87,305.15	$0.00		LS	$87,305.15	$0.00
2	Striping (To Include line, bars, RPM, traffic loops.)		LS	$116,855.41	$0.00	1	LS	$29,000.00	$29,000.00
3	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter		LF	$0.09	$0.00		LF	$0.09	$0.00
4	Earthwork Excavation by machine		CY	$6.00	$0.00	417	CY	$6.00	$2,502.00
5	Final grading and seal rolling prior to paving	1906	SY	$0.89	$1,696.34	15457	SY	$0.89	$13,756.73
6	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	900	SY	$0.72	$648.00	5057	SY	$0.72	$3,641.04
7	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1906	SY	$8.67	$16,525.02		SY	$8.67	$0.00
8	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy		SY	$11.53	$0.00	15457	SY	$11.53	$178,219.21
9	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1906	SY	$1.17	$2,230.02	15457	SY	$1.17	$18,084.69
10	12" Stabilized Subgrade, County Spec 2300, over 1000sy		SY	$0.75	$0.00	2500	SY	$0.75	$1,875.00
11	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy		SY	$10.00	$0.00	2500	SY	$10.00	$25,000.00
12	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD		EA	$4,150.60	$0.00		EA	$4,150.60	$0.00
13	Remove Existing Speed Hump		EA	$148.17	$0.00		EA	$148.17	$0.00
14	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar		EA	$300.00	$0.00	5	EA	$300.00	$1,500.00
15	Centipede Sod, Staked, less than 1000sy	900	SY	$1.40	$1,260.00	5057	SY	$1.40	$7,079.80
				Total	**$22,359.38**			**Total**	**$280,658.47**
	Additional 6" GAB, 12" Stabilization, Final Clip and Roll, to Complete Stillbridge contract	3389	SY	$12.10	**$41,006.90**				

Grand Total of the CO is **$344,024.75**

Original			Delta
	Money	$3,245,664.99	
	Time	360	
CO1	Money	$344,024.75	10.60%
	Time	$20.00	5.56%

PURCHASE ORDER NO. 201456

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 05/14/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001356	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 19-20.033	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	AGREEMENT BETWEEN ESCAMBIA COUNTY AND ROADS, INC. OF NWF ON CONTRACT PD 19-20.033 19-20 ROAD RESURFACING PROJECT. BCC APPROVAL 05/07/2020	3245664.9900	3,245,664.99

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210106 56301	3,245,664.99	20EN0918

PAGE TOTAL $	3,245,664.99
TOTAL $	3,245,664.99

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

45. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement Between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 19-20.017, Perdido Fire Station Concrete Repairs, for the base bid of $339,426.94, and Alternate 1 in the amount of $25,236.74, for a total contractual amount of $364,663.68.

Vendor/Contractor	Funding	Amount	Contract Number
Empire Builders Group, Inc.	Fund: 001, General Fund, Cost Center: 310204, Object Code: 53101/54601	$364,663.68	PD 19-20.017

81 suppliers were solicited, five compliant bids were received.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

46. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads Inc., of NWF, per the terms and conditions of PD 19-20.033, 19-20 Road Resurfacing Project, in the amount of $3,245,664.99 for basic construction services.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc, of NWF	Fund 353, LOST IV; Cost Center 210106, Object Code 56301, Project Number 20EN0918	$3,245,664.99	PD 19-20.033

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

Roads, Inc. of North West Florida

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit G/Payment Adjustment – Bituminous Materials

Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

Exhibit I/Technical Specifications **[Escambia County Technical Specifications /Effective Date February 01,2015] (Included by reference from the solicitation)**

Exhibit J/Supplemental Terms and Conditions **(Included by reference from the solicitation)**

Exhibit K/Federal Documents **(Included by reference from the solicitation)**

Exhibit L/Solicitation Documents Index **(Included by reference from the solicitation (2.0 Scope of Work / Related Documents)**

Exhibit M/ PD 19-20.033 Roads Inc. Bid 3-19-20
Exhibit N/PD 19-20.033 Estimated Qty Per Road Revised

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Roads, Inc. of North West Florida FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads, Inc. of North West Florida, a corporation for profit, to perform all work ("Work") in connection with Project PD 19-20.033 19-20 Resurfacing Contact , as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount **Three Million two hundred forty-five thousand six hundred and sixty-four dollars and ninety-nine cents($ 3,245,664.99) herein "Contract Amount",** in accordance with the terms of this Agreement:

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **Three Hundred Thirty (330)** consecutive calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Three Hundred Sixty (360)** consecutive calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Three Hundred Sixty (360) consecutive calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, One Thousand Dollars **($1,000.00)** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect

shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Sollicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Central Office Complex
3363 W. Fairfield Drive
Pensacola Fl. 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of North West Florida
106 Stone Boulevard
Cantonment FL 32533
Attention: Cody Rawson, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

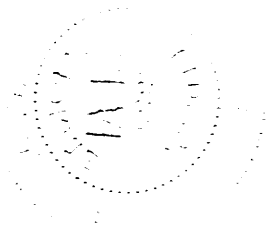
SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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 CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and _____ signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: 5-28-20

CONTRACTOR:
Roads, Inc of NWF, a FL Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

(Corporate Seal)

Date: _____

BCC Approved: 5-7-20

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for

additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **FOUR (4)** copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be

delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance

with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the

address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States,

except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the

County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of

the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500-foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect

and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020041550 5/22/2020 2:12 PM
OFF REC BK: 8300 PG: 734 Doc Type: PBOND
Recording $69.50

EXHIBIT B
PERFORMANCE AND PAYM... BOND

BOND NO.**30093374**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Roads, Inc. of NWF
(Insert name, address, and phone number of contractor)
106 Stone Boulevard, Cantonment, FL 32533 (850)968-0991, as Principal, and
Western Surety Company, 151 N. Franklin St., Chicago, IL 60606 (312)822-5000,
(Insert full name, home office address and phone number of surety)
as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of Three Million Two Hundred Forty Five Thousand Six Hundred Sixty-Four & 99/100 Dollars ($3,245,664.99) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the 7th day of May, 2020, with Obligee for Contract No. PD 19-20.033, 19-20 Resurfacing Contract, Escambia County, FL

Legal Description: Not Applicable
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.

4. Principal understand and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 21st day of May, 2020, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of: PRINCIPAL:

Roads, Inc. of NWF

Lisa L. Reidlinger — By: CR

Chris Davis / Lisa L. Reidlinger — Name: Cody Rawson

Its: President

Witnesses as to Principal

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, 2020, by Cody Rawson as President, of Roads, Inc. of NWF, a Florida corporation, on behalf of the corporation. He/~~she~~ is personally known to me **OR** has produced _____ as identification and did (~~did not~~) take an oath.

My Commission Expires:

(Signature)
Name Darrin Johnson
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

DARRIN J. JOHNSON MY COMMISSION EXPIRES AUGUST 19, 2020 #FF 989640 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of FL
Serial No., If Any: _____

ATTEST:

SURETY: Western Surety Company
(Printed Name)
151 N. Franklin Street
Chicago, IL 60606
(312)822-5000
(Business Address)

Witness

N/A
(Authorized Signature)

Witness

N/A
(Printed Name)

Sally Gilbreath

OR Robert Corley McLendon

Sally Gilbreath

As Attorney In Fact (Attach Power)
Fisher Brown Bottrell Insurance, Inc.
19 W. Garden St., Suite 300
Pensacola, FL 32502
(Business Address)

Carol A. Cooper

Witnesses

Robert Corley McLendon
(Printed Name)
(850) 432-7474
(Telephone Number)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, 2020, by Robert Corley McLendon, as Attorney-in-Fact and Licensed Resident Agent of Western Surety Company as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced N/A as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: Carol A. Cooper
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida

Serial No., If Any:

CAROL A. COOPER
Notary Public, State of Florida
My Comm. Expires July 22, 2021
Commission No. GG 102922

PAYMENT BOND

BOND NO.30093374

BY THIS BOND, We, Roads, Inc. of NWF
(Insert name, address and phone number of contractor)
106 Stone Boulevard, Cantonment, FL 32533 (850)968-0991 (hereinafter called the "Principal")

and Western Surety Company (hereinafter called the "Surety"),
(Insert name)
located at 151 N. Franklin St., Chicago, IL 60606 (312)822-5000 a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of South Dakota and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called
Three Million Two Hundred Forty-Five Thousand
the "County") in the sum of Six Hundred Sixty-Four & 99/100----- Dollars ($3,245,664.99) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our

assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. PD 19-20.033 (hereinafter referred to as the "Contract") as of May 7, 2020 (the bid award date for projects thereto) for the purpose of 19-20 Resurfacing Contract
(Insert name of project, including legal description, street address of property and general description of improvement)
Escambia County, FL
Legal Description: Not Applicable

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated 5/7/2020, between Principal and County for construction of 19-20 Resurfacing Contract, Escambia County, FL the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly make payments to all claimants as defined in Section 255.05(1)(a), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pay County all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of al work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE 21st **DAY OF** May, **20**20 (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

Chris Davis

Witnesses as to Principal

Lisa L. Neidlinger

PRINCIPAL:
Roads, Inc. of NWF

By: _____

Name: Cody Rawson

Its: President

ROADS, INC. OF NWF CORPORATE SEAL 1999 FLORIDA

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, 2020, by Cody Rawson, as President, of Roads, Inc. of NWF, a Florida corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: Darrin Johnson

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

DARRIN J. JOHNSON MY COMMISSION EXPIRES AUGUST 19, 2020 #FF 989640 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida

Serial No., If Any: _____

ATTEST:

SURETY: Western Surety Company
(Printed Name)
151 N. Franklin Street
Chicago, IL 60606
(312)822-5000
(Business Address)

Witness

N/A
(Authorized Signature)

Witness

N/A
(Printed Name)

Sally Gilbreath

OR Robert Corley McLendon

Sally Gilbreath

As Attorney In Fact (Attach Power)
Fisher Brown Bottrell Insurance, Inc.
19 W. Garden St., Suite 300
Pensacola, FL 32502
(Business Address)

Carol A. Cooper

Witnesses

Robert Corley McLendon
(Printed Name)
(850) 432-7474
(Telephone Number)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, 2020, by Robert Corley McLendon, as Attorney-in-Fact and Licensed Resident Agent of Western Surety Company as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced N/A as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: Carol A. Cooper
(Legibly Printed)

CAROL A. COOPER
Notary Public, State of Florida
My Comm. Expires July 22, 2021
Commission No. GG 102922

(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida

Serial No., If Any:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alan Douglas Moore, Robert Corley Mc Lendon, Edward E Wonders, Michael David Raidt, Individually

of Pensacola, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of July, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of May, 2020.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2020

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

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

PRODUCER Acentria Insurance - Destin 4634 Gulfstarr Drive Destin FL 32541 License#: L100460	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 850-650-1950 **FAX (A/C, No):** 850-892-0320 **E-MAIL ADDRESS:**
INSURED Roads Inc. of NWF 106 Stone Blvd. Cantonment FL 32533 ROADINC-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company — 25658 INSURER B : The Travelers Indemnity Company of Connecticut — 25682 INSURER C : Great American Insurance Company of New York — 22136 INSURER D : Bridgefield Employers Insurance Company — 10701 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1484150399 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	DTCO6P270021TIA20	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	8105P9762892026TIL20	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		ZUP51N2964620NF TUE340219500	5/1/2020 5/1/2020	5/1/2021 5/1/2021	EACH OCCURRENCE AGGREGATE Excess Liability	$ 2,000,000 $ $ 8,000,000
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		019200206 019642341	4/1/2020 4/1/2020	7/1/2020 7/1/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented/Leased			6301N137514	4/1/2020	7/1/2020	Rented/Leased	400,000

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

The Certificate Holder is Additional Insured with respects to the General Liability, Auto Liability, Umbrella and Excess Liability polices. A Waiver of Subrogation applies in favor of the Certificate Holder with regards to the General Liability and Workers Compensation.
Re: PD 19-20.038 – Re-Solicit 17-18 Resurfacing Project

CERTIFICATE HOLDER

Escambia County
Office Of Purchasing
213 Palafox Place
2nd FL RM 11-101
Pensacola FL 32502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be

considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	$_____	_____
Sum of Previous Changes	$_____	_____
This Change Order	$_____	_____

Adjusted Agreement Amount	$_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18175 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Acceptance of Office of Economic Adjustment, Department of Defense, Grant Agreement for Community Economic Adjustment Assistance
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Grant Agreement for Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies from the Office of Economic Adjustment, Department of Defense - Horace Jones, Development Services Department Director

That the Board take the following actions concerning award of a $250,000 Office of Economic Adjustment (OEA), Department of Defense, Grant Agreement for Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies:

A. Accept award of the Grant, for a total amount of $250,000, with a County match of 10% ($25,000);

B. Approve the Grant Agreement; and

C. Ratify the County Administrator's signature, as the community Authorizing Official, on the Grant Agreement and any related documents necessary on behalf of Escambia County, upload and submit to the OEA via the EADS II System in order to implement the Grant awards.

[Funding: Funds are available from Fund 102, Cost Center 360704]

BACKGROUND:

In 2003, the County accepted its current Joint Land Use Study (JLUS), which was the result of a dedicated, collaborative planning effort between stakeholders, residents, Navy leaders, and local officials to address the Naval Air Stations's changing mission. Along with the JLUS, the County adopted land use regulations detailed in the Airfield Installations Compatible Use Zone (AICUZ) study, most recently updated in 2010 and adopted by the BCC in 2016.

Since 2003, the Navy has made changes in mission, installations and aircraft. An updated JLUS will benefit the Navy's mission while protecting the health, safety and welfare of the surrounding area.

On May 17, 2018, the BCC authorized staff to pursue a Grant from the Federal Office of Economic Adjustment for conducting a Joint Land Use Study, in cooperation with the U.S. Navy and appointed the County Administrator to act as the community Authorizing Official.

BUDGETARY IMPACT:

The Office of Management and Budget is preparing the Supplemental Budget Amendment to establish the budget. The County's required 10% match of $25,000 will come from Fund 102, Cost Center 360704.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

County staff from multiple departments will work with our partner agencies to conduct the JLUS.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires Board approval for changes in revenue and the appropriation thereof.

IMPLEMENTATION/COORDINATION:

Upon approval of the Grant Agreement, staff will implement all award requirements.

Attachments

Notice of Award Navy

Office of Economic Adjustment

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY

U.S. DEPARTMENT OF DEFENSE
OFFICE OF ECONOMIC ADJUSTMENT
2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202

2.INSTRUMENT TYPE:

Grant Agreement

3.AWARD TYPE

Non-Construction

4.TYPE OF ACTION:

New Award

5.FEDERAL AWARD DATE:

2020-02-05

6.AWARDED TO:

Escambia County
223 Palafox Place P.O. Box 1591
Pensacola FL
32502-5844

7.PRINCIPAL INVESTIGATOR

Andrew Holmer
Development Services Manager
3363 West Park Place
adholmer@myescambia.com

8.UNIQUE ENTITY IDENTIFIER:

065243631

9.OEA AWARD NUMBER:

EN857-20-01

10.FEDERAL AWARD IDENTIFICATION NUMBER:

HQ00052010005

11.PROGRAM TYPE:

Military Installation Sustainability

12.AMENDMENT NUMBER:

13.REGULATORY AUTHORITY:

2 CFR 200

14.PERIOD OF PERFORMANCE:

01/01/2020 - 06/30/2021

15.STATUTORY AUTHORITY:

10. U.S. Code § 2391

16.CFDA NUMBER AND TITLE:

12.610 Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies

17.TITLE AND DESCRIPTION:

Naval Air Station Pensacola 2020 Compatible Use Plan

18.BUDGET SUMMARY

	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	$0	$0	$0
OBLIGATED BY THIS ACTION	$225,000	$25,000	$250,000
INDIRECT COST RATE IS: 0	$0	$0	$0
TOTAL OBLIGATED ON AWARD	$225,000	$25,000	$250,000
GRANT TOTAL	**$225,000**	**$25,000**	**$250,000**

19.FEDERAL AGENCY POINTS-OF-CONTACT

GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Elaine Smokes elaine.a.smokes.ctr@mail.mil 703-697-2072	Jeanette Musil jeanette.m.musil.civ@mail.mil 703 697 2109

20.TERMS AND CONDITIONS

The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.

The following documents may be found at:
http://www.oea.gov/grants/grant-terms-and-conditions.

National Policy Requirements
General OEA Terms and Conditions
Program-Specific Terms and Conditions

Special Conditions
1. The grant period is from January 1, 2020, through June 30, 2021. Eligible costs incurred between January 1, 2020, and the date of this agreement are allowable and reimbursable.

21.AWARD PERFORMANCE GOALS

REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2020-04-30
Performance Report	Quarterly	2020-07-31
Performance Report	Quarterly	2020-10-31
Performance Report	Quarterly	2021-01-31
Federal Financial Report	Quarterly	2021-01-31
Performance Report	Quarterly	2021-04-30
Federal Financial Report	Quarterly	2021-09-30
Final Performance Report	Quarterly	2021-09-30

22.AFFIRMATION OF AWARD

By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.

FOR THE RECIPIENT

Janice P. Dilley

Name
Title County Administrator

Date Signed 2-6-20

FOR THE UNITED STATES OF AMERICA

Patrick J. O'Brien

Patrick O'Brien
Award Official

Date Signed
2020-02-05

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17431 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Award a Purchase Order for General Laboratory Services
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order, for General Laboratory Services, for Escambia County Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board authorize the County Administrator to sign a Purchase Order to ALS Group USA Corp./ALS Environmental, in the amount of $41,000. ALS Group USA Corp./ALS Environmental submitted a quote, in the amount of $35,674.50, and was found to be the lowest responsive vendor. This Purchase Order is for general laboratory analysis of the FDEP required collection of water samples by the Escambia County Water Quality Laboratory, which supports the Waste Services Department monitoring program.

The amount of the Purchase Order represents testing for both Fall 2020 and Spring 2021 testing events and also includes funding for re-testing of samples, if needed, due to possible sampling issues (i.e. contamination, re-sampling to confirm results, etc.).

Vendor/Contractor	Amount	Contract
ALS Group USA, Corp./ALS Environmental **Fund 401, Solid Waste Fund** Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services - $18,400 Cost Center 230309, Solid Waste Closed Landfills: Object Code 53401, Other Contractual Services - $21,500	$41,000	Vendor Registry Request for Quotes

Cost Center 230316, Solid Waste Recycling Object Code 53401, Other Contractual Services - $1,100		

A Request for Quotes for General Laboratory Analytical Services for the Escambia County Waste Services Department Landfills was placed in Vendor Registry, with a deadline of July 1, 2020. Vendor Registry sent 88 notifications, representing 46 firms. The Request for Quotes was downloaded by 25 of the firms notified. Four responses were received.

BACKGROUND:

Per FDEP requirement, groundwater and surface water monitoring is a requirement of the Perdido Landfill permit. For the past seven years, environmental professionals from Escambia County's Department of Natural Resources Management, Water Quality and Land Management Division have completed field work to collect water samples from the Perdido Landfill and from three closed landfills (i.e. Beulah, Klondike and Saufley Field). The Escambia County Water Quality Laboratory (ECWQL) needs certified laboratory testing to support the monitoring program, and requires a Florida certified laboratory which operates five days per week and which can respond to emergency calls within one hour from the request by the ECWQL.

A Request for Quotes for General Laboratory Analytical Services for the Escambia County Waste Services Department Landfills was placed in Vendor Registry, with a deadline of July 1, 2020. Vendor Registry sent 88 notifications, representing 46 firms. The Request for Quotes was downloaded by 25 of the firms notified. Four responses were received.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract
ALS Group USA, Corp./ALS Environmental Fund 401, Solid Waste Fund Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services - $18,400 Cost Center 230309, Solid Waste Closed Landfills: Object Code 53401, Other Contractual Services - $21,500 Cost Center 230316, Solid Waste Recycling Object Code 53401, Other Contractual Services - $1,100	$41,000	Vendor Registry Request for Quotes

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, the Waste Services Department with coordinate with the Office of Purchasing for the issuance of the Puchase Order.

Attachments

ALS Submittal
Quote Summary_Lab Services
Analytics

COST SCHEDULE

(This form to be included in quote submittal)

Quotes are due by 5:00 p.m. CST, July 1, 2020

To: Escambia County Water Quality Laboratory

In accordance with the quote for Laboratory Analytical Services for the waste services monitoring program, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks at the top of the spreadsheet). The quote includes four landfills: Perdido, Beulah, Klondike and Saufley Field. Perdido, Beulah and Klondike consist of ground water wells and surface water testing. Saufley Field is ground water testing only. Perdido and Beulah have a remedial component in addition to the permit testing which will result in separate PDF reports with some samples being shared between the permit and remedial reports. Perdido has three additional specialty sample points that result in separate, internal PDF reports for an ECUA permit.
Web based data access is also a plus.

The County expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the County and the Solid Waste permit. The scope of work shall not exceed $50,000 for fiscal year 2020/2021. For the waste services monitoring program, the number of ground water samples are estimated to be 61 and the number of surface water samples are estimated to be 16 per semi-annual cycle. The quote sheet attached is based on covering the waste services 2020 fall sampling event. Equipment, trip and filed blanks are not included on the quote but will be prices at the same method rate. This quote will also include the 2021 spring sampling event or for any emergency (expedited turn-around) or specialty sampling needs including non-aqueous testing. Any specialty testing outside this scope of work presented on the quote will be agreed upon between the ECWQL and the contract lab prior to any sampling event.

Work or final packages will consist of standard PDF reports to include both permit and remedial action reports for the Perdido and Beulah landfills, permit PDF reports for Klondike and Saufley and ADaPT electronic data deliverables to include standard batch QC and ESdat electronic data deliverables to include standard and batch QC for all four landfills. Turn-around time is 14 calendar days for standard PDF reports and 30 calendar days for ADaPT and ESdat files. Because this is compliance work under FDEP permits, any samples rendered unusable due to laboratory failure (such as but not restricted to missed hold time) will result in the contract lab re-sampling at no cost or monetary compensation for the county to perform the re-sampling.

Final due dates for all deliverables (PDF reports, ADaPT and ESdat EDDs) for all the landfills per cycle are November 1, 2020 and May 1, 2021. The County and Contractor recognize that, since the landfills operate under an FDEP permit with a due date, time is of the essence and the County will suffer a financial loss if the Work; defined as the final report package including the PDF report, ADaPT and ESdat EDD's, is not completed within the period noted above or 30 days after the last sample is taken if that date will put the due date past November or May 1st. Should the Contractor fail to complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, a 1% deduction of the total cost of any landfill Work per day overdue until the Work is delivered. To make the final due date for all Work clear, the County will give written notice to the Contractor of the date of the last sample taken per cycle.

Escambia County

Request for Quote #Waste Services-2021_Landfills

General Laboratory Analytical Services for the Escambia County Waste Services

The Escambia County Water Quality Laboratory (ECWQL) is located at 3363 West Park Place in Pensacola, Florida. The ECWQL needs certified laboratory testing to support the waste services monitoring program. The ECWQL requires a FL certified lab that operates Monday through Friday, 8:00 AM- 5:00 PM plus can respond to emergency calls within one hour from request by the ECWQL. The scope of this work will be awarded to one lab and will not split between labs other than as a back-up lab. For questions please contact Christy Draper at Email: cjdraper@myescambia.com or Call: 850-595-1873.

1. MINIMUM QUALIFICATIONS

Respondent must initial all qualifications that apply below. Failure to initial a qualification or provide requested documentation may be considered non-responsive.

a. _____ Respondent must be located or have a local partner laboratory or service center within a 1-hour drive of the landfill sample sites: Perdido, Beulah, Klondike and Saufley Landfills, in order to meet the short hold time limits of several methods required and to accommodate sampling schedules.

b. _____ Respondent, either the individual responding to this solicitation or project manager assigned to the project, must have successfully completed at least two projects of a similar nature in the past five years. Each project shall have had a project value of at least $40,000.

c. _____ Respondent must have at least five years of experience performing testing services for waste services treatment facilities.

d. _____ Respondent shall have current National Environmental Laboratory Accreditation Program (NELAP) certification and meet all state and local government requirements to provide all the requested services and tests specified but not limited to, metals, nutrients, demands, organic extractables, general parameters 1 & 2, microbiology, pesticides/herbicides/PCBs and purgeable organics.

e. _____ Respondent must provide copies of the most recent satisfactory NELAP or Department of Environmental Protection (DEP)/Department of Health (DOH) inspection of their facility. Any follow-up correspondence shall be included if any corrective action was required.

f. _____ Respondent shall employ a full time Quality Control Officer who has at least two years' experience in the quality control of laboratories to ensure National Environmental Laboratory Accreditation Program (NELAP) compliance.

g. _____ Respondent must identify all portions of the work Respondent intends to perform through subcontractors for each portion of the work (not including in-network laboratories).

Irrespective of the minimum qualifications stated above, the County may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The County reserves the right to reject any quote if the evidence submitted by such Respondent and/or the County's independent investigation of such Respondent fails to satisfy the County that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the County within the time specified.

PROPOSED SUBCONTRACTORS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors. Do not include in-network laboratories.

1. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

2. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

3. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

4. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

5. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

7/1/2020

(This form to be included in quote submittal)

COST SCHEDULE TABLE
(All costs in the Table are to be included in Quote submittal)

The Quote will be awarded to the Respondent with the lowest Total Quote Cost for Cost Schedule Table that can meet all minimum requirements listed and have minimal subcontracting.

Costs shall include, but not limited to, equipment, labor, supervision, courier service, sample kits and incidentals necessary to complete all activities specified. Unit costs are required for each applicable line item. If not applicable, please enter a zero or dash on the cost line. If a line item cost is included in another unit cost, please indicate that on the cost line. Courier or shipping both ways and disposal shall be included in the unit price. All quantities are estimates only and not guaranteed.

From attached spreadsheet please put the annual quote cost in words below.

Annual Quote Cost in Words: Thirty-five thousand, six-hundred and seventy-four dollars and fifty cents $35,674.50

*While not part of the waste services permits, please indicate a factor for non-aqueous prices differ from aqueous for any specific parameter or method in case of any specialty testing that might occur at the waste services facilities during FY 2020/2021 and any expedited turn-around surcharges (last columns of spreadsheet).

✓ Please include a copy of the most recent NELAP certification for the state of Florida.

I HEREBY ACKNOWLEDGE, as Respondent or Respondent's authorized representative that I have fully read and understand all terms and conditions as set forth in this quote and that upon award of such quote, shall fully comply with such terms and conditions.

7/1/2020
Date

ALS Environmental Laboratory, Jacksonville, FL
Respondent (firm name)

9143 Philips Hwy, Suite 200
Address

henry.pelitire@alsglobal.com
E-mail address

Signature

616.201.9618
Telephone number

HENRY Pelitire, TSR
Typed name and title

904.739.2011
Fax number

Quotation Summary_Vendor Registry/ Electronic/Hand Delivery

Quotes Received By: ___Christy Draper_____ Date: _07/01/2020_____

Description: _General Laboratory Analytical Services for the Escambia County Waste Services, Landfills, FY 2021__

Vendor Number **Vendor Name** ALS Group USA, Corp/ALS Environmental 9143 Philips Hwy. Suite 200 Jacksonville, FL Ph: (616)201-9618 **Contact:** Henry Pelitire	Vendor Number **Vendor Name** Eurofins TestAmerica 3355 McLemore Dr. Pensacola, FL 32514 Ph: (850)474-1001 **Contact:** Cheyenne Whitmire	Vendor Number **Vendor Name** Pace Analytical 8 East Ormond Circle Ormond Beach, FL Ph: (386)672-5668 **Contact:** Garrett Ervin	Vendor Number **Vendor Name** SGS North America, Inc. Vineland Road Orlando, FL 32811 Ph: (407)425-6700 **Contact:** Alison Losada	Vendor Number Vendor Name

Price Vendor 1		**Price Vendor 2**		**Price Vendor 3**		**Price Vendor 4**		**Price Vendor 5**	
Unit	**Total**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
	$35,674.50		$46,766.50		$36,884.00		$53,480.00		

VendorRegistry

Analytics

for 'General Laboratory Analytical Services for the Escambia County Waste Services, Landfills FY2021'

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18007 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application - Tonya Ellis, Mass Transit Department Director

That the Board take the following action regarding the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application:

A. Adopt the Resolution and ratify the Chairman's signature;

B. Approve the submission of the Grant Application and ratify the County Administrator's signature;

C. Approve the Grant Agreement and ratify the County Administrator's signature; and

D. Approve the designation of the County Administrator as the registered agent.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

[Funding: The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $691,171. This Grant requires a 10% match. This amount, $76,797, is budgeted in Fund 104, Cost Center 320406]

BACKGROUND:

At the June 8, 2020, Commission for the Transportation Disadvantaged business meeting, the Commission approved the recommendation for Escambia County Board of County Commissioners to continue to serve as the Community Transportation Coordinator for Escambia County. This designation will be effective July 1, 2020, through June 30, 2025.

The provided Resolution states that the Board has the authority to enter into the Grant Agreement, and authorizes the County Administrator or Assistant County Administrator to act as the Board's Registered Agents in Florida, to sign any and all assurances, warranties, certifications and any other documents which may be required in connection with the Agreement or subsequent Agreements, including but not limited to, the Trip & Equipment Grant Agreement.

The purpose of the provided Trip & Equipment Grant Agreement is to provide non-sponsored transportation trips and/or capital equipment to the non-sponsored, transportation-disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged policies.

BUDGETARY IMPACT:

The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $691,171. This Grant requires a 10% match. This amount, $76,797, is budgeted in Fund 104, Cost Center 320406.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolution, the Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant Standard Assurances, and the Transportation Disadvantaged Trip and Equipment Grant Application Form.

PERSONNEL:

No additional employees are required as a result of this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Competitive Grant Application Policy, Section II; A.6.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, the Chairman will sign the Resolution, and the County Administrator or Assistant County Administrator will sign and execute the Trip & Equipment Grant Agreement. Mass Transit staff, as the CTC, will act as liaison between the Florida Commission for the Transportation Disadvantaged and as contact person for the BCC and Escambia County transportation-disadvantaged clients/riders.

Attachments

Allocation

Commission for the Transportation Disadvantaged
Trip & Equipment Grant Allocations
FY 2020-2021

	Trip & Equipment Grant			Voluntary Dollar			Hold Harmless			
County	**Allocation**	**Local Match (10%)**	**Total Funds**	**Funding**	**Local Match (10%)**	**Total Funds**	**Funding**	**Local Match (10%)**	**Total Funds**	**2020-21 Total Funds**
Alachua	$650,821	$72,313	$723,134	$51	$6	$57	$0	$0	$0	$723,191
Baker	$227,942	$25,327	$253,269	$37	$4	$41	$31,112	$3,457	$34,569	$287,879
Bay	$463,681	$51,520	$515,201	$22	$2	$24	$0	$0	$0	$515,225
Bradford	$133,697	$14,855	$148,552	$3	$0	$3	$90,639	$10,071	$100,710	$249,265
Brevard	$1,580,812	$175,646	$1,756,458	$181	$20	$201	$0	$0	$0	$1,756,659
Broward	$4,593,446	$510,383	$5,103,829	$464	$52	$516	$0	$0	$0	$5,104,345
Calhoun	$201,090	$22,343	$223,433	$0	$0	$0	$2,764	$307	$3,071	$226,504
Charlotte	$397,085	$44,121	$441,206	$17	$2	$19	$84,622	$9,402	$94,024	$535,249
Citrus	$417,128	$46,348	$463,476	$37	$4	$41	$121,973	$13,553	$135,526	$599,043
Clay	$429,849	$47,761	$477,610	$71	$8	$79	$121,800	$13,533	$135,333	$613,022
Collier	$910,350	$101,150	$1,011,500	$93	$10	$103	$0	$0	$0	$1,011,603
Columbia	$352,353	$39,150	$391,503	$12	$1	$13	$0	$0	$0	$391,516
DeSoto	$231,978	$25,775	$257,753	$0	$0	$0	$0	$0	$0	$257,753
Dixie	$210,456	$23,384	$233,840	$1	$0	$1	$0	$0	$0	$233,841
Duval	$1,660,767	$184,530	$1,845,297	$442	$49	$491	$166,123	$18,458	$184,581	$2,030,370
Escambia	$691,065	$76,785	$767,850	$106	$12	$118	$0	$0	$0	$767,968
Flagler	$307,681	$34,187	$341,868	$83	$9	$92	$109,398	$12,155	$121,553	$463,513
Franklin	$179,455	$19,939	$199,394	$0	$0	$0	$4,481	$498	$4,979	$204,373
Gadsden	$397,029	$44,114	$441,143	$24	$3	$27	$13,887	$1,543	$15,430	$456,600
Gilchrist	$120,511	$13,390	$133,901	$0	$0	$0	$58,857	$6,540	$65,397	$199,298
Glades	$224,145	$24,905	$249,050	$0	$0	$0	$1,457	$162	$1,619	$250,669
Gulf	$198,935	$22,104	$221,039	$0	$0	$0	$19,503	$2,167	$21,670	$242,709
Hamilton	$160,778	$17,864	$178,642	$0	$0	$0	$7,395	$822	$8,217	$186,859
Hardee	$241,643	$26,849	$268,492	$0	$0	$0	$5,470	$608	$6,078	$274,570
Hendry	$366,927	$40,770	$407,697	$2	$0	$2	$0	$0	$0	$407,699
Hernando	$360,906	$40,101	$401,007	$20	$2	$22	$129,074	$14,342	$143,416	$544,445
Highlands	$467,885	$51,987	$519,872	$23	$3	$26	$0	$0	$0	$519,898
Hillsborough	$2,043,758	$227,084	$2,270,842	$186	$21	$207	$142,626	$15,847	$158,473	$2,429,522
Holmes	$215,050	$23,894	$238,944	$0	$0	$0	$44,422	$4,936	$49,358	$288,302
Indian River	$371,401	$41,267	$412,668	$22	$2	$24	$45,941	$5,105	$51,046	$463,738
Jackson	$442,520	$49,169	$491,689	$27	$3	$30	$0	$0	$0	$491,719
Jefferson	$206,852	$22,984	$229,836	$4	$0	$4	$8,799	$978	$9,777	$239,617
Lafayette	$154,293	$17,144	$171,437	$0	$0	$0	$9,059	$1,007	$10,066	$181,503
Lake	$734,191	$81,577	$815,768	$111	$12	$123	$51,247	$5,694	$56,941	$872,832
Lee	$930,039	$103,338	$1,033,377	$680	$76	$756	$344,300	$38,256	$382,556	$1,416,689
Leon	$547,783	$60,865	$608,648	$121	$13	$134	$0	$0	$0	$608,782
Levy	$413,817	$45,980	$459,797	$22	$2	$24	$0	$0	$0	$459,821
Liberty	$267,952	$29,772	$297,724	$0	$0	$0	$0	$0	$0	$297,724
Madison	$238,041	$26,449	$264,490	$0	$0	$0	$0	$0	$0	$264,490
Manatee	$651,551	$72,395	$723,946	$115	$13	$128	$96,415	$10,713	$107,128	$831,202
Marion	$854,091	$94,899	$948,990	$95	$11	$106	$0	$0	$0	$949,096
Martin	$324,301	$36,033	$360,334	$49	$5	$54	$65,126	$7,236	$72,362	$432,750
Miami-Dade	$6,951,485	$772,387	$7,723,872	$1,333	$148	$1,481	$0	$0	$0	$7,725,353
Monroe	$371,023	$41,225	$412,248	$40	$4	$44	$0	$0	$0	$412,292
Nassau	$316,009	$35,112	$351,121	$9	$1	$10	$0	$0	$0	$351,131
Okaloosa	$567,105	$63,012	$630,117	$56	$6	$62	$0	$0	$0	$630,179
Okeechobee	$243,040	$27,004	$270,044	$0	$0	$0	$0	$0	$0	$270,044
Orange	$2,455,686	$272,854	$2,728,540	$795	$88	$883	$551,457	$61,273	$612,730	$3,342,152
Osceola	$1,094,660	$121,629	$1,216,289	$4	$0	$4	$0	$0	$0	$1,216,293
Palm Beach	$3,129,588	$347,732	$3,477,320	$965	$107	$1,072	$617,276	$68,586	$685,862	$4,164,254
Pasco	$722,131	$80,237	$802,368	$166	$18	$184	$155,736	$17,304	$173,040	$975,592
Pinellas	$3,632,904	$403,656	$4,036,560	$190	$21	$211	$114,242	$12,694	$126,936	$4,163,707
Polk	$1,334,687	$148,299	$1,482,986	$236	$26	$262	$0	$0	$0	$1,483,248
Putnam	$428,717	$47,635	$476,352	$52	$6	$58	$0	$0	$0	$476,410
Saint Johns	$533,571	$59,286	$592,857	$114	$13	$127	$79,662	$8,851	$88,513	$681,497
Saint Lucie	$566,748	$62,972	$629,720	$27	$3	$30	$217,382	$24,154	$241,536	$871,286
Santa Rosa	$432,546	$48,061	$480,607	$23	$3	$26	$0	$0	$0	$480,633
Sarasota	$895,536	$99,504	$995,040	$181	$20	$201	$392,236	$43,582	$435,818	$1,431,059
Seminole	$911,879	$101,320	$1,013,199	$192	$21	$213	$54,511	$6,057	$60,568	$1,073,980
Sumter	$294,050	$32,672	$326,722	$22	$2	$24	$122,471	$13,608	$136,079	$462,824
Suwannee	$247,175	$27,464	$274,639	$1	$0	$1	$0	$0	$0	$274,640
Taylor	$312,431	$34,715	$347,146	$6	$1	$7	$0	$0	$0	$347,153
Union	$97,857	$10,873	$108,730	$0	$0	$0	$86,574	$9,619	$96,193	$204,923
Volusia	$1,251,951	$139,106	$1,391,057	$61	$7	$68	$146,828	$16,314	$163,142	$1,554,267
Wakulla	$210,946	$23,438	$234,384	$1	$0	$1	$0	$0	$0	$234,385
Walton	$406,542	$45,171	$451,713	$2	$0	$2	$0	$0	$0	$451,715
Washington	$234,113	$26,013	$260,126	$2	$0	$2	$7,061	$785	$7,846	$267,974
TOTALS	**$52,216,435**	**$5,801,828**	**$58,018,263**	**$7,596**	**$840**	**$8,436**	**$4,321,925**	**$480,217**	**$4,802,142**	**$62,828,841**

4/15/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18185 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Change Order Number 4 to Purchase Order 201026 to Southern Tires
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #4 to Southern Tires for the Mass Transit Departments Fleet Maintenance Tire Replacement - Tonya Ellis, Mass Transit Department Director

That the Board approve and authorize the County Administrator to execute Change Order #4 to Southern Tires, adding funds for the Purchase of Tires for the Mass Transit Fleet.

Department:	Mass Transit
Division:	Fleet Maintenance
Type:	Addition
Amount:	$40,000
Vendor:	Southern Tires
Project Name:	N/A
Contract:	25172500-19-ACS
Purchase Order #:	201026
Original Award Amount:	$10,000
Change Order # 1:	$20,000
Change Order # 2:	$10,000
Change Order # 3:	$7,563.40
Change Order # 4 (This Request):	$40,000
Total:	$87,563.40

On October 3, 2019, the Board authorized the issuance of Purchase Orders to Southern Tires up to $75,000 (split over multiple Mass Transit Cost Centers). It has been determined that $75,000 will not be enough to cover Tire Purchases to finish out Fiscal Year 2019/2020.

[Funding: Funds are available in Fund 104, Mass Transit, Cost Center 320401, Mass Transit Operations]

BACKGROUND:

On October 3, 2019, the Board authorized the issuance of Purchase Orders to Southern Tires up to $75,000 (split over multiple Mass Transit Cost Centers). It has been determined that $75,000 will not be enough to cover Tire Purchases to finish out Fiscal Year 2019/2020.

In Fiscal Year 2018/2019, the Mass Transit Department spent a total of $112,000 on tires.

BUDGETARY IMPACT:

Funds are available in Fund 104, Mass Transit, Cost Center 320407, Fleet Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code or Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for Processing.

Attachments

PO and Change Orders

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	426199	Vendor Name:	Southern Tires		
Project Number:		P.O. Number:	201026	C.O. Number	4
Department:	ECAT	P.D. Number:		Date:	07/02/20

Notes for Modifying the Scope of Award:

CO-1 Increase Cost center 320401, object code 55201 in the amount of $20,000.00 to cover ECAT bus tires

CO-2 Increase cost center 320401, object code 55201 in the amount of $10,000.00 to cover ECAT bus tires; money moved from PO200810 and PO200811 Collectively Southern Tire has $72,000.00 (including this CO) (PO200810 $17,000 PO200811 $13,000 PO201258 $2,000)

CO-3 Increase cost center 320401, object code 53404 in the amount of $7563.40 as PO numbers 201324 ($1807.69), 200811 ($4626.66), and 201258 ($1129.05) have been closed to allow PO dollars to pay for current invoices and get board approval for more for this vendor

CO-4 Increast cost center 320401, object code 53404 in the amount of $40,000.00 for tires for the remainder of FY20 for all tires county, ECCT, and ECAT maintenance

Previous PO Total Dollars:	$	74,000.00
Net Dollars for this change:	$	40,000.00
New PO Total Dollars:	$	114,000.00

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Subtracting Dollars to Line Item No:					
Adding Dollars to Line Item No:	1		+		$40,000.00

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)

Previous Purchase Order Total Dollars:	$74,000.00
Net Dollars added or subtracted:	$40,000.00
New Purchase Order Total Dollars:	$114,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320401	53404		+	$40,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 07/02/20

Contract Administrator's Certification & Approval: Gwiedeman **Date:** 07/02/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 07/02/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Mass Transit Department:

A.	**Auto, Truck, & Industrial - NAPA** Vendor Number: 015006 Bus Parts Contract Number: Blanket Purchase Order Fund: 104 Cost Centers: 320404, 320406, and 320407/54606	**$65,000**
B.	**Auto, Truck, & Industrial - NAPA** Vendor Number: 015006 Lubricants and Grease Contract Number: PD 18-19.038 Fund: 104 Cost Centers: 320401 and 320407/55204	**$50,000**
C.	**Southern Tires** Vendor Number: 426199 Tires Contract Number: State Contract 25172500-19-ACS Fund: 104 Cost Center: 320404, 320406, 320407	**$75,000**
D.	**Ward International** Vendor Number:230582 Bus Parts Contract Number: Blanket Purchase Order Fund: 104 Cost Center: 320407, 320403	**$120,000**
E.	**Gillig, Inc.** Vendor Number: 071399 Bus Parts Contract Number: Proprietary/Blanket Fund: 104 Cost Center: 320407	**$105,000**

Continued on Page 41

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	426199	Vendor Name:	Southern Tires		
Project Number:		P.O. Number:	201026	C.O. Number	3
Department:	ECAT	P.D. Number:		Date:	07/02/20

Notes for Modifying the Scope of Award:

CO-1 Increase Cost center 320401, object code 55201 in the amount of $20,000.00 to cover ECAT bus tires

CO-2 Increase cost center 320401, object code 55201 in the amount of $10,000.00 to cover ECAT bus tires; money moved from PO200810 and PO200811 Collectively Southern Tire has $72,000.00 (including this CO) (PO200810 $17,000 PO200811 $13,000 PO201258 $2,000)

CO-3 Increase cost center 320401, object code 53404 in the amount of $7563.40 as PO numbers 201324 ($1807.69), 200811 ($4626.66), and 201258 ($1129.05) have been closed to allow PO dollars to pay for current invoices and get board approval for more for this vendor

Previous PO Total Dollars:	$	40,000.00
Net Dollars for this change:	$	7,563.40
New PO Total Dollars:	$	47,563.40
Vendor PO total dollars:	$	74,000.00

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Subtracting Dollars to Line Item No:					
Adding Dollars to Line Item No:	1		+	Amount:	$7,563.40

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$40,000.00
Net Dollars added or subtracted:	$7,563.40
New Purchase Order Total Dollars:	$47,563.40
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320401	53404		+	$7,563.40

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 07/02/20

Contract Administrator's Certification & Approval: Gwiedeman **Date:** 07/02/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 07/02/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: | Vendor Name:
Project Number: | P.O. Number: | C.O. Number
Department: | P.D. Number: | Date:

CO-1 Increase Cost center 320401, object code 55201 in the amount of $20,000.00 to cover ECAT bus tires

CO-2 Increase cost center 320401, object code 55201 in the amount of $10,000.00 to cover ECAT bus tires; money moved from PO200810 and PO200811

Collectively Southern Tire has $72,000.00 (including this CO) (PO200810 $17,000 PO200811 $13,000 PO201258 $2,000)

Previous PO Total Dollars:	$	30,000.00
Net Dollars for this addition:	$	10,000.00
New PO Total Dollars:	**$**	**40,000.00**
PO200810	$	17,000.00
PO200811	$	13,000.00
PO201258	$	2,000.00
	$	**72,000.00**

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No: 1 | Quantity Adjustment: + | Amount: $10,000.00
Adding Dollars to Line Item No: | Quantity Adjustment: | Amount:

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)

Previous Purchase Order Total Dollars:	$30,000.00
Net Dollars added or subtracted:	$10,000.00
New Purchase Order Total Dollars:	$40,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320401	55201		+	$10,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 03/04/20

Contract Administrator's Certification & Approval: Wiedeman **Date:** 03/04/20

Office of Purchasing Review Agent: _____ **Date:**

Department Director: Tonya Ellis **Date:** 03/04/20

County Administrator's Approval: _____ **Date:**

F0020 (Revised 1/31/2008)

PURCHASE ORDER NO. 201026-2

CHANGE DATE: 03/17/20

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
426199
SOUTHERN TIRE MART LLC
800 HWY 98
COLUMBIA MS 39429

SHIP TO
ESCAMBIA COUNTY AREA TRANSIT
1515 W FAIRFIELD DR

PENSACOLA, FL 32501

ATTN: MARIANNE KURTZ 850.595.3225

ORDER DATE: 12/05/19	BUYER: PURCHASING MANAGER	REQ. NO.: 20000889	REQ. DATE: 11/25/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CO-1 Increase Cost center 320401, object code 55201 in the amount of $20,000.00 to cover ECAT bus tires CO-2 Increase cost center 320401, object code 55201 in the amount of $10,000.00 to cover ECAT bus tires; money moved from PO200810 and PO200811 Collectively Southern Tire has $72,000.00 (including this CO) (PO200810 $17,000 PO200811 $13,000 PO201258 $2,000) Previous PO Total Dollars: $30,000.00 Net Dollars for this change: $10,000.00 New PO Total Dollars: $40,000.00 PO200810 $17,000.00 PO200811 $13,000.00 PO201258 $2,000.00 Vendor TOTAL $72,000.00		
01	.00		BLANKET PURCHASE ORDER FOR TIRES FOR ECAT FLEET FY20 10/1/19-9/30/20	10000.0000	10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	320401	53404	.00	
01	320401	55201	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	426199	Vendor Name:	Southern Tire LLC		
Project Number:		P.O. Number:	201026	C.O. Number	1
Department:	ECAT	P.D. Number:		Date:	12/19/19

Notes for Modifying the Scope of Award:

CO-1 Increase cost center 320401, object code 55201 in the amount of $20,000.00 to cover ECAT bus tires.

Previous PO Total Dollars:	$	10,000.00
Net Dollars for this addition:	$	20,000.00
New PO Total Dollars:	$	30,000.00

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No:	1	Quantity Adjustment:	+	Amount:	$20,000.00
Adding Dollars to Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$10,000.00
Net Dollars added or subtracted:	$20,000.00
New Purchase Order Total Dollars:	$30,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320401	55201		+	$20,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 12/19/19

Contract Administrator's Certification & Approval: Gwiedeman **Date:** 12/19/19

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 12/19/19

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

PURCHASE ORDER NO. 201026-1

CHANGE DATE: 01/24/20

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
426199
SOUTHERN TIRE MART LLC
800 HWY 98
COLUMBIA MS 39429

SHIP TO
ESCAMBIA COUNTY AREA TRANSIT
1515 W FAIRFIELD DR

PENSACOLA, FL 32501
ATTN: MARIANNE KURTZ 850.595.3225

ORDER DATE: 12/05/19	BUYER: PURCHASING MANAGER	REQ. NO.: 20000889	REQ. DATE: 11/25/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CO-1 Increase cost center 320401, object code 55201 in the amount of $20,000.00 to cover ECAT bus tires. Previous PO Total Dollars: $10,000.00 Net Dollars for this addition: $20,000.00 New PO Total Dollars: $30,000.00 Collectively Souther Tire has $70,000.00 (including this CO) (PO200810 $20,000 PO200811 $20,000)		
01	.00		BLANKET PURCHASE ORDER FOR TIRES FOR ECAT FLEET FY20 10/1/19-9/30/20	20000.0000	20,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	320401	53404	.00	
01	320401	55201	20,000.00	

PAGE TOTAL $	20,000.00
TOTAL $	20,000.00

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18192 **County Administrator's Report 11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Supplemental Budget Amendment #166 - Emergency Management Performance Grant, COVID-19 Supplemental
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #166, Jason Rogers, Public Safety Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110), in the amount of $19,949, to recognize proceeds from the State of Florida Division of Emergency Management (FDEM) Federally-funded Subaward and Grant Agreement G0137, Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S), and to appropriate these funds to assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021.

BACKGROUND:

On July 16, 2020, it is anticipated the Board will approve the State of Florida Division of Emergency Management (FDEM) Federally-funded Subaward and Grant Agreement G0137, Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S). These funds will assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by $19,949.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenues must be approved by the Board per F.S. 129.06.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #166

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County was awarded a Federally-funded Subaward and Grant Agreement (#G0137) by the State of Florida, Division of Emergency Management (FDEM). Funds are to be used to support planning and operational readiness for COVID-19 preparedness and response. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
110/Other Grants & Projects	EMPG-S	331296 (new)	19,949
Total			**$19,949**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
110/Other Grants & Projects	330485/EMPG-S (new)	55101/Office Supplies	7,949
110/Other Grants & Projects	330485/EMPG-S (new)	55201/Operating Supplies	12,000
Total			**$19,949**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted
Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.07.02 15:05:34 -05'00'

OMB Approved

Supplemental Budget Amendment
#166

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18201 **County Administrator's Report 11. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Supplemental Budget Amendment #167 - Office of Economic Adjustment, Department of Defense, Compatible Use and Joint Land Use Studies Grant
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #167, OEA Grant Appropriation, Horace Jones, Development Services Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #167, Other Grants and Projects Fund (110), in the amount of $225,000, to recognize proceeds from the Office of Economic Adjustment (OEA), Department of Defense, and to appropriate these funds for the Naval Air Station Compatible Use and Joint Land Use Studies project.

BACKGROUND:

On July 16, 2020, it is anticipated the Board will accept a Grant from Office of Economic Adjustment (OEA), Department of Defense, in the amount of $225,000. The Grant proceeds, along with the required 10% match, will be used to fund the Naval Air Station Compatible Use and Joint Land Use Studies project. The 10% match will be provided by Development Services in the form of in-kind contributions such as hosting, advertising, and arranging meetings.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by $225,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenues must be approved by the Board per F.S. 129.06 - Execution and amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Supplemental Budget Amendment #167

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County was awarded grant funds by the Office of Economic Adjustment, Department of Defense, for the Naval Air Station 2020 Compatible Use Plan. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	**Account Name**	**Account Code**	**Amount**
110/Other Grants & Projects	OEA Compatible Land Use Grant	(new)	225,000
Total			**$225,000**

Fund Name	**Cost Center Code/Title**	**Account Code/ Appropriations Title**	**Amount**
110/Other Grants & Projects	OEA Compatible Land Use/(new)	53101/Professional Services	225,000
Total			**$225,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.07.06 10:47:03 -05'00'

OMB Approved

Supplemental Budget Amendment
#167

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18202 **County Administrator's Report 11. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Supplemental Budget Amendment #168 - Interlocal Cost Sharing Agreement with ECUA for Beach Haven Northeast Drainage & Sanitary Sewer Project Phase 2
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #168, J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, Local Option Sales Tax IV (Fund 353), in the amount of $1,757,418, to recognize proceeds to be received from Emerald Coast Utilities Authority (ECUA) for an Interlocal Cost Sharing Agreement, and appropriate these funds for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2.

BACKGROUND:

Escambia County and ECUA entered a cost sharing Agreement to share the construction cost of Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2. Construction for Phase 2 is estimated to be $10.3 million, and ECUA's contribution per the Interlocal Agreement is $1,757,418.

BUDGETARY IMPACT:

This Amendment will increase Fund 353 by $1,757,418.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Supplemental Budget Amendment #168

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has entered into an Interlocal Cost Sharing Agreement with ECUA for the Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Local Option Sales Tax IV	353		
Fund Name	**Fund Number**		
Fund Name	**Account Name**	**Account Code**	**Amount**
353/Local Option Sales Tax IV	ECUA Contribution-Capital Project	337302	$1,757,418
Total			$1,757,418

Fund Name	**Cost Center Code/Title**	**Account Code/ Appropriations Title**	**Amount**
353/Local Option Sales Tax IV (Beach Haven Northeast Drainage & Sewer)	210106/Transportation & Drainage Project #19EN0452	56301/Improvements Other than Buildings	$1,757,418
Total			$1,757,418

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.07.06 10:48:17 -05'00'

OMB Approved

Supplemental Budget Amendment
#168

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18168 **County Administrator's Report 11. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: State-Funded Subaward and Grant Agreement Number A0114 (EMPA)
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management State-Funded Subaward and Grant Agreement Number A0114 - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subaward and Grant Agreement Number 0114:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Subaward and Grant Agreement providing funds, in the amount of $105,806, to assist in enhancing daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period of July 1, 2020, through June 30, 2021;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant while certifying the following:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursement and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

(U.S. Code Title 18, Section 1001 and Title 21 Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (18) Mandated Conditions and Other Laws, Subsection (b) that "This Agreement shall be construed under the State of Florida, and venues for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330405]

BACKGROUND:

The State of Florida created the Emergency Management Preparedness and Assistance (EMPA) Grant in 1993 to provide funding to local governments and other service organizations to improve disaster preparedness and public education. This Grant is providing funds, in the amount of $105,806, for Fiscal Year 2020-2021, with a Contract period of July 1, 2020, through June 30, 2021.

BUDGETARY IMPACT:

The Grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management with an indirect match requirement: "at the amount either equal to the average of the previous three years' level of County general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last Fiscal Year, whichever is lower." "Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside of the local emergency management agency" as defined by Section 252.38, Florida Statutes, "shall not be included in determining the level of County funding of the Recipients' Emergency Management Agency."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require Board approval for Grant Agreements.

IMPLEMENTATION/COORDINATION:

Eric Gilmore, Division of Emergency Management Manager, will oversee implementation upon approval of the Agreement. This Grant is being coordinated with FDEM.

Attachments

EMPA AGreement #0114

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CSFA Number(s): 31.063 Agreement Number: A0114

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANTS

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin July 1, 2020 upon execution by both parties and shall end on June 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost-reimbursement Agreement, subject to the availability of funds.

(b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

(c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A). The maximum reimbursement amount for the entirety of this Agreement is $105,806.00.

(d) The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

i The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

(e) The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in the Quarterly Reports (Attachment A (3)).

(6) MONITORING

(a) Recipient is responsible for and shall monitor its performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(d) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions

noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

(a) Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or

partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days, provide written notice to the Recipient and upon the Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient , it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient .

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

(b) As required by 2 C.F.R. §200.318(i), the Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. §200.318(b), the Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days.

Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

(f) The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319(a), the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

(k) The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

(l) For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2 – Funding Sources

Exhibit 3 – Single Audits

Exhibit 4 – 27P-19 Administrative Code – EM Director or Part-Time Coordinator Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Response Capabilities

Attachment G – Hurricane Retrofit Shelter

Attachment H – Recovery Capabilities

Attachment I – Reporting Forms

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Teresa Warner Division of Emergency Management 2555 Shumard Oak Blvd., Suite 330C Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.Warner@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

(d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name: Brad Hattaway
Title: Emergency Management Planning Coordinator
Address: 6575 North "W" Street Pensacola, Florida 32505
Phone: 850-471-6400
Email: BCHATTAW@myescambia.com

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a

reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with (thirty) 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for each intended subcontractor which Recipient plans to fund under this

Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(j) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political division granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(b) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(20) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE

OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

(d) If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(22) ASSURANCES

(a) The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

(c) Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Attachment A(2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

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 CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

STATE FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry, BCC Chair

(Name and Title)

Date: _____

59-6000598

Federal Identification Number

07-507-9673-0000

DUNS Number

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/22/20

A0114

Agreement Number

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

(Jared Moskowitz, Division Director)

Date: _____

FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by the Division to the Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from Division per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(a) The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet (Attachment A(2)) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within 30 days after the Division has notified the Recipient of such non-compliance.

(a) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(b) The Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(c) The Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 2 – FUNDING SOURCES

I. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Recipient's Name:	Escambia County
Recipient's unique entity identifier (DUNS):	07-507-9673-0000
Federal Award Identification Number (FAIN):	
Award Date:	July 01, 2020
Subaward Period of Performance Start and End Date:	July 01, 2020 to June 30, 2021
Amount of State Funds Obligated by this Agreement:	$105,806.00
Florida Accountability Contract Tracking System (see FACTS):	Section 215.97, Florida Statutes of Florida Single Audit; note if the resources awarded to the recipient represent more than one State Project, provide the same information shown below for each State Project and show total. State Financial Assistance Awarded that is subject to section 215.97, Florida Statutes.
Name of Awarding Agency:	Florida Division of Emergency Management
Name of Pass-Through Entity:	N/A
Contact Information for Awarding Official of Pass-Through Entity:	Teresa Warner/ 850-815-4351
Catalog of State Financial Assistance (CSFA) Number:	31.063
Catalog of State Financial Assistance (CSFA) Name:	Emergency Management Preparedness and Assistance Grant
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	N/A

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:
1. 2 C.F.R. 200 Uniform Administrative Requirements for Federal Grants

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Rule 27-P, Florida Administrative Code
2. Section 215.97, Section 215.971, Section 252.371-373, and Florida Statutes
3. Reference Guide for State Expenditures

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: N/A

FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Recipient: Escambia County	
FEIN: 596000598	**Sub- Recipient's Fiscal Year:** 10/1 - 9/30
Contact Name: Tammy Plant	**Contact's Phone:** (850) 595-4839
Contact's Email: tplant@escambiaclerk.com	

1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☒Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☒Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did **Recipient** expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☒Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☒Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.

T Plant	6-16-2020
Signature of Authorized Representative	**Date**
Tammy Plant	Senior Accounting Supervisor
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 4 – 27-19 FLORIDA ADMINISTRATIVE CODE
EM DIRECTOR OR PART – TIME COORDINATOR CERTIFICATION

In accordance with the 2020-2021 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2020 and shall end on June 30, 2021, and to remain consistent with Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator, in their efforts to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations.

Pursuant to Rule 27P-19.004, Florida Administrative Code, if the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

I, Steven Barry (Name) certify compliance with the aforementioned requirements for the 2020-2021 Emergency Management Preparedness and Assistance grant program.

Escambia County BCC (Recipient) has employed a Full-time (EM Director or an EM Coordinator) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Steven Barry also certify that I am the official representative for Escambia County BCC (Recipient) and have authority to bind Escambia County BCC (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Steven Barry

Title: BCC Chair

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY _____
DEPUTY CLERK

Date: _____

Phone/Email: 850-595-4950/district5@myescambia.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: _____

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

Recipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Recipient shall provide all necessary personnel, materials, services, and facilities, except otherwise provided herein, to carry out the program. Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

The intent of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by section 252.373, Florida Statutes. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration.

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. RECIPIENT RESPONSIBILITIES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND QUARTERLY DELIVERABLES
The Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the Grant Manager's email address provided in Subparagraph 15(b) as stated in the scope of work. The Recipient must also provide a certification of completion on the deliverable checklist.

TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT STAFF

Each County Emergency Management Agency must annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

Pursuant to section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least twenty (20) hours a week in that capacity; or,
- A full-time director

In order to demonstrate successful completion of all required tasks for Quarter 1, the Recipient must submit the following items in the Division's SharePoint portal or WebEOC:

DELIVERABLES:

- **The Division Exhibit 4,** certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code each quarter;
- **The Division Form 4** – Staffing Detail and position descriptions for funded emergency management staff;
- A **Quarterly Report** as outlined in Quarterly Reports (Attachment A(3)); and
- The full-time Emergency Management Director's or part-time Coordinator's **certified timesheets** or paystubs.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Submit – Updates Only	Submit – Updates Only	Submit – Updates Only

Supporting Documentation: invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for this quarter.

TASK 2: LOCAL BUDGET MATCH CERTIFICATION

A. QUARTERLY MATCH

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower."

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by section 252.38, Florida Statutes., shall not be included in determining the "level of county funding of the County Emergency Management Agency.' "

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction.

DELIVERABLES:

- The Division Form 3 - Local Budget Match Certification;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;
- A copy of the local EM general revenue expenditure (general ledger) report.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Submit – Updates Only	Submit – Updates Only

TASK 3: RESPONSE CAPABILITIES

A. SITE IDENTIFICATION DATA/LOCATIONS AND HURRICANE SHELTER RETROFIT

Throughout the period of this Agreement, the Recipient must maintain current county emergency management and other contacts through the Division's SharePoint including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;

The Recipient must maintain SharePoint site identification data including location and attribute information for fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;

The Recipient must maintain WebEOC site identification location and attribute information of all pre-identified County Staging Areas (CSAs) and County Points of Distribution (PODs), and;

The Recipient must complete, and upload Hurricane Shelter Retrofit information in WebEOC portal in accordance with Florida's statewide Hurricane Shelter Space Deficit Elimination program.

DELIVERABLES:

- Attachment F - The Recipient must maintain current county emergency management and other contacts through the Division's SharePoint including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;
- Attachment F - Maintain site data in SharePoint including location and attribute information for all fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;
- Attachment F - Maintain site data in WebEOC including location and attribute information for all pre-identified sites for County Staging Areas (CSAs) and County Points of Distribution (PODs);
- Attachment G - Complete the Hurricane Shelter Retrofit items A-G in the worksheet provided no later than **March 31, 2021** and upload into WebEOC.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Submit – Updates Only

TASK 4: RECOVERY CAPABILITIES

A. DISASTER RECOVERY CENTER LOCATIONS

Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

DELIVERABLES

- Attachment H – Support of Recovery capabilities (Attachment H), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	N/A	Deliverables Due

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime, and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel Cost - Rules 27P-11.004, 27P-11.0061, Florida Administrative Code:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least twenty (20) hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible **"Operational Cost"** items include, but are not limited to:

- **Salaries and Fringe Benefits**
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card

statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. EQUIPMENT

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.

- In order to receive payment for successfully conducting a workshop, the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor

Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

  Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

An Improvement Plan; and,
A roster of participants.

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS
Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

D. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:

In the case of any potential or actual noncompliance, The Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient refuses to correct the matter, Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

FY 2020 – 2021 EMPA AGREEMENT
ATTACHEMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: **ESCAMBIA COUNTY**
AGREEMENT: **A-0114**

1. PLANNING	$0.00
2. ORGANIZATION	$105,806.00
3. EQUIPMENT	$0.00
4. TRAINING	$0.00
5. EXERCISE	$0.00
6. MANAGEMENT AND ADMINISTRATION	$0.00
7. TOTAL AWARD	$105,806.00

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			**$0.00**
Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Supplies			**$0.00**
Travel/per diem related to planning activities			**$0.00**
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)	**Brad Hattaway Chris Holloman Travis Tompkins**	**$42,141.67 $32,415.67 $31,248.66**	**$105,806.00**

Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Utilities (electric, water and sewage)			**$0.00**
Service/Maintenance agreements			**$0.00**
Office Supplies/Materials			**$0.00**
IT Software Upgrades			**$0.00**
Memberships			**$0.00**
Publications			**$0.00**
Postage			**$0.00**
Storage			**$0.00**
TOTAL ORGANIZATION EXPENDITURES			**$105,806.00**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
			$0.00
Information technology			
			$0.00
Cybersecurity enhancement equipment			
			$0.00
Interoperable communications equipment			
			$0.00
Detection Equipment			
			$0.00
Power equipment			
			$0.00
CBRNE Reference Materials			
			$0.00
CBRNE Incident Response Vehicles			
			$0.00
Physical Security Enhancement Equipment			
			$0.00
Logistics			
			$0.00
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			$0.00
TOTAL EQUIPMENT EXPENDITURES			**$0.00**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**

Salaries and Fringe Benefits (EM Personnel)			**$0.00**
Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Develop, Deliver Training			**$0.00**
Workshops and Conferences			**$0.00**
Certification/Recertification of Instructors			**$0.00**
Travel			**$0.00**
Supplies			**$0.00**
Overtime and Backfill			**$0.00**
TOTAL TRAINING EXPENDITURES			**$0.00**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)			**$0.00**
Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			**$0.00**
Exercise Planning Workshop			**$0.00**
Travel			**$0.00**
Supplies			**$0.00**
Overtime and Backfill			**$0.00**
TOTAL EXERCISE EXPENDITURES			**$0.00**
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)			**$0.00**
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			**$0.00**
TOTAL EXPENDITURES			**$105,806.00**

REVISION DATE: 6/1/2020

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide the Division with full support documentation for the quarterly financial reports.

A. The Recipient must provide the Division with supporting documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.

B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.

C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2020**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.

D. In a format provided by the Division, Form 4 - Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2020,** or along with 1st quarter reimbursement submission, whichever occurs first.

E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2021**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

NO ADVANCE PAYMENT REQUESTED **Check here: _____** **Payment will be solely on a reimbursement basis. No Additional information is required.**
ADVANCE REQUESTED **Check here: _____** **Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Recipient would not be able to operate the program without this advance.**

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION

For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary, and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title Division Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

FY 2020-2021 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

(1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (8:00 am) to (5:00 pm).

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

FY 2020-2021 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8)

by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT F – RESPONSE CAPABILITIES

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org.

From the Portal main page, click "County Links", then pulldown and select "Update County Contacts."

This information includes the following but not limited to:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts

WebEOC Site Identification - The Recipient shall upload current Site Data to WebEOC available at https://eoc.floridadisaster.org. WebEOC site Identification data includes:

- Through the SERT County Emergency Sites Board via the State's WebEOC Instance or through your local instance if you are subscribed to this Board - location and attribute information of all pre-identified --
  - County Staging Areas (CSAs)
  - County Points of Distribution (PODs)

Attribute information shall include at a minimum: Site Name, Site Type, Site Address, Full Address with Latitude/Longitude in decimal degrees, Primary Contact (name, e-mail, and phone) Secondary Contact (name, e-mail, and phone). Site address shall be mapped by clicking on Map icon to verify address.

The following Site Information is optional:

- Picture attachment of Site.
- Comments regarding access, transportation routes or any planning information.

SITE SUGGESTIONS:

County Staging Areas (CSAs)

- Sites should be located adjacent to a major highway and have the ability to establish safe one-way traffic through the compound and reasonably secured. County Staging Areas must also be located in a region that can support countywide relief operations.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

County Point of Distribution (PODs)

- PODs should not be nearby a business that has water and food for sale.
- Counties should focus on placing PODS in outlying areas where these types of stores are not located in-order to ensure that resources are available in those areas.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT G – HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet is available on Web EOC for reference and is found on the board titled SESP Inventory.

A. Please review your County's page on the SESP Inventory WebEOC board. Please review all the information and check your pet friendly shelter column for accuracy. If corrections are needed please type them in the notes box on the WebEOC page itself. If no changes are needed, please add the date reviewed in the notes box. (e.g. Reviewed 3/31/2021).

B. Do you know of any new public buildings planned or under construction? (If so, please list).

C. Are new public schools planned or under construction? Will any be EHPA? If not, do you anticipate providing a waiver? (If so, please list anticipated new schools and EHPA status).

D. Do you have any public schools or public buildings that you would like surveyed to add to your shelter inventory or to the Retrofit Report for potential funding? (If so, please list).

E. Do you have enough special needs space now and for the next 5 years? (If not, please comment here or upload your plan).

F. Do your special needs shelters have an alternate source for power? Will the power source also run cooling? (If not, please comment here or upload your plan).

G. How do you communicate and coordinate with your school boards, state colleges, universities and shelter partners? When was the last time you reviewed your shelter plan and policy with your shelter partners?

FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT H– RECOVERY CAPABILITIES

The following recommendations should be considered when identifying potential Disaster Recovery Center (DRC) locations:

1. Locations must be large enough for the needs of the situation (number of agencies and clients anticipated in the DRC). This may vary from a location identified as small as 1500 square feet for a small DRC to more than 5000 square feet for a large DRC. It is good to identify a variety of possible locations of different sizes within the county. The size of a DRC will vary dependent upon the number of anticipated applicants to be served within the community.

DRC Size Chart	
Small:	1500-3499 sq. ft.
Medium:	3500-4999 sq. ft
Large:	5000 sq. ft-Above

2. Consider locations that do not require a fee to use the facility and FEMA generally only pays for utilities or phone line installation. If a written agreement is made prior to occupancy, then FEMA will take responsibility for the utilities or other payments to a facility.
3. Facilities should have heat, electricity, good lighting, potable water, rest rooms, and adequate parking.
4. All locations should be compliant with the Americans with Disabilities Act of 1990, to ensure access to all individuals, including individuals with disabilities and others with access and functional needs.
5. Appropriate emergency fire & medical support should be quickly available to the location.
6. Preferably when a DRC is established, the first seven (7) days should be without interruption from prior commitments (e.g. basketball games, weddings, parties, meetings, etc.). It is also important to understand that a DRC may need to remain operational for a minimum of thirty (30) days or longer.
7. The location's owner must be willing to allow FEMA to install telephone lines and/or internet service if necessary.
8. Facilities should be available from 7:30am-7:00pm daily, Monday through Saturday, and possibly on Sundays and holidays.

ADDITIONAL CONSIDERATIONS

1. When possible, DRC facilities should be centrally located in a community to minimize travel time. Consideration must be given to the most vulnerable population. Where applicable, DRCs should be established on a public transportation route. The public should generally be familiar with the location and Custodial support should be available at the facility.
2. If necessary, the parking lot should be able to temporarily accommodate a Mobile Communication Office Vehicle (MCOV) (60'long x 20'wide) with an unobstructed view of the south-western sky for satellite connectivity.
3. Does the occupancy of the facility have any Environmental Planning and Historic Preservation (EPH) considerations that need to be addressed? (e.g. special flood hazard area, Historical site, etc.)

FY 2020-2021 EMPA AGREEMENT
DISASTER RECOVERY CENTER BASIC REQUIRMENTS

PHYSICAL LOCATION:

Name: _____
Physical Address (no PO Box): _____
_____
City: _____ County: _____ State: _____ Zip_____
GPS: LAT _____ LONG _____
Directions/Landmarks: _____
_____
_____
_____

CONTACT PERSONS (POC):

Facility Point Of Contact: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

After hours POC: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Alternative POC: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Emergency Management Director: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

SITE CHARACTERISTICS:

Date available: Begin: _____ End: _____ Lease required: Y ☐ N ☐
Cost $_____ Space available: _____ sq. ft. Hours of use: _____ Keys: _____
DRC use parking spaces: _____ ADA parking spaces: _____ Total: _____
Parking lot lights: Y☐ N ☐ Outside building lights: Y☐ N ☐

ADA accessibility: _____
Exterior notes: _____
Response Time: Police: _____ Fire: _____
Nearest hospital: Name_____ Phone: _____
Address: _____
Distance: _____Time: _____
Local crime summary: _____
_____
Local hazards summary: _____
_____

INTERIOR:

Rooms: ____ Room Size: Room A ___ x __ Room B ___ x ___ Room C ___ x __

Bathrooms: ___ ADA Compliant: Y ☐ N ☐

Are doors secure?: Y ☐ N ☐ Comment:_____

Are windows secure?: Y ☐ N ☐ Comment:
_____

Are Emergency lighting functional?: Y ☐ N ☐ Exit lighting functional: Y☐ N ☐

Are Fire sprinkler system functional?: Y ☐ N ☐ #Fire extinguishers: _____

Water System: Y ☐ N ☐ City/County System: Y ☐ N ☐ Approved for drinking: Y ☐ N ☐

Air Conditioning: Y ☐ N ☐ Fans: Y ☐ N ☐ Adequate Ventilation: Y ☐ N ☐

Is electrical power to support computer and office equipment demanded? Y ☐ N ☐

Can inside re-wiring be accomplished easily and safely? Y ☐ N ☐

Is building interior in good shape (check for water leaks & visible hazards)? Y☐ N ☐

OFFICE CHARACTERISTICS:

Internet access: Y ☐ N ☐ Wi-Fi: Y ☐ N ☐ # Fax: _____ # Toner Cartridges: _____

Flatbed Tabletop Copier: Y ☐ N ☐ Copy Paper _____Boxes # Toner Cartridges: _____

High Speed Printer: Y ☐ N ☐ Shredder: Y ☐ N ☐

Trash Cans: _____ Is Janitorial & Trash pickup available? Y ☐ N ☐

Tables: _____ #Office chairs: _____# Folding chairs: _____ Bathroom access: Y☐ N ☐

Paper towels: _____ # Toilet paper: _____# Paper cups: _____ # Ext. cords: _____

Comment: _____

TELEPHONE AND/OR COMMUNICATION:

FEMA cell phone signal? Y ☐ N ☐ Strength: ____ Air Card? Y ☐ N ☐ Strength: _____

Do phone lines already exist for DRC use? Y ☐ N ☐ How many? _____

What is maximum phone line capacity? DSL: _____ POTS: _____ Switchboard: Y☐ N ☐

Phone service point in building: _____

Phone service provider: _____ Contact number: _____

Phone number connected to DRC location (for tel/com reference): _____

Comments: _____

SKETCHES:

Draw location sketches: (1) Exterior: building, ADA parking & ramps, DRC, parking (2) Interior: building, rooms w/dimensions, location of outlets and telephone equipment.

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREAPAREDNESS AND ASSISTANCE GRANT PROGRAM - BASE GRANT

2020-2021 EMPA REPORTING FORMS

2020-2021 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: Dvision Form 1A - Quarterly Financial Report, Division Form 1B - Quarterly Tasks, Division Forms 2A & 2B Detail of Claims and Divsion Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to Division each quarter.
2. Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a narrative in the box. Outlines of quarterly events, nor calendars will suffice for the required narrative.
3. Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the agreement, sign and date.
4. The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
5. The Division Form 2A & 2B Detail of Claims forms must accompany the Division Form 1A - Quarterly Financial Report each quarter.
6. Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region, via the Division SharePoint Portal, or by mail at the address below:

   FLORIDA DIVISION OF EMERGENCY MANAGEMENT
   2555 SHUMARD OAK BOULEVARD
   TALLAHASSEE, FLORIDA 32399-2100
   Attn: (Division Grant Manager)

7. It is the responsibility of the Recipient to properly notify the assigned Division Grant Manger when they upload required documentation to the Division SharePoint Portal. The Division is not responsible for delays to claim processing due to failure to notify the Division Grant Manager of document submissions via SharePoint.

DIVISION Form 3 - Local Budget Match:

1. The Division Form 3 - Local Budget Match must be submitted to the Division in Quarter 2 submission.
2. EMPA grants shall be matched at an amount equal to the average of the last three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscala year, whichever figure is lower.
3. Division Form 3 - Local Budget Match Requirement shall be submitted to the Division when the local county budget is approved or by a **November 15, 2020**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date. If a Recipient's county's current local budget is lower then the previous year, or the average of the last three previous years, the recipient shall request a Waiver no later than 45 days after the county budget is approved.

DIVISION Form 4 - Staffing Detail:

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or % in each applicable column: local, state. federal, etc. This form is due no later than **November 15, 2020** or along with 1st quarter reimbursement submission, whichever occurs first. Please provide the Division updates to this form as necessary.

2.a Along with Division Form 4 - Staffing Detail, please provide position descriptions for EMPA funded staff.

3.a Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

DIVISION Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due sixty (60) days after termination of this Agreement by **August 30, 2021,** or 60 days after completion of activities contained in this agreement, whichever occurs first. Before submitting the Division Form 5 - Close Out Report, please verify that the local general revenue budget match amount as reported on Division Form 3 - Local Budget Match, has not changed since originally reported to the Division. If a difference is found please immediately notify the Division in writing of the discrepancy and provide a detailed justification for the change accompanied by supporting documentation.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Divisi

DIVISION Form 6 - Time and Attendance:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Required documentation to support project expenditures:

1.a Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.

2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020 - 2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE - EMPA

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ CLAIM #: 1

AWARD AMOUNT: _____ QUARTER #: 1

RECIPIENT: _____

COUNTY: _____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: 123@gmail.com

REPORTING FORMS DUE DATES (45 DAYS AFTER QUARTER)

1. July 1 - Sept. 30, 2020 = November 15, 2020
2. October 1 - Dec. 31, 2020 = February 15, 2021
3. January 1 - March 31, 2021 = May 15, 2021
4. April 1 - June 30, 2021 = August 15, 2021

EMPA ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MANAGEMENT AND ADMIN. (Up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE DATE

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA

DIVISION FORM 1B - QUARTERLY TASKS

RECIPIENT: _____

QUARTER: July 1 - Sept. 30

Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMSIIS 700				NIMS IS 800				FEMA Professional Development Series		OR		National Emergency Management Basic Academy			
EM Employee Name & Position Title	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED QRT 1	QRT2	QRT 3	QRT 4
T1: Provide Division Exhibit 4, certification of a full-time Emergency Management Director or part-time Coordinator. (Q1, any updates Q2-Q4)				
T1: Provide Division Form 4 - Staffing Detail and position descriptions for funded emergency management staff. (Q1, any updates Q2-Q4)				
T1: Provide a quarterly report as outlined in Quarterly Reports (Attachment (A3). (Q1-Q4)				
T1: Provide full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs. (Q1-Q4)				
T2: Provide the Division Form 3 - Local Budget Match Requirement. (Q2, any updates Q3-Q4)				
T2: Submit a copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date (Q2, any updates Q3-Q4)				
T2: Submit copy of the local EM general revenue expenditure (general ledger) report (Q2, any updates Q3-Q4)				
T3: Response Capabilities (Attachment F) - Maintain current county emergency management and other contacts through the Division's SharePoint Portal including County Director and Alternate contacts. (Q3, any updates Q4)				
T3: Response Capabilities (Attachment F) - Upload current GIS site data to the Division's SharePoint Portal (Q3, any updates Q4)				
T3: Response Capabilities (Attachment F - Upload current site data into WebEOC to include County Staging Areas (CSAs) and County Points of Distribution (PODs). (Q3, any updates Q4)				
T3: Attachment G - Complete Hurricane Shelter Retrofit items A-G in the worksheet and upload into WebEOC no later than March 31, 2021.				
T4: Recovery Capabilities (Attachment H) - Identify any potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC. (Q4)				

COMMENTS
Use for explanation that supports Training & Exercise progression

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 2A - DETAIL OF CLAIMS

RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through November 5, 2020

Please use separate Division Form 2A-Detail of Claims per allocation category. Please add additional pages or lines as needed for each allocation category

Please provide FEMA AEL numbers for EQUIPMENT expenditures only

Please provide a budget revision along with this form, if expenses being claimed are not allocated on the most recently approved budget

Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period, however, a recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of agreement). This allowance does not circumvent the four (4) required quarterly reporting forms submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: ORGANIZATION

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (include full date)	PAYMENT REFERENCE (CHECK#, PO#, JT#, etc.)	PURCHASE AMOUNT	Equipment FEMA AEL# (N/A if equipment was not purchased)
1	Ex Electric Company	Monthly Utilities for July 2020	8/5/20	CK# 1001	$ 300.00	N/A
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
				TOTAL	$ 300.00	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

RECIPIENT: Florida County **CLAIM #:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide the Division with the written established policy for support.	

	EM EMPLOYEE NAME	EM POSITION TITLE	% TIME CHARGED TO EMPA	SALARY	FRINGE BENEFITS
1	Ex: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
LOCAL BUDGET MATCH REQUIREMENT
DIVISION FORM 3 - LOCAL BUDGET MATCH

RECIPIENT	2020-2021 LOCAL (10/1/20-9/30/21)	2019-2020 LOCAL (10/1/19-9/30/20)	2018-2019 LOCAL (10/1/18-9/30/19)	2017-2018 LOCAL (10/1/17-9/30/18)	AVERAGE (PREVIOUS 3 YEARS)	LOWEST, AVERAGE VS PREVIOUS YEAR	% 2020-2021 VS AVERAGE	$ CHANGE 2020-2021 VS AVERAGE	$ CHANGE 2020-2021 VS 2019-2020
Florida County	$100,000	$95,000	$90,000	$85,000	$90,000	AVERAGE	10%	$10,000	$5,000

This form is to be completed and sent when the Local County Budget is approved or by the end of the first quarter. Required with this form the recipient shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the approved buget date. If the Recipient's county's current budget is lower than the last year or the average of the last three previous years, the county is required to request a waiver from the Division no later than forty-five (45) days after the county budget is approved.

RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.

REQUIRED CERTIFICATION BY AUTHORIZED REPESENTATIVE

I, _____, certify that the above match requirements have been met in accordance with the 2020-2021 EMPA Agreement and Rule 27P-19, Florida Administrative Code.

I, _____, certify that _____ (RECIPIENT'S COUNTY), will not meet the match requirement. Attached is the request for waiver.

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 4 - STAFFING DETAIL
COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS

SUB-RECIPIENT:	FL COUNTY	POINT OF CONTACT:	Jane Doe, Planner	PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL						
#	Employee Name, Position Title & Area of Responsibility (Preparedness, Response, Recovery, Mitigation & Finance) [1]	Approx. # of Hrs. per week Devoted to EM activities [2]	Annual Total Salaries & Benefits $ by Position [3]	% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	$ EMPA Base Grant (State) [7]	% EMPG Base Grant (Federal) [8]	$ EMPG Base Grant (Federal) [9]	% HMGP Planning Grant (State) [10]	% Other State or Federal Funds [11]	% Total All Funds [12]
1	Ex. Jane Doe, Director, ALL	40	$ 60,000.00			50%	$ 30,000.00	50%	$30,000.00			100%
2							$ -		$0.00			0%
3							$ -		$0.00			0%
4							$ -		$0.00			0%
5							$ -		$0.00			0%
6							$ -		$0.00			0%
7							$ -		$0.00			0%
8							$ -		$0.00			0%
9							$ -		$0.00			0%
10							$ -		$0.00			0%
11							$ -		$0.00			0%
12							$ -		$0.00			0%
13							$ -		$0.00			0%
14							$ -		$0.00			0%
15							$ -		$0.00			0%
16							$ -		$0.00			0%
17							$ -		$0.00			0%
18							$ -		$0.00			0%
19							$ -		$0.00			0%
20							$ -		$0.00			0%
						TOTAL	$ 30,000.00		$30,000.00			

DIRECTIONS:

1. In Column #1, list the name, position title and area of responsibility(s) for all Emergency Management staff, regardless if paid through grant funding.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-11, provide the funding distribution (% or $) in each applicable column.
5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
7. This form is to be submitted to the Division along with the 1st Quarter submission, or by November 15, 2020, whichever occurs first.

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 5-CLOSE-OUT REPORT

DIVISION FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the termination date of the agreement. The 2020-2021 period of agreement ends on June 30, 2021. DIVISION Form 5 is due by August 30, 2021.

RECIPIENT: _____ **AGREEMENT#:** _____

POINT OF CONTACT: _____ **EMPA AWARD AMOUNT:** _____

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** _____

EXAMPLE

ALLOCATION CATEGORIES	ALLOCATIONS
1. PLANNING	$ -
2. ORGANIZATION	
3. TRAINING	
4. EXERCISE	
5. EQUIPMENT	
6. MANAGEMENT AND ADMIN	
$	-

REIMBURSEMENTS RECEIVED BY THE RECIPIENT
(Include any advanced funds and final requested payment)

DATE	AMOUNT
	$ -
$	-

AWARD AMOUNT: $ -

(LESS ADVANCED FUNDS)

(LESS REIMBURSEMENTS) _____

UNCLAIMED BALANCE OF AWARD $ -

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2021.

RECIPIENT	2020-2021 LOCAL	2019-2020 LOCAL	2018-2019 LOCAL	2017-2018 LOCAL	AVERAGE OF PREVIOUS 3 YEARS	2020-2021 EM LOCAL GENERAL REVENUE EXPENDITURES
Exmple: FL County						

SIGNATURE REQUIRED

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the agreement. Please submit this form and supporting documentation to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY DIVISION

SIGNATURE AND DATE: _____
DIVISION GRANT MANAGER

SIGNATURE AND DATE: _____
DIVISION PROGRAMMATIC REVIEWER

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPA BASE GRANT
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EM EMPLOYEE NAME: _____ QUARTERLY REPORTING PERIOD: October 1 - December 31

PERIOD DATES: _____ TO _____ CLAIM #: _____

Ex. 10/01/2020-10/14/2021	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 PLANNING								0								0	0
2 ORGANIZATION								0								0	0
3 TRAINING								0								0	0
4 EXERCISE								0								0	0
5 EQUIPMENT								0								0	0
6 MGMT & ADMIN								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

10/15/20-10/30/20	Week 3								Week 4								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 PLANNING								0								0	0
2 ORGANIZATION								0								0	0
3 TRAINING								0								0	0
4 EXERCISE								0								0	0
5 EQUIPMENT								0								0	0
6 MGMT & ADMIN								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

	Week 5								Week 6								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 PLANNING								0								0	0
2 ORGANIZATION								0								0	0
3 TRAINING								0								0	0
4 EXERCISE								0								0	0
5 EQUIPMENT								0								0	0
6 MGMT & ADMIN								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

	Week 7								Week 8								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 PLANNING								0								0	0
2 ORGANIZATION								0								0	0
3 TRAINING								0								0	0
4 EXERCISE								0								0	0
5 EQUIPMENT								0								0	0
6 MGMT & ADMIN								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

	Week 9								Week 10								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 PLANNING								0								0	0
2 ORGANIZATION								0								0	0
3 TRAINING								0								0	0
4 EXERCISE								0								0	0
5 EQUIPMENT								0								0	0
6 MGMT & ADMIN								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

	Week 11								Week 12								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 PLANNING								0								0	0
2 ORGANIZATION								0								0	0
3 TRAINING								0								0	0
4 EXERCISE								0								0	0
5 EQUIPMENT								0								0	0
6 MGMT & ADMIN								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

Employee Signature:	Date	Supervisor Signature:	Date:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18176 **County Administrator's Report 11. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Federally-Funded Subaward and Grant Agreement Number G0166 (EMPG)
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement Number G0166:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds, in the amount of $109,650, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management, and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2020, through June 30, 2021;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil,

or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (18) Mandated Conditions and Other Laws (b) "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

BACKGROUND:

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to the organization, planning, training, and exercise activities. These funds require a non-federal dollar-for-dollar match that is primarily fulfilled through the State funded Emergency Management Preparedness and Assistnace (EMPA) Grant and then supplemented through the current and existing General Fund appropriation from the Escambia County Division of Emergency Management budget. No additional funds are required to meet the match requirements or to implement this Grant.

BUDGETARY IMPACT:

The Grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Escambia County Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The match requirement is primarily fulfilled through the State funded Emergency Management Preparendess and Assistance (EMPA) Grant and then supplemented through the existing General Fund appropriation from the Escambia County Division of Emergency Management budget. No additional funds are required to meet the match requirement or to implement this Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's Policies require Board approval for all Grant Agreements.

IMPLEMENTATION/COORDINATION:

Eric Gilmore, Emergency Management Manager, will oversee implementation upon approval of this Agreement. This Grant is being coordinated with FDEM.

Attachments

EMPG Grant Agreement

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CFDA Number(s): 97.042 Agreement Number: G0166

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANTS

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Sub-Recipient ").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

B. As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

C. As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

D. As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

E. As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

THEREFORE, Division AND Sub-Recipient agree to the following:

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A(2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R. §200.302 states in part: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on July 01, 2020, and will end on June 30, 2021, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$109,650.00** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statues, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

(a) Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by

law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

(b) As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

(f) The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

(k) The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

(l) For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement

standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Reporting Forms

(15) NOTICE OF CONTACT

(a) In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve

as the Division's liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Teresa Warner Division of Emergency Management 2555 Shumard Oak Blvd., Suite 330C Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.Warner@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Brad Hattaway
Title: E.M. Planning Coordinator
Address: 6575 North "W" Street, Pensacola, Florida 32505
Phone: 850-471-6400
Email: BCHATTAW@myescambia.com

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as

Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient , cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient .

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of

this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

(h) In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary

Exclusion" (Attachment C) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

(j) If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(c) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient , to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(20) COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB- RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable

material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

(a) The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(22) ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient

which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 5 years from the date of submission of the final expenditure report. The following are the only exceptions to the 5-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(d) In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

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 CUSTODIAN OF PUBLIC

RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

(a) In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed

the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(d) The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

(28) COPELAND ANTI-KICKBACK ACT

(a) The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(31) SUSPENSION AND DEBARMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(33) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED RECIPIENT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT:

BOARD OF COUNTY COMMISSIOERS
ESCAMBIA COUNTY

By: _____

Steven Barry, BCC Chair
(Name and Title)

Date: _____

59-6000598
Federal Identification Number

07-507-9673-0000
DUNS Number

G0166
Agreement Number

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 6/23/20

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____
(Jared Moskowitz, Division Director)

Date: _____

FY 2020-2021 EMPG AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient 's fiscal year.

(b) The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(c) The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

FY 2020-2021 EMPG AGREEMENT
EXHIBIT 2 – FUNDING SOURCES

I. FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Sub-Recipient 's Name:	Escambia County
Sub-Recipient 's unique entity identifier (DUNS):	07-507-9673-0000
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Subaward Period of Performance Start and End Date:	July 01, 2020 to June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	$109,650.00
Total Amount of the Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include the Agreement:	$52,420,151.16
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$109,650.00
Federal award project description (see FFATA):	Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).
Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of Pass-Through Entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Teresa Warner/ 850-815-4351
Catalog of Federal Domestic Assistance Number (CFDA):	97.042
Assistance Listings Title (Formerly Catalog of Federal Domestic Assistance (CFDA) Name:	Emergency Management Performance Grant
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	

II. **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program:

1. C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Appendix "H", FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated February 2020
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant Program (EMPG)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

FY 2020 - 2021 EMPG AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: Escambia County	
FEIN: 596000598	**Sub-Recipient 's Fiscal Year:** 10/1 - 9/30
Contact Name: Tammy Plant	**Contact's Phone:** (850) 595-4839
Contact's Email: tplant@escambiaclerk.com	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? [X] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [X] Yes [ ] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? [X] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [X] Yes [ ] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.

T Plant	6-16-2020
Signature of Authorized Representative	**Date**
Tammy Plant	Senior Accounting Supervisor
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2020 - 2021 EMPG AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

Sub-Recipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Sub-Recipient shall provide all necessary personnel, materials, services, and facilities, except otherwise provided herein, to carry out the program. Sub-Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

II. SUB-RECIPIENT RESPONSIBILITIES

Sub-Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND DELIVERABLES:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the Grant Manager's email address provided in Subparagraph 16(b) as stated in the scope of work. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

TASK 1: MATCH

A. QUARTERLY MATCH

The EMPG agreement has a **50% Federal** and **50% Local** match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions **must** be reasonable, allowable, allocable, and necessary under the grant program and **must** comply with all Federal requirements and regulations.

DELIVERABLES

- Provide Quarterly Match **Form 3A** to identify the non-federal match amount;
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using local funds to satisfy the match requirement. If using EMPA as match, no additional supporting documentation is required;

Reporting Requirements (Quarters 1,2,3, and 4).

Supporting Documentation: invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: BUILDING AND SUSTAINING CORE CAPABILITIES

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

In accordance with the (HSPD)–5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Sub-Recipients must certify that they are NIMS compliant or working towards compliance and will furnish documentation upon request. All Sub-Recipients are required to complete and submit the NIMS Data Collection Worksheet _Local compliance annually.

DELIVERABLES

- NIMS Data Collection Worksheet_Local, provided by the Preparedness Bureau, in the month of September, will be submitted electronically by December 01, 2020 to the Bureau Chief of Preparedness;

Reporting Requirements (Quarter 2).

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. LOGISTICS PLANNING – DISTRIBUTION MANAGEMENT PLAN

Continuing the requirement from 2019, counties will begin an update of its' Logistics Plan, a component to their existing Local Comprehensive Emergency Management Plan (CEMP). The Logistics plan, for this agreement cycle, should focus on the distribution of commodities and supplies such as food, water, generators, and tarps to survivors following a disaster.

Section 252.35 (2)(g), Florida Statutes, requires the Department to:

- Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and
- Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

Completion of this requirement ensures statewide resource requirements are identified.

DELIVERABLES

- Provide the updated Logistics Plan Component addressing the following:
  - Resource Ordering
  - Distribution Methods
  - Inventory Management
  - Staging areas
  - Transportation
  - Demobilization

Reporting Requirements (Quarter 4).

TASK 3: VALIDATING CAPABILITIES

A. INTEGRATED PREPAREDNESS PROGRAM (IPP)

The Sub-Recipient shall develop and maintain an Integrated Preparedness Program (IPP) that identifies a combination of exercises and associated training requirements that address priorities and build gaps identified in the Integrated Preparedness Program Workshop (IPPW) and builds from training gaps identified in the county assessment process.

The IPP is designed to consolidate the training and exercise that will be undertaken by any and all stakeholders within the State of Florida in an effort to maximize opportunities to coordinate, collaborate, and improve effectiveness of each stakeholder's (the Whole Community) capacity/capability when responding or assisting in the response to, recovery from, and mitigation of impacts from any of the "All Hazards" threats. Training and exercises play a crucial role in this strategy, providing the State with a means of attaining, practicing, validating, and improving core capabilities.

DELIVERABLES

- Provide the percentage of completed training and exercise activities listed on the current IPP;

Reporting Requirements (Quarters 1,2,3, and 4);

- The County 2022-2024 IPP by February 1, 2021;

Reporting Requirements (Quarter 3).

B. TRAINING AND EXERCISE

Training and Exercise activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, IPP developed through an annual IPPW and should reflect efforts to address training capabilities gaps.

In addition to training activities aligned to and addressed in the IPP, all EMPG funded personnel must complete the following training requirements and record proof of completion:

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and Professional Development Series (PDS); or Emergency Management Professionals Program (EMPP) Basic Academy.

Exercises play a vital role in national preparedness by enables whole community stakeholders to test and validate plans and capabilities and identify both capability gaps and areas for improvement.

Exercises also test capabilities, familiarize emergency management personnel with role and responsibilities, foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

DELIVERABLES

- The Division **Form 4** - Staffing Detail for all funded EMPG personnel;
- Training transcripts for funded EMPG personnel listed on the Division **Form 4 –** Staffing Detail. If certificates are uploaded into SERT TRAC, Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E);
- Provide sign in sheet or certificate or participation in at least three (3) exercises for funded EMPG personnel during the period of performance

Reporting Requirements (Quarters 1,2,3, and 4)

NOTE: Additional course completion documentation is required only if; new personnel are listed on the Staffing Detail Form.

Reference: FEMA Preparedness Grants Manual - Program Appendix H

FY 2020-2021 EMPG AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPG Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

Reference: FEMA Preparedness Manual Program Appendix H

B. ORGANIZATION

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible **"Organization Cost"** items include, but are not limited to:

- Salaries and Fringe Benefits
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
  - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)

- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
  - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
  - Central Heat/Air (Need prior EHP approval)
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:
The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

Reference: FEMA Preparedness Manual Program Appendix H

C. EQUIPMENT

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System
All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies
Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation
- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs
- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

Reference: FEMA Preparedness Manual Program Appendix H

D. TRAINING

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence	**OR**	IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from

the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations
- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation
- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:
- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

Reference: FEMA Preparedness Manual Program Appendix H

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

Reference: FEMA Preparedness Manual Program Appendix H

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-

library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:
Non-federal entities receiving financial assistance from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, policies, and this Manual. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance

on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, the Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, the Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient or subrecipient refuses to correct the matter, the Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: (1) FEMA Preparedness Manual Program Actions to Address Noncompliance (pgs. 37-38) and (2) 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

FY 2020-2021 EMPG AGREEMENT
ATTACHEMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **ESCAMBIA COUNTY**
AGREEMENT: **G-0166**

1. PLANNING	$0.00
2. ORGANIZATION	$109,650.00
3. EQUIPMENT	$0.00
4. TRAINING	$0.00
5. EXERCISE	$0.00
6. MANAGEMENT AND ADMINISTRATION	$0.00
7. TOTAL AWARD	$109,650.00

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			**$0.00**
Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Supplies			**$0.00**
Travel/per diem related to planning activities			**$0.00**
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)	**Travis Tompkins Chris Holloman Brad Hattaway**	**$32,530.00 $33,697.00 $43,423.00**	**$109, 650.00**

Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Utilities (electric, water and sewage)			**$0.00**
Service/Maintenance agreements			**$0.00**
Office Supplies/Materials			**$0.00**
IT Software Upgrades			**$0.00**
Memberships			**$0.00**
Publications			**$0.00**
Postage			**$0.00**
Storage			**$0.00**
TOTAL ORGANIZATION EXPENDITURES			**$109,650.00**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
			$0.00
Information technology			
			$0.00
Cybersecurity enhancement equipment			
			$0.00
Interoperable communications equipment			
			$0.00
Detection Equipment			
			$0.00
Power equipment			
			$0.00
CBRNE Reference Materials			
			$0.00
CBRNE Incident Response Vehicles			
			$0.00
Physical Security Enhancement Equipment			
			$0.00
Logistics			
			$0.00
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			**$0.00**
TOTAL EQUIPMENT EXPENDITURES			**$0.00**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**

Salaries and Fringe Benefits (EM Personnel)			**$0.00**
Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Develop, Deliver Training			**$0.00**
Workshops and Conferences			**$0.00**
Certification/Recertification of Instructors			**$0.00**
Travel			**$0.00**
Supplies			**$0.00**
Overtime and Backfill			**$0.00**
TOTAL TRAINING EXPENDITURES			**$0.00**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)			**$0.00**
Salaries and Fringe Benefits (Contractors and Consultants)			**$0.00**
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			**$0.00**
Exercise Planning Workshop			**$0.00**
Travel			**$0.00**
Supplies			**$0.00**
Overtime and Backfill			**$0.00**
TOTAL EXERCISE EXPENDITURES			**$0.00**
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)			**$0.00**
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			**$0.00**
TOTAL EXPENDITURES			**$109,650.00**

REVISION DATE: 6/1/2020

FY 2020-2021 EMPG AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

FY 2020-2021 EMPG AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

NO ADVANCE PAYMENT REQUESTED **Check here: _____** **Payment will be solely on a reimbursement basis. No Additional information is required.**
ADVANCE REQUESTED **Check here: _____** **Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment.** Sub-Recipient **would not be able to operate the program without this advance.**

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION

For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary, and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Sub-Recipient 's Name

_____ _____

Name and Title Division Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

FY 2020-2021 EMPG AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Sub-Recipient 's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (8:00 am) to (5:00 pm).

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

FY 2020-2021 EMPG AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

FY 2020-2021 EMPG AGREEMENT
ATTACHMENT F
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions.

The Division provides the following list of provisions that may be required depending upon the type of contract or subcontract being funded by this Agreement:

OMB GUIDANCE PT. 200, APP. II:

Pt. 200, App. II
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

2020-2021 EMPG REPORTING FORMS

2020-2021 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region or at the address below:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to Identify non-federal match. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, payroll registries, etc.), if using funds other then EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal requirements and regulations.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state. federal, etc. This form is due with Quarter 1 submission or no later than October 30, 2020, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. If the the EMPG award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, reciepts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Training and Exercise Requirements for EMPG funded personnel

1. **All EMPG funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, FEMA Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the FEMA Independent Study courses identified in the FEMA Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location. Participation in at least three (3) exercises for funded EMPG personnel during the period of performance.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ CLAIM #: 1

AWARD AMOUNT: _____ QUARTER #: 1

SUB-RECIPIENT: _____

COUNTY: _____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept. 30, 2020 (Forms are due no later than October 30)

2 - October 1 – Dec. 31, 2020 (Forms are due no later than January 30)

3 - January 1 – March 31, 2021 (Forms are due no later than April 30)

4 - April 1 - June 30, 2021 (Forms are due no later than July 30)

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MGMT AND ADMIN (up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE DATE

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA

DIVISION FORM 1B - QUARTERLY TASKS

RECIPIENT: _____

QUARTER: July 1 - Sept. 30

Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				FEMA Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4		QRT 1	QRT 2	QRT 3	QRT 4

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED QRT 1	QRT 2	QRT 3	QRT 4
T1: Provide Division Exhibit 4, certification of a full-time Emergency Management Director or part-time Coordinator. **(Q1, any updates Q2-Q4)**				
T1: Provide Division Form 4 - Staffing Detail and position descriptions for funded emergency management staff. **(Q1, any updates Q2-Q4)**				
T1: Provide a quarterly report as outlined in Quarterly Reports (Attachment (A3). **(Q1-Q4)**				
T1: Provide full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs. **(Q1-Q4)**				
T2: Provide the Division Form 3 - Local Budget Match Requirement. **(Q2, any updates Q3-Q4)**				
T2: Submit a copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date **(Q2, any updates Q3-Q4)**				
T2: Submit copy of the local EM general revenue expenditure (general ledger) report **(Q2, any updates Q3-Q4)**				
T3: Response Capabilities (Attachment F) - Maintain current county emergency management and other contacts through the Division's SharePoint Portal including County Director and Alternate contacts. **(Q3, any updates Q4)**				
T3: Response Capabilities (Attachment F) - Upload current GIS site data to the Division's SharePoint Portal. **(Q3, any updates Q4)**				
T3: Response Capabilities (Attachment F - Upload current site data into WebEOC to include County Staging Areas (CSAs) and County Points of Distribution (PODs). **(Q3, any updates Q4)**				
T3: Attachment G - Complete Hurricane Shelter Retrofit items A-G in the worksheet and upload into WebEOC no later than **March 31, 2021.**				
T4: Recovery Capabilities (Attachment H) - Identify any potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC. **(Q4)**				

COMMENTS
Use for explanation that supports Training & Exercise progression.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT

DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2020

Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.
Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: PLANNING

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.	

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT: _____ CLAIM #: 1

QUARTERLY REPORTING PERIOD: July 1 - Sept. 30

1. The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. Each quarter the Sub-Recipient must identify the non-federal match on the Quarterly Match Form 3A.

2. If the EMPG funds are being matched with 2020-2021 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2020-2021 EMPG award exceeds the 2020-2021 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG REPORTING		AWARD AMOUNT:	$ -
	EMPG QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		$0.00	$0.00
QUARTER 2		$0.00	$0.00
QUARTER 3		$0.00	$0.00
QUARTER 4		$0.00	$0.00
TOTAL EMPG CLAIMS	$0.00		

EMPA REPORTING		AWARD AMOUNT:	$ 105,806.00
	EMPA QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		$0.00	$105,806.00
QUARTER 2		$0.00	$105,806.00
QUARTER 3		$0.00	$105,806.00
QUARTER 4		$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00		

MATCH REPORTING			REQUIRED MATCH AMOUNT:	$ -
	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 4 - STAFFING DETAIL

EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	POINT OF CONTACT:	Jane Doe, Planner	PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL					TOTAL	
	EM Employee Name, Position Title	# Hrs./Week Devoted to EM Activities	$ Total Salaries & Benefits by Position	% County General Fund (Local)	% Other Local Funds	% EMPA Base Grant (State)	$ EMPA Base Grant (State)	% EMPG Base Grant (Federal)	$ EMPG Base Grant (Federal)	% HMGP Planning Grant (State)	% Other State or Federal Funds	% Total All Funds
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]
1	EXAMPLE John Smith, Planner	40	$ 40,000.00	0%	0%	50%	$ 20,000.00	50%	$ 20,000.00	0%	0%	100%
2							$ -		$ -			0%
3							$ -		$ -			0%
4							$ -		$ -			0%
5							$ -		$ -			0%
6							$ -		$ -			0%
7							$ -		$ -			0%
8							$ -		$ -			0%
9							$ -		$ -			0%
10							$ -		$ -			0%
11							$ -		$ -			0%
12							$ -		$ -			0%
13							$ -		$ -			0%
14							$ -		$ -			0%
15							$ -		$ -			0%
16							$ -		$ -			0%
17							$ -		$ -			0%
18							$ -		$ -			0%
19							$ -		$ -			0%
20							$ -		$ -			0%
						TOTAL	$ 20,000.00		$ 20,000.00			

DIRECTIONS:

1. In Column #1, list the name and position title for funded EMPG Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-11, provide the funding distribution (% or $) in each applicable column.
5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
7. This form is to be submitted to the Division along with the 1st Quarter submission, or by October 30, 2020, whichever occurs first.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2020-2021 period of performance ends on June 30, 2021. Division FORM 5 is due by August 30, 2021.

SUB-RECIPIENT: _____ AGREEMENT #: _____

POINT OF CONTACT: _____ EMPG AWARD AMOUNT: $ -

PHONE/EMAIL: _____ UNCLAIMED BALANCE: $ -

ALLOCATION CATEGORIES	EXPENDITURES
1. PLANNING	$ -
2. ORGANIZATION	$ -
3. EQUIPMENT	$ -
4. TRAINING	$ -
5. EXERCISE	$ -
6. MANAGEMENT AND ADMIN.	$ -
$	-

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

	DATE	AMOUNT
1		$ -
2		$ -
3		
4		
5		
6		
$		-

AWARD AMOUNT $ -

(LESS ADVANCED FUNDS) $ -

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. If the EMPG award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
Make checks payable to: Cashier, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY FDEM:

SIGNATURE AND DATE: _____
Division Grant Manager

SIGNATURE AND DATE: _____
Division Programmatic Reviewer

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: 10/1/2020 **TO** 12/31/20 **CLAIM #:** _____

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION			4					4								0	4
2 MGMT & ADMIN					5			5			5	5				10	15
3								0								0	0
4								0								0	0
5								0								0	0
6								0				12				12	12
DAILY TOTALS	0	0	4	0	5	0	0		0	0	5	17	0	0	0		
							PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	22	31

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION			4	5				9								0	9
2 MGMT & ADMIN								0	5	5						10	10
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	4	5	0	0	0		5	5	0	0	0	0	0		
							PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	10	19

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION					4	5		9								0	9
2 MGMT & ADMIN								0		4		5				9	9
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	4	5	0		0	4	0	5	0	0	0		
							PERIOD ONE TOTAL	9							PERIOD TWOTOTAL	9	18

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN				5				5		4						4	9
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	5	0	0	0		0	4	0	0	0	0	0		
							PERIOD ONE TOTAL	5							PERIOD TWO TOTAL	4	9

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN						4		4								0	4
3								0			5					5	5
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	4	0		0	0	5	0	0	0	0		
							PERIOD ONE TOTAL	4							PERIOD TWO TOTAL	5	9

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN				4		5		9								0	9
3								0		5						5	5
4								0				6				6	6
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	4	0	5	0		0	5	0	6	0	0	0		
							PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	11	20

Employee Signature: _____ **Date:** _____ **Supervisor Signature:** _____ **Date:** _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18180 **County Administrator's Report 11. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Federally-Funded Subaward and Grant Agreement Number G0137 (EMPG-S)
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement Number G0137:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $19,949.43, to assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

(U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (18) Mandated Conditions and Other Laws, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330485]

BACKGROUND:

EMPG-S awards are based on the CARES Act and section 662 of the Post-Katrina Emergency Management Reform Act of 2006, as amended (6 U.S.C. § 762).

The Fiscal Year (FY) 2020 Emergency Management Performance Grant Program – COVID-19 Supplemental (EMPG-S) assists tribes and local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. This Agreement is providing funds, in the amount of $19,949.43, with a Contract period from April 27, 2020, through June 30, 2021.

BUDGETARY IMPACT:

The Grant funds are desinged as a cost reimbursement funding source to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strageies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners through the response. These funds require a non-federal 50% match that will utilize existing General Fund appropriation from the Escambia County Division of Emergency Management budget or other eligible non-federal funding option. No additional funds are required to meet the match requirements or to implement this Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Asasistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's Policies require Board approval for all Grant Agreements.

IMPLEMENTATION/COORDINATION:

Eric Gilmore, Emergency Management Manager, will oversee implementation upon approval of the Agreement. This Grant is being coordinated with FDEM.

Attachments

EMPG-S contract

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CFDA Number(s): 97.042 Agreement Number: G0137

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Sub-Recipient ").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

B. As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

C. As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

D. As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

E. As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

THEREFORE, Division AND Sub-Recipient agree to the following:

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A(2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R.

§200.302 states in part: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **April 27, 2020**, and will end on **June 30, 2021**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$19,949.43**, subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statues, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

(a) Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a

state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible

purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

(b) As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

(f) The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

(k) The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

(l) For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically

updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Exhibit 4 – Certification & Compliance with EMPG-S Notice of Funding Opportunity (NOFO) Objectives, Priorities, and Funding Restrictions

Exhibit 5 – Program Overview and Priorities

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

(15) NOTICE OF CONTACT

(a) In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Teresa Warner Division of Emergency Management 2555 Shumard Oak Blvd., Suite 330C Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.Warner@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Brad Hattaway
Title: E.M. Planning Coordinator
Address: 9575 North "W" Street Pensacola, Florida 32505
Phone: 850-471-6400
Email: BCHATTAW@myescambia.com

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient , cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient .

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

(h) In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

(j) If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(c) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient , to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(20) COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF

FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB- RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

(a) The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(22) ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 5 years from the date of submission of the final expenditure report. The following are the only exceptions to the 5-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(d) In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public

function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

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 CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

(a) In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(d) The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

(28) COPELAND ANTI-KICKBACK ACT

(a) The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(31) SUSPENSION AND DEBARMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(33) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT:

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry, BCC Chairman

(Name and Title)

ATTEST: Pam Childers

Clerk of the Circuit Court

Date: _____

BY: _____

59-6000598

Federal Identification Number

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/23/20

07-507-9673-0000

DUNS Number

GS0137

Agreement Number

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

(Jared Moskowitz, Division Director)

Date: _____

FY 2020-2021 EMPG-S AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient 's fiscal year.

(b) The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(c) The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

FY 2020-2021 EMPG-S AGREEMENT
EXHIBIT 2 – FUNDING SOURCES

I. **FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Sub-Recipient 's Name:	Escambia County
Sub-Recipient 's unique entity identifier (DUNS):	07-507-9673-0000
Federal Award Identification Number (FAIN):	
Federal Award Date:	April 27, 2020
Subaward Period of Performance Start and End Date:	April 27, 2020 to June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	$19,949.43
Total Amount of the Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include the Agreement:	$54,420,151.16
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$19,949.43
Federal award project description (see FFATA):	Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136); section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.)
Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of Pass-Through Entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Teresa Warner/ 850-815-4351
Catalog of Federal Domestic Assistance Number (CFDA):	97.042
Assistance Listings Title (Formerly Catalog of Federal Domestic Assistance (CFDA) Name:	Emergency Management Performance Grant
Funding Opportunity Title:	Emergency Management Performance Grant Program, COVID-19 Supplemental (EMPG-S)
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	

II. **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program:

1. 2 C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. The Department of Homeland Security (DHS), Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

FY 2020 - 2021 EMPG-S AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: Escambia County	
FEIN: 596000598	**Sub-Recipient 's Fiscal Year:** 10/1 - 9/30
Contact Name: Tammy Plant	**Contact's Phone:** (850) 595-4839
Contact's Email: tplant@escambiaclerk.com	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? [X] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [X] Yes [ ] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? [X] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [X] Yes [ ] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 *and 2 are correct.*

TPlant	6-16-2020
Signature of Authorized Representative	**Date**
Tammy Plant	Senior Accounting Supervisor
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2020 - 2021 EMPG-S AGREEMENT
EXHIBIT 4

CERTIFICATION & COMPLIANCE WITH EMPG-S NOTICE OF FUNDING OPPORTUNITY (NOFO) OBJECTIVES, PRIORITIES, AND FUNDING RESTRICTIONS

The FY 2020 E MPG-Sprogram will provide funds to assist State, local, tribal, and territorial emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency.

E MPG-SSub-Recipients may only fund activities and projects that are for the purpose of preventing, preparing for, and responding to the coronavirus and are allowable within the rules prescribed by the NOFO. Funds under this award shall not be used for activities unrelated to coronavirus prevention, preparedness, or response.

Consistent with 2 C.F.R. Part 200, none of the funds awarded under the NOFO may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, E MPG-Sfunding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

I, Steven Barry (Name) certify compliance with the aforementioned requirements for the 2020-2021 E mergency Management Performance Grant, COVID-19 Supplemental program.

I, Steven Barry also certify that I am the official representative for

Escambia County (Sub-Recipient) and have authority to bind

Escambia County (Sub-Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Steven Barry

Title: BCC Chair

Date: _____

Phone/E mail: 850-595-4950/district5@myescambia.com

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-30-2020

FY 2020 2021 EMPG-S AGREEMENT

EXHIBIT 5– PROGRAM OVERVIEW AND PRIORITIES

PROGRAM OVERVIEW:

The Fiscal Year (FY) 2020 Emergency Management Performance Grant Program – COVID-19 Supplemental (EMPG-S) assists tribes and local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response.

PRIORITIES:

The priorities under this funding opportunity will address the local response to the COVID-19 public health emergency. FEMA encourages funding to be used for:

- Mitigation activities (related to slowing the spread of COVID-19);
- Integration of emergency management and public health operations;
- Personal Protective Equipment (PPE) inventories and establishment of burn rates to forecast future needs;
- Planning for alternate care sites;

EMPG-S funding also can be used to assist emergency managers with implementing community lifelines to prevent, prepare for, and respond to the COVID-19 public health emergency.
Examples of areas eligible for funding under this funding opportunity include, but are not limited to:

- Plan Development;
- Jurisdictional Recovery;
- Information Sharing;
- Emergency Public Information and Warning and Risk Communication;
- Logistics and Supply Chain Management;
- Development of Distribution Management Plans.

Consistent with 2 C.F.R. Part 200, none of the funds awarded under this agreement may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, consistent with section C.4. – Cost Share of the EMPG-S NOFO, funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

TASKS AND DELIVERABLES: The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

TASK 1: QUARTERLY MATCH
The EMPG-S agreement has a 50% Federal and 50% Local match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet the matching requirements, the Sub-Recipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

TASK 1 DELIVERABLES:

- Provide Quarterly Match Form 3A to identify the non-federal match amount;
- Supporting documentation is required when using local funds to satisfy the match requirement.

Supporting Documentation: invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements are required quarterly for proof of payment when using local funds to satisfy the match requirement.

Reporting Requirements: Quarters 1, 2, 3, and 4

TASK 2: EMPG-S COVID-19 ACTIVITY LOG
EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response. The Sub-Recipient must provide a quarterly activity log that describes activities throughout the period of performance.

TASK 2 DELIVERABLES:

- Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-Recipient has conducted or will conduct throughout the period of performance. Examples of activities are listed below, but not limited to:

  - Emergency Operations Center (EOC) activities to include eligible overtime costs
  - Purchase/distribution of Personal Protective Equipment (PPE)
  - Planning/Contractual Services
  - Training Activities
  - Information Sharing
  - Other Authorized Equipment that have a COVID-19 Nexus
  - Facility Disinfection (EOC, shelters, and other EM facilities)
  - Community Feeding Support (transportation, meal purchases)
  - Other activities related to COVID-19. *Please describe.*

Reporting Requirements: Quarters 1, 2, 3, and 4

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPG-S Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment and Training.**

A. PLANNING

Planning makes it possible to manage the entire life cycle of a potential crisis. Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster. This includes development of policies, plans, procedures, mutual aid agreements, strategies, and other publications. Planning also involves the collection and analysis of intelligence and information to support development of Incident Action Plans and other strategic, operational, or tactical planning activities.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

Allowable planning activities include the development or updating of plans required to support COVID-19 prevention, preparedness, and response. Such plans or planning activities may include, but are not limited to:

- Emergency Operations Plans (EOPs)
- Incident Action Plans
- Communications Plans
- Crisis/Risk Communications
- Emergency Public Information and Warning Plans
- Logistics/Supply Chain Management Planning
- Resource Management and Allocation Plans
- Distribution Management Plans
- Public Health and Safety Plans
- Responder Health and Safety Plans
- Fatality Management Plans
- Medical Countermeasure Plans
- Medical Surge Capacity/Logistics Plans
- Disaster Financial Management Planning
- Updating of Mutual Aid Agreements
- Continuity of Operations and Continuity of Government Planning
- Recovery Planning

Planning Costs Supporting Documentation:

- Copies of completed plan or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

B. ORGANIZATION

EMPG-S funds may be used for emergency management operations, staffing, and other day-to-day activities in support of preventing, preparing for, and responding to the Coronavirus Disease 2019 (COVID-19) public health emergency. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S Activity Log. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG-S funds. Contracted personnel are also allowable under this category. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Organization Costs Supporting Documentation

If the Sub-Recipient seeks reimbursement for organization activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Provide Form 4 – Staffing Detail.
- COVID-19 expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

Use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

Maintenance and Sustainment:

To assist Sub-Recipients in meeting this objective, the policy set forth in IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be:

(1) In direct support of existing capabilities;
(2) An otherwise allowable expenditure under the applicable grant program;
(3) Tied to one of the core capabilities in the five mission areas contained within the Goal, and;
(4) Shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: http://www.fema.gov/media-library/assets/documents/32474.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

C. EQUIPMENT

Allowable equipment categories for the EMPG-S Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Section 1)
- Information Technology (Section 4)
- Interoperable Communications Equipment (Section 6)
- Detection Equipment (Section 7)
- Decontamination Equipment (Section 8)
- Medical Equipment (Section 9)
- Power Equipment (Section 10)
- Physical Security Enhancement Equipment (Section 14)
- CBRNE Logistical Support Equipment (Section 19)
- Other Authorized Equipment (Section 21)

General Purpose Vehicles: In addition to the above, general purpose vehicles may be procured in order to carry out the responsibilities of the EMPG-S. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Division Grants Manager for clarification. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Funding for Critical Emergency Supplies: Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG-S. Each county must have the Division's approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The inventory management five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

D. TRAINING

EMPG-S funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel assigned to support the COVID-19 public health emergency.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or

approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel related to EMPG-S activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414.Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-

library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:
Non-federal entities receiving financial assistance from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, policies, and this Manual. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, the Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, the Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient or subrecipient refuses to correct the matter, the Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S") is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 EMPG-S Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **ESCAMBIA COUNTY, FLORIDA**
AGREEMENT: **G-0137**

1. PLANNING	$0.00
2. ORGANIZATION	$19,949.43
3. EQUIPMENT	$0.00
4. TRAINING	$0.00
5. TOTAL AWARD	$19,949.43

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Eligible Planning Activities			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$0.00**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
COVID-19 expenses *(provide description of covid-19 expenses) (Hurricane shelter supplies to adjust for additional spaces/facilities and limits of ARC shelter support as a result of COVID-19 and social distancing guidelines. Supplies will include dormitory, disability, technology, personal care/hygiene, cleaning, safety, health, signage, posters, form reproduction and other supplies to support shelter operations in a COVID environment.)*	**1**	**1**	**$19,949.43**
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$0.00**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal Protective Equipment			
Information Technology			
Interoperable Communications Equipment			
Detection Equipment			
Decontamination Equipment			
Medical Equipment			
Power Equipment			
Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other Authorized Equipment			
TOTAL EQUIPMENT EXPENDITURES			**$0.00**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$0.00**
TOTAL EXPENDITURES			**$19,949.43**

REVISION DATE: 6/16/2020

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

NO ADVANCE PAYMENT REQUESTED **Check here: _____** **Payment will be solely on a reimbursement basis. No Additional information is required.**
ADVANCE REQUESTED **Check here: _____** **Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment.** Sub-Recipient **would not be able to operate the program without this advance.**

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION

For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary, and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Sub-Recipient 's Name

_____ _____

Name and Title Division Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Sub-Recipient 's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (8:00 am) to (5:00 pm).

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT F
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions.

The Division provides the following list of provisions that may be required depending upon the type of contract or subcontract being funded by this Agreement:

OMB GUIDANCE PT. 200, APP. II:

Pt. 200, App. II
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 Supplemental

2020-2021 EMPG-S REPORTING FORMS

2020-2021 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The Division Form 2A - Detail of Claims & Division Form 2B - Detail of Claims (Salaries & Fringe) forms must accompany the Division Form 1A - Quarterly Financial Report each quarter.
5. The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region or at the address below:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. The Division Form 3A - Quarterly Match Form shall be submitted to the Division each quarter to identify the non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements, etc.), when using Local funds to satisfy the match requirement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Division Form 3B - Activity Log:

1. Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-recipient has conducted or will conduct throughout the period of performance. The Division Form 3B shall be submitted to the Division each quarter.
2. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S COVID-19 Activity Log.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state, federal, etc. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. The appropriate Local match supporting documentation (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements, etc.) shall be provided to the Division along with the Form 5 - Close Out Report.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

EMPG-S Program NOFO

1. Consistent with 2 C.F.R. Part 200, none of the funds awarded under this Agreement may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, consistent with section C.4. – Cost Share of the EMPG-S NOFO, funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved the Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 Supplemental

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____T_____

AWARD AMOUNT: _____

SUB-RECIPIENT: _____T_____

COUNTY: _____T_____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: T _____

CLAIM #: ____1_T____

QUARTER #: ____1____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept 30, 2020 (Forms are due no later than October 30)

2 - October 1 – Dec 31, 2020 (Forms are due no later than January 30)

3 - January 1 – March 31, 2021 (Forms are due no later than April 30)

4 - April 1 - June 30, 2021 (Forms are due no later than July 30)

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)"

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE DATE

QUARTERLY STATUS REPORT
Please report EM activities, meetings, training, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

DIVISION DATE RECEIVED STAMP

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 Supplemental
DIVISION FORM 1B - QUARTERLY TASKS

SUB-RECIPIENT: _____
QUARTER: July 1 - Sept. 30

EMPG-S Emergency Management Personnel
EM Employee Name & Position Title
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED				
	QRT 1	QRT 2	QRT 3	QRT 4	
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those Sub-recipients using local funds to satisfy the match requirement, supporting documentation is required with the form to support match amount reported (Due Q1-Q4)					**COMMENTS** Use for explanation that supports Activities.
T2: Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-recipient has conducted or will conduct throughout the period of performance. Examples of activities are listed below, but not limited to: •Emergency Operations Center activities to include eligible overtime •Purchase/Distribution of Personal Protective Equipment (PPE) and Other Equipment •Planning/Contracted Services •Training and Exercise Activities •Information Sharing •Other Authorized Equipment •Facility Disinfection (EOC, Shelters and other EM facilities) •Other activities related to COVID-19 •Community Feeding Support (Transportation, Meal Purchases) (Due Q1-Q4)					

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____ AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL

DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2020

Please use separate Division Form 2A - Detail of Claims per allocation category.

Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.

Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.

Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: PLANNING

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (mm/dd/yy)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)"

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide the Division with the written established policy for support.	

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG-S	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	$ 5,000.00	$ 1,200.00
				TOTAL	$ 6,200.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT: _____ **CLAIM #:** 1

QUARTERLY REPORTING PERIOD: July 1 - Sept.30

1. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. Each quarter the Sub-Recipient must identify the Local match on the Quarterly Match Form 3A. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds.

2. If the EMPG-S funds are being matched with 2020-2021 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2020-2021 EMPG-S award exceeds the 2020-2021 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG-S match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG-S REPORTING		AWARD AMOUNT:	$ -
	EMPG-S QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		$0.00	$0.00
QUARTER 2		$0.00	$0.00
QUARTER 3		$0.00	$0.00
QUARTER 4		$0.00	$0.00
TOTAL EMPG-S CLAIMS	$0.00		

EMPA REPORTING		AWARD AMOUNT:	$ 105,806.00
	EMPA QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		$0.00	$105,806.00
QUARTER 2		$0.00	$105,806.00
QUARTER 3		$0.00	$105,806.00
QUARTER 4		$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00		

MATCH REPORTING			REQUIRED MATCH AMOUNT:	$ -
	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
EMPG-S COVID-19 ACTIVITY LOG FORM 3B

SUB-RECIPIENT: _____ **CLAIM #:** 1

QUARTERLY REPORTING PERIOD: July 1 - Sept . 30

1. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response. The Sub-Recipient must provide a quarterly activity log that describes activities throughout the period of performance.
2. The EMPG-S COVID-19 Activity Log outlines the activities the Sub-Recipient has conducted or will conduct throughout the period of performance.
3. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S COVID-19 Activity Log.

Quarterly Activities:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	POINT OF CONTACT:	PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL	STATE AND FEDERAL				TOTAL	
	EM Employee Name, Position Title	# Hrs/Week Devoted to EM Activities	$ Total Salaries & Benefits by Position	% County General Fund (Local)	% EMPA Base Grant (State)	$ EMPA Base Grant (State)	% EMPG-S Base Grant (Federal)	$ EMPG-S Base Grant (Federal)	% Other State or Federal Funds	% Total All Funds
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]
1	EXAMPLE: John Smith, Planner	40	$ 40,000.00	0%	50%	$ 20,000.00	50%	$ 20,000.00	0%	100%
2						$ -		$ -		0%
3						$ -		$ -		0%
4						$ -		$ -		0%
5						$ -		$ -		0%
6						$ -		$ -		0%
7						$ -		$ -		0%
8						$ -		$ -		0%
9						$ -		$ -		0%
10						$ -		$ -		0%
11						$ -		$ -		0%
12						$ -		$ -		0%
13						$ -		$ -		0%
14						$ -		$ -		0%
15						$ -		$ -		0%
16						$ -		$ -		0%
17						$ -		$ -		0%
18						$ -		$ -		0%
19						$ -		$ -		0%
20						$ -		$ -		0%
					TOTAL	$ 20,000.00		$ 20,000.00		

DIRECTIONS:

1. In Column #1, list the name of Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position
4. In Columns #4-9, provide the funding distribution (% or $) in each applicable column.
5. Column #10 calculates the sum of percentages entered in Columns 4 - 9 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2020-2021 period of performance ends on June 30, 2021. Division FORM 5 - Close Out Report is due by August 30, 2021.

SUB-RECIPIENT: _____ **AGREEMENT #:** _____

POINT OF CONTACT: _____ **EMPG AWARD AMOUNT:** $ -

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** $ -

ALLOCATION CATEGORIES	EXPENDITURES
1 PLANNING	$ -
2 ORGANIZATION	$ -
3 EQUIPMENT	$ -
4 TRAINING	$ -
$	-

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

	DATE	AMOUNT
1		$ -
2		$ -
3		$ -
4		$ -
$		-

AWARD AMOUNT $ -

(LESS ADVANCED FUNDS) $ -

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. If the EMPG-S award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG-S award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
Make checks payable to: Cashier, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY DIVISION:

SIGNATURE AND DATE: _____
Division Grant Manager

SIGNATURE AND DATE: _____
Division Programmatic Reviewer

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ QUARTERLY REPORTING PERIOD: July 1 - Sept. 30

PERIOD DATES: _____ TO _____ CLAIM #: _____

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0	PERIOD ONE TOTAL 0	0	0	0	0	0	0	0	PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0	PERIOD ONE TOTAL 0	0	0	0	0	0	0	0	PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0	PERIOD ONE TOTAL 0	0	0	0	0	0	0	0	PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0	PERIOD ONE TOTAL 0	0	0	0	0	0	0	0	PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0	PERIOD ONE TOTAL 0	0	0	0	0	0	0	0	PERIOD TWO TOTAL 0	0

Employee Signature: _____ Date: _____ Supervisor Signature: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17674 **County Administrator's Report 11. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Contract Award for Perdido Landfill, Phase 2, Landfill Mining
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Perdido Landfill, Phase 2, Landfill Mining - Patrick T. Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Thalle Construction Company, Inc., per the terms and conditions of PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining, in the amount of $7,612,711; and

B. Approve the remaining budget of $387,289, for contingency funding for similar and/or related tasks.

Florida Department of Environmental Protection (FDEP) requires an annual lifespan/cell capacity analysis be conducted (see Attachment A). This analysis is based on disposal rate, annual population growth rate, waste density and volume of active cell life remaining. The most recent analysis, conducted December 2019, indicated the end of life for existing Cell 1A to be January 2024. The future rate of increased waste generation will affect this timeline.

Design and construction of Cell 1B will take approximately 24 months. If the Agreement with Thalle Construction Company, Inc., (Thalle) for mining is approved, the design/construction timeline is extended by six months. Barring any unforeseen circumstances, the schedule to complete Cell 1B allows for a nine to 15-month contingency, to have Cell 1B in operation prior to the end of the estimated life span of Cell 1A. To ensure timely construction of Cell 1B, the design Contract is an item on this agenda for the Escambia County Board of County

Commissioners (Board) consideration today.

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining was publicly noticed to 146 firms via Vendor Registry on November 19, 2019. The solicitation was viewed by 51 firms. Technical Proposals were received from three firms on January 2, 2020, and fee proposals on January 24, 2020. Thalle Construction Company, Inc., was deemed to be the most qualified and responsible firm with the lowest total cost.

Vendor/Contractor	Amount	Contract Number
Thalle Construction Company, Inc. Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	$7,612,711	PD 18-19.107

BACKGROUND:

Comparison of Mining versus Non-Mining:

The table below below depicts a comparison of mining versus non-mining, to develop Cell 1B.

	Non- Mining	Mining
Cell 1B Construction	$10,000,000	$10,000,000
Construction Quality Assurance (CQA)	500,000	500,000
Cell 1B Engineering	972,222	972,222
Mining Cost	0	7,612,711
Mining CQA		230,000
Tires Disposal Cost	0	200,000
TOTAL COST	**$11,472,222**	**$19,514,933**
Airspace developed (cubic yards)	3,557,000	4,000,000
Value of Airspace	**$143,000,000**	**$160,700,000**
Site Life Extended (Years)	9	10
Project Schedule (months)	24	30
Aids in Environmental Remediation	No	Yes

Note: Cell 1B Construction and CQA costs could vary based on receipt of formal quote at time of solicitation for these activities.

The amount of airspace developed and the value of this airspace is based on total site life build out of Cell 1B. The cost of mining is more expensive due to the mining itself, the additional cost of existing landfilled tires disposal (tires are now disposed of by transport to a regulated facility in Alabama) and mining CQA. The

benefits of mining include additional airspace for future waste disposal, site life extension and additional revenue. Moreover, mining removes in-place waste which currently contributes to contaminated groundwater and gas migration. The Corrective Action Program approved by FDEP, identified mining, i.e. removal of this waste, as one of five corrective measures associated with site remediation for the County (See Atachment B).

Funding:
The cost for cell development is funded from the Waste Services Fund. Based on year-end figures from the 2019 CAFR and projected net income over the time-period for project completion, an approximate negative $8 million impact on the unrestricted net position is expected.

The table below illustrates the impact on the unrestricted net position from Cell 1B development including mining.

Impact to Unrestricted Net Position With Mining	
Unrestricted Net Position 9-30-2019	$21,209,468
Projected Net Income Generated During Project	$11,498,858
Cost of Project	$19,514,933
Projected Balance of Unrestricted Net Position Upon Project Completion	$13,193,302
Estimated Impact to Unrestricted Net Position	($8,016,166)

The calculations resulting in the figures above involve two analysis and are attached as Attachment C. The first analysis conservatively estimates the future expenses and revenue in the fund during the project timeline. The second analysis compares project costs to net income during the project timeline.

Landfill Mining:
As directed by the Board, staff researched other landfill mining projects where mining was considered and found that the decision to mine is site specific depending on several factors including economic and environmental. In speaking with six operators that chose to mine, the decision was predominantly based on environmental challenges with the economics of mining working in the positive. Out of these six operators, three stated mining would be considered for future expansion, one stated mining would not be considered for future expansion, and two are not at a point to consider future expansion options. Staff did speak with two operators which initially considered landfill mining and decided not to pursue it due to economics. A summary of staff research is found in Attachment D.

Waste Diversion

Extensive research across the waste industry has indicated the most dependable and reliable systems, apart from landfilling, are typically waste to energy operations such as mass burn, and refuse derived fuel (RDF) facilities (See Attachment E). RDF requires pre-processing of waste, whereby mass burn typically does not. Both types of facilities are typically designed and permitted for electrical generation. These facilities require a large capital investment along with a power purchase agreement with a local utility to buy the electricity produced.

Waste conversion technology projects have had very limited success. Technologies typically require large capital investments and have not demonstrated to be dependable and reliable. The Board has expressed interest in research and development of projects to divert waste from landfilling. In 2014 staff went through a procurement process to find alternative waste disposal options. This process resulted in six proposed waste diversion technologies. Negotiations with the highest ranked proposer, which proposed mixed waste processing, failed due to adverse risk regarding commodity pricing and organics processing.

Recently, staff has researched engineered fuel production and is still seeking answers to whether the economics work when the technology is built to a scalable size. The next step is to solicit for professional services to conduct a cost benefit analysis to include evaluating end markets for the engineered fuel and any other relevant technology for waste diversion.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Thalle Construction Company, Inc. Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	$7,612,711	PD 18-19.107

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Agreement, Form D: Paving/Drainage

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreeement, as well as the Purchase Order.

Attachments

Mining Agreement_Thalle
Thalle Construction Proposal
Determination of Award Checklist
Bid Tabulation
Solicitation
Attachment A
Attachment B
Attachment C
Attachment D
Attachment E

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

THALLE CONSTRUCTION COMPANY, INC.

FOR

PD 18-19.107, LANDFILL MINING, PERDIDO LANDFILL PHASE 2

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Performance Bond 26

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Exhibit F/Construction Change Order 45

Exhibit G/Payment Adjustment – Bituminous Materials

Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

Figure 1 Site Location Map
Figure 2 Site Layout
Figure 3 Approximate Base Grades of Unlined Cells
Figure 4 Proposed Grading Plan Exhibit I/Technical Specifications

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (not applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THALLE CONSTRUCTION COMPANY, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with **Thalle Construction Company, Inc**., a North Carolina corporation for profit, to perform all work ("Work") in connection with Landfill Mining, Perdido Landfill Phase 2 ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Seven Million, Six Hundred Twelve Thousand, Seven Hundred Eleven Dollars

$7,612,711.00

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **Five Hundred Fifty (550)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Five Hundred Eighty (580)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Waste Services
13009 Beulah Road
Cantonment, Florida 32533
Attention: Pat Johnson

B. All correspondence with the Contractor will be addressed to the following:

Thalle Construction Co. Inc.
900 NC 86 North
Hillsborough, NC 27278
Attention: Stephen Kohler, President/COO

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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 CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Thalle Construction Co., Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Thalle Construction, Co., Inc., a North Carolina Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit three (3) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
(Authorized Signature)
_____ _____
Witness
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Lawrence A. Gordon, Purchasing Specialist
   Office of Purchasing
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

SOLICITATION, OFFER AND PROPOSAL FORM — **ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:
Lawrence A. Gordon
Purchasing Specalist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4987

Request For Proposal
Landfill Mining, Perdido Landfill Phase 2
Specification Number 18-19.107

Solicitation

MAILING DATE: November 18, 2019
PRE-SOLICITATION CONFERENCE: A **Non-Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at November 26, 2019 at 2:00 pm CDT. **OFFERS WILL BE RECEIVED UNTIL:** 2:00 pm CDT, Thursday , December 11 , 2019 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
13-1734206

Work will start 10 **days after receipt of purchase order**

Vendor Name: Thalle Construction Co., Inc.
Address: 900 NC 86 North
City, ST. & Zip: Hillsborough, NC 27278
Phone: (919) 245-1490
Toll Free: (919) 245-1490
Fax: (919) 245-1516

Terms of Payment
Monthly

Reason for No Offer
n/a

Bond Attached:
$ 5%

Stephen Kohler, President / COO
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

** Failure to execute this Form binding the offer shall result in the Proposal being rejected as non-responsive.*

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Proposal Form

Proposal Pricing $ 7,612,711.00

Comments:

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Perdido Landfill, Phase 2, Landfill Mining

Bid Number: PD 18-19.107

Opening Date: November 19, 2019

Purchasing Agent: Lawrence A. Gordon

Client Department: **Waste Services** Dept. Director/Designee: Patrick T. Johnson

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: 401, Solid Waste Fund

Cost Center: 230315, Projects

Object Code: 56301, Improvements other than buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **✓ Yes** **No**
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

$7,612,711.00 Unit Price Extensions Checked by:

(Signature) Lawrence A. Gordon (Date) 2/24/2020
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes, X No Client Department __Yes X No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Patrick T. Johnson
(Signature)
Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

Public Notice of Recommended Award									
Bid Tabulation	Solicitation Number: PD 18-19.107 **Solicitation Name:** Landfill Mining								
Bid Opening Time: 1:00 PM **Bid Opening Date:** 2/14/2020 **Bid Opening Location:** Rm11.304 **Name of Bidder{s}**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge - ment of Addenda	Sworn Statement Pursuant to Section 287.133{3)(a},FL Status on Entity Crimes	Grand Total
Panhandle Grading and Paving		y	y	y	y	y	y	y	$8,561,600.00
Thalle Construction Co.		y	y	y	y	y	y	y	$7,612,711.00
Peed Brothers		Y	Y	y	y	y	y	y	$ 8,548,579.20
Bids Opened By:	Lawrence Gordon			**Date:**	2/14/2020	**Status:**			
Bids Tabulated By:	Lawrence Gordon			**Date:**	2/14/2020	UNDER REVIEW			
Bids Witnessed By:	Jeff Lovingood			**Date:**	2/14/2020	**CAR Date:**		**BCC Date:**	

Purchasing Manager/Designeerecommends to the BOCC: To award a contract to: Under Review

Pursuant to Section 119.07{3){M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 2/19/20

Form Completed By: LAG

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Landfill Mining, Perdido Landfill Phase 2

Solicitation Identification Number PD 18-19.107

Proposals Will Be Received Until:
2:00 p.m. CDT, Thursday, December 11, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32597-1591
Attention: Lawrence A. Gordon

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Lumon J. May
Jeff Bergosh
Douglas B. Underhill
From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4987
Email: Lagordon@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request for Proposals
Proposer's Checklist
Landfill Mining, Perdido Landfill

Specification Number PD 18-19.107

How To Submit Your Proposal

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

One (1) original and one (1) electronic (CD or memory stick is acceptable) copies of the following documents shall be included with the proposal:

- Information Required from Proposer
  - Technical Proposal Format and Content
  - Transmittal Letter
  - Company Experience and Financial Capacity
  - Similar Project Experience
  - Project Understanding and Implementation Methodology
  - Team Qualifications
  - References from Past Project Owners
  - Appendix A
  - Cost Proposal
- Statements and Documentation
  - Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
  - Drug-Free Workplace Form
  - Information Sheet for Transactions and Conveyances and Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance
- Performance & Payment Bonds

Before You Submit Your Proposal, Have You:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

This form is for your convenience to assist in filling out your proposal only.
Do not return with your proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

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Figure 1 Site Location Map

Figure 2 Site Layout

Figure 3 Approximate Base Grades of Unlined Cells

Figure 4 Proposed Grading Plan

PD 18-19.107, Landfill Mining, Perdido Landfill

PART A SUMMARY

The Escambia County Waste Services Department (WSD) owns and operates the Perdido Landfill. The WSD intends to excavate the final cover soil and municipal solid waste (MSW) from portions of the unlined cell of Perdido Landfill, to screen the excavated MSW for recovery of soil and compost-like material referred herein as (reclaimed soil), and to transport and dispose of the screened MSW in the active lined cell or other area designated by at the same site. The process of excavating and processing waste from the landfill is commonly referred to as landfill mining or landfill reclamation. The WSD intends to complete the mining of unlined cells at the Perdido Landfill in separate phases. The WSD is interested in contracting out the following elements of the Phase II landfill mining project to a qualified contractor: excavation of the final cover soil and waste in the target area; the screening of the waste to recover the reclaimed soil; transportation of the screened MSW and soil to designated disposal or stockpile areas on site; control of leachate and stormwater; control of odor, dust and litter; and the overall coordination of the project activities with the WSD.

The WSD estimates that approximately 220,000 cubic yards of the final cover soil would need to be excavated and stockpiled, and approximately 300,000 cubic yards of the MSW (including soil) would need to be excavated and screened for the Phase II project. Quantities are based on the current information available and the total volume and distribution (quantity of waste versus quantity of soil) of material excavated from the Phase I full- scale mining project, however, actual quantities of cover soil and waste to be excavated may vary from these estimates. The contractor shall complete the landfill mining within a period of eighteen (18) months from notice to proceed.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the services of a qualified contractor for mining of a portion of the unlined landfill cells at the Perdido Landfill.

1-2 OBJECTIVE

The primary objective of the Request for Proposal (RFP) is the selection of the most responsive and responsible contractor to conduct landfill mining of a portion of the unlined cells at the Perdido Landfill. WSD will use a two-step evaluation process to select the contractor. In the first step, WSD will select proposer(s) based on evaluation of the technical proposals submitted by the interested parties. The technical proposals will be evaluated based on the criteria listed in Part III of this RFP. WSD will evaluate the cost proposals (submitted with after the technical proposal) of the proposers only in the second step.

An award, if made, will be made to the lowest most responsible and responsive approved proposer (hereinafter referred as the *contractor*) whose proposal (technical and cost) is the most advantageous to SOLID WASTE MANAGEMENT. The award, if made, will be made either for the preferred option or an alternate option whichever is deemed most advantageous to the County.
Proposers may also propose alternative solutions to achieve the requirements of the scope of services. Alterative proposals only from those proposers completing the RFP submittal requirements will be considered for evaluation.

1-3 ISSUING OFFICER

The contracting agency shall be the Escambia County Board of Commissioners, c/o the

Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591. The project Director shall be Pat Johnson, Director of Waste Services. The liaison officer shall be Brent Schneider, Engineering, Escambia County Department of WSD.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a combination of a unit-price contract and a lump sum contract. The contractor shall be paid a lump sum for mobilization and demobilization, and for environmental controls such as leachate and stormwater management, dust control, and litter control, and paid for the actual quantity of the final cover soil and waste excavated, screened, transported/stockpiled based on the negotiated unit price.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most qualified, responsive and responsible proposer.

1-6 INQUIRIES

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Escambia County Board of County Commissioners or any member of the selection committee at any time during the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the relevant Selection Committee regarding the pending solicitation or its outcome until after the committee has arrived at a recommendation of the most qualified submitter. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

For questions and additional information, contact:

Lawrence A. Gordon
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4987
Email: Lagordon@myescambia.com

1-7 ADDENDA

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than seven (7) working days prior to the proposal due date, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

Oral explanations or instructions with respect to the RFP will not be binding; only written addenda shall be relied upon. Any addenda resulting from these requests will be E-Mailed to all listed holders of the RFP no later than five (5) calendar days prior to the proposal due date.

Any addendum / amendments to the RFP must be acknowledged with submission of the proposal.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals Tuesday, November 19, 2019

B. Non-Mandatory pre-proposal conference & Walk-thru
Tuesday, November 26, 2019

C. Technical Proposals due date
Wednesday, December 11,2019

D. Review of proposals Thursday December 18, 2019

E. Fee Proposals due Monday, January 6, 2019

F. Board of County Commissioners approval
Thursday, February 6, 2020

The landfill office is located at 13009 Beulah Road, Cantonment, Florida 32533. If a site visit is required to familiarize proposers with the site. Prospective proposers must contact Brent Schneider at (850-937-2197) in order to schedule a visit.

1-9 PROPOSAL CONTENT AND SIGNATURE

All submissions to be considered shall be in the possession of the Office of Purchasing prior to the time of the receipt. Submissions may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32501, in a sealed envelope clearly marked:

Specification Number PD 18-19.107, Landfill Mining Project, Name of Submitting Firm, Time and Date Due.
Note: If proposal is mailed using a courier service (Federal Express, Airborne, UPS etc.), the outside of the airbill and envelope or box shall be marked with Specification Number and Project Name.

Proposers desiring to provide on the above referenced project shall submit one (1) original Technical Proposal with manual signature and one (1) electronic copies (CD or memory data stick acceptable) of their Technical Proposal containing all the requested information by December 11, 2019 2: P.M., CDT. Submittals received after the above time and/or date shall not be accepted or considered. No exceptions will be made.

All information requested must be provided. Submittals which are substantially incomplete, or lack key information may be rejected by the County at its discretion.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-11 PRIME CONTRACT RESPONSIBILITIES

The contractor shall be required to assume responsibility for all services offered in his proposal. The contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract. The contractor shall not employ services of any subcontractor, person or organization without the county's approval.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM PROPOSER

ALL INITIAL PROPOSALS SHALL INCLUDE THE FOLLOWING AS PART OF THE TECHNICAL PROPOSAL

2-1 TECHNICAL PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposal. In order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

Technical proposal format and content shall conform to the outline and section set forth in the table below. The technical proposal shall contain the sections described below and the sections shall be placed in the order shown below. Each section shall be clearly labeled and separated by tabs. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

A description of the content of each section is presented later in this Part of the RFP.

Section No.	Section Title	Details presented in Section
1	Transmittal Letter	2-2
2	Table of Content	
3	Company Experience and Financial Capacity	2-3
4	Similar Project Experience	2-4
5	Project Understanding and Implementation Methodology	2-5
6	Team Qualifications	2-6
7	References from Past Project Owners	2-7
8	Appendix A (optional)	2-8
9	Cost Proposal (in a sealed envelope)	2-9

2-2 TRANSMITTAL LETTER

The Transmittal Letter shall be prepared on the letterhead of the firm that would execute the agreement with the County. The letter, at the least, shall contain the following information:

- Profile of Submitter
  - Brief history of firm including year first organized
  - Organizational structure, (e.g. LLC, Corp., Partnership, etc.)
  - State of incorporation
  - Number of years in business under present name
  - Corporate officers
  - Major shareholders/partners

- Corporate Identification
  - Complete name and address of the firm
  - Mailing address

- Contact
  - Name
  - Telephone number
  - Fax number
  - Email address

- A statement of proposer(s) interest and commitment to execute the project and compliance with all the provisions including implementation schedule set forth in this RFP.

- A statement noting receipt of each addenda and the associated receipt date.

- The letter shall be signed by a company officer empowered to bind the company.

PART III CRITERIA FOR SELECTION

The County will appoint a selection committee to review and evaluate submitted proposals. The factors to be considered in the evaluation of proposal are listed below.

No.	Step 1 Criteria	Points
1.	Company Experience and Financial Capacity	15
2.	Similar Project Experience	15
3.	Project Understanding and Proposed Implementation Methodology	20
4.	Team Qualification	20
5.	References from Past Project Owners	10
	Step 2 Criteria	
1.	Cost Proposal	20

PART IV 4-1 *SCOPE OF WORK*

SUMMARY

The Escambia County Waste Services Department (WSD) owns and operates the Perdido Landfill. The WSD intends to excavate the final cover soil and municipal solid waste (MSW) from portions of the unlined cell of Perdido Landfill, to screen the excavated MSW for recovery of soil and compost-like material referred herein as (reclaimed soil), and to transport and dispose of the screened MSW in the active lined cell or other area designated by at the same site. The process of excavating and processing waste from the landfill is commonly referred to as landfill mining or landfill reclamation. The WSD intends to complete the mining of unlined cells at the Perdido Landfill in separate phases. The WSD is interested in contracting out the following elements of the Phase II landfill mining project to a qualified contractor: excavation of the final cover soil and waste in the target area; the screening of the waste to recover the reclaimed soil; transportation of the screened MSW and soil to designated disposal or stockpile areas on site; control of leachate and stormwater; control of odor, dust and litter; and the overall coordination of the project activities with the WSD.

The WSD estimates that approximately 220,000 cubic yards of the final cover soil would need to be excavated and stockpiled, and approximately 300,000 cubic yards of the MSW (including soil) would need to be excavated and screened for the Phase II project. Quantities are based on the current information available and the total volume and distribution (quantity of waste versus quantity of soil) of material excavated from the Phase I full- scale mining project, however, actual quantities of cover soil and waste to be excavated may vary from these estimates. The contractor shall complete the landfill mining within a period of eighteen (18) months from notice to proceed.

COST PROPOSAL

The proposer shall use the line items and units presented in the table below for the cost proposal. No other task or unit shall be substituted or added. Proposer's unit cost ($/ in-place cubic yard) shall include all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The WSD reserves the right to request further breakdown of the proposed cost. The proposers shall provide details on the proposed cost when requested by the WSD.

Item	Details Presented in Section	Cost Basis
Mobilization/Bonds/Insurance Note: Mobilization/Demobilization- the contractor shall be responsible for the mobilization and demobilization of equipment throughout the project due to changes in the mining strategy to accommodate the site's operation needs. No additional mobilization or demobilization cost shall be added to the contract.	4.0	Lump sum
Final cover soil excavation, transportation and stockpiling	1.0 - 2.1	Unit price ($/in- place cubic yard)
Excavation, and loading excavated waste onto screen	2.1	Unit price ($/in- place cubic yard)
Waste Screening	2.3	Unit price ($/in- place cubic yard)
Transportation of the screened waste to the working face of the active lined cell	2.1	Unit price ($/in- place cubic yard)
Transportation and stockpiling of the reclaimed soil recovered by waste screening	2.5 – 2.8	Unit price ($/in- place cubic yard)
Excavation and transportation of the excavated waste to the active lined cell (without screening)	2.1	Unit price ($/in- place cubic yard)
Bermed soil excavation, transportation, and stockpiling (without screening).	2.6	Unit price ($/in- place cubic yard)
Maintenance of the final cover soil stockpiles	2.0 – 2.1	Lump sum
Maintenance of the reclaimed soil stockpile	2.1	Lump sum
Regulated asbestos containing waste spotting and sorting	2.9-2.10	Unit price ($/in- place cubic yard)
Regulated asbestos containing waste bagging and transportation to active lined cell	2.10	Unit price ($/in- place cubic yard)
Prohibited waste spotting and sorting (excluding hazardous waste)	2.11	Unit price ($/in- place cubic yard)
Hazardous waste spotting, sorting, and transportation to an on-site containment pad supplied by the WSD	2.12	Unit price ($/in- place cubic yard)
Area restoration	2.13	Unit price ($/acre)
Leachate and stormwater runoff control	2.14	Lump sum
Odor control	2.15	Lump sum
Dust control	2.16	Lump sum

Litter control	2.17	Lump sum
Demobilization Note: Mobilization/Demobilization- the contractor shall be responsible for the mobilization and demobilization of equipment throughout the project due to changes in the mining strategy to accommodate the site's operation needs. No additional mobilization or demobilization cost shall be added to the contract.	4.0	Lump sum
Construction of stormwater diversion berms and let down structures	2.14	Lump sum
Additional Excavation, Waste Screening and Transportation	2.1, 2.3	Unit Pricing

METHOD OF PAYMENT

For final cover soil excavation and mined waste excavation, the contractor will be paid for the actual surveyed in- place quantities which will be determined based on the surveys conducted throughout the project. In-place quantity surveys shall be performed by a third-party surveyor (licensed and registered in the State of Florida) employed by WSD. The WSD will provide the in-place volume estimates to the contractor after each topographic survey. The contractor may hire their own third-party surveyor (licensed and registered in the State of Florida) to confirm the volumes estimated by the WSD.

During months when survey data are not available, the volumes of mined in-place waste and/or excavated final cover soil volumes will be estimated utilizing truckload counts to approximate material volumes for contractor payment. The volume of excavated final cover soil will be estimated by multiplying the number of final cover soil truckloads by the manufacturer-specified truck capacity (tailgate heaped volume or heaped volume). This number will then be divided by a swell factor of 1.6 to approximate the total in-place volume excavated of all material categories except the final cover soil. For the final cover soil, truckload count will be multiplied by the manufacturer-specified truck capacity (tailgate heaped volume or heaped volume) and then divided by a swell factor of 1.3 to approximate the total in-place final cover soil volume mined. Anytime mined in-place waste quantities or excavated final cover soil quantities are estimated utilizing the methodology above, total mined in-place waste or excavated final cover soil volumes will be determined based on subsequent surveys and will be adjusted by these previous volumes so that all payments to the contractor are based on surveyed quantities.

An estimation of waste composition (screened waste, reclaimed soil recovered with excavated waste screening, regulated asbestos containing material, prohibited waste, and hazardous waste) would be needed for payment based on cost items and basis presented in Cost Proposal of the RFP. The WSD will track the truckload counts and truckload volume of different waste materials transported. The truckload and volume data will be used for waste composition. The records will be available for contractor's review at the end of each day. Contractor may retain an independent license surveyor to cross check this data.

1.0 INTRODUCTION

The Escambia County Waste Services Department (WSD) is seeking to mine the unlined cell(s) at the Perdido Landfill for future lined cell(s) construction, (See Attachment 1- Site Plan). The final cover soil and waste deposited in these cells will be excavated. The final cover soil will be stockpiled on site. The excavated waste will be screened to separate soil from the waste material. The screened waste will be transported to and deposited in the active Section 5, Cell 1A and the soil recovered from screening operation will be stockpiled on the lined cell(s) or other area designated by the WSD. The Mining Excavation Plan presented in Attachment 1, provides the estimated limits of the area proposed for waste excavation and the estimated bottom grades resulting from the proposed waste excavation. The proposed mining area (Phase II) is estimated to contain approximately 520,000 cubic yards of material (final cover soil and waste material). It is estimated that the Phase II mining area contains approximately 220,000 cubic yards of the final cover soil and 300,000 cubic yards of to MSW (mixed with soil) (including soil). Quantities and limits of excavation are based on the current information available from previous investigations and the total volume and distribution (quantity of waste versus quantity of soil) of material excavated from Phase I the full- scale mining project, however, actual quantities of cover soil and waste to be excavated may vary from the estimates provided. The WSD provides no warranty or guarantee concerning the accuracy of quantity, characteristics, or composition of the waste materials and quantity of the final cover soil in the unlined cells. Furthermore, the WSD may request that the contractor perform additional mining (beyond the 520,000 cubic yards) transportation as per the scope described in this section to complete the rest of the XX-acre of unlined area containing approximately XXX,000 cubic yards of waste utilizing the established unit rates for Phase II mining project.

2.0 SCOPE OF WORK & SPECIFICATIONS

The proposed project entails the following activities and scope of work:

- Excavation, transportation and stockpiling of the final cover soil in an area to be designated by WSD. The thickness of final cover soil varies.
- Excavation and screening of the waste to separate the waste fraction from the soil fraction of the mined material.
- Transportation of the screened waste to the working face of the active lined cell in accordance with the landfill's operations plan and the direction provided by WSD.
- Transportation and stockpiling of the reclaimed soil recovered by waste screening in accordance with the direction provided by WSD.
- Sort and stockpile the wastes that are prohibited from disposal in the Perdido Landfill (e.g., whole tires, lead acid batteries) in accordance with FDEP solid waste rules and the Perdido Landfill's operations plan in a roll-off container. The WSD will transport stockpiled waste to the designated area.
- Spot and sort regulated asbestos containing material waste.
- Bag and transport regulated asbestos containing material to the active lined cell per WSD policy.
- Spot and transport encountered hazardous waste to the WSD supplied lined pad.
- Implement and maintain measures to control leachate and stormwater runoff from the exposed waste of the mining area.
- Implement measures to control litter.
- Implement measures to control dust.
- Implement measures to control odor.

Special Note: The WSD may consider executing some of the project tasks described in this section themselves including in-house resources. These tasks include but not limited to dust control, litter control, odor control, and hazardous waste transportation to the containment pad.

Specifications pertaining to the tasks listed above are presented below.

2.1 SOIL EXCAVATION, TRANSPORTATION, AND STOCKPILING

The proposed mining area consists of a top cover layer (referred to as final cover soil) that ranges in thickness from approximately 0.5 to 13 ft. The final cover generally consists of three layers -topsoil, a sandy drainage layer, and a clay layer. The contractor shall excavate/scrape, transport and stockpile the final cover soil layers. The scope of services pertaining to this task shall include, but not be limited to:

- The contractor shall excavate or scrape and separate the three layers of the final cover soil to the extent practicable. These layers shall be individually transported and stockpiled. In other words, the topsoil, sand drainage layer and clay layer shall be transported and stockpiled into a topsoil stockpile, sand stockpile and a clay stockpile, respectively. Location of the final cover soil stockpiling area to be determined.

- The final cover soil should be excavated (or scraped) to the elevation determined by the WSD and their engineers in the field. WSD's on-site engineer or designee will visually inspect the excavated material to decide whether the load is managed as the final cover soil or the waste material while the final cover soil near the soil-waste interface is being excavated.

- Final cover soil stockpiles shall be routinely shaped to have a side slope not steeper than 33% (3 ft horizontal distance per 1 ft vertical rise) and be sodded/seeded and maintained as needed to minimize erosion and sediment loss.

- The final in-place cover soil volume shall be determined by the following approaches:
  The contractor shall mobilize appropriate equipment resources to excavate at least 2 test pits or boreholes per acre to estimate the final cover depth in the mining area before the start of the project. The in-place final cover soil volume shall be calculated by multiplying the mining area with the average final cover depth. The location of the test pits or boreholes shall be determined by WSD. This volume final cover soil excavation (with approximately 6 inches left in place) shall be surveyed by a licensed surveyor employed by the County to quantify the volume of the final cover soil excavated for billing purposes. Survey is to take place monthly for the first three (3) months of the project and every third month thereafter. The WSD shall provide the in-place volume estimate to the contractor based on the survey data. The contractor will immediately notify, in writing, the WSD of any discrepancy. The WSD's project manager will make the final decision.

- Approximately six (6) inches of final cover soil should remain over waste interface until waste screening activity begins. Final cover soil is expected not to contain waste and, therefore, need not be screened.

- The contractor shall perform sequencing of final cover soil excavation and waste screening activity to effectively control and minimize sediment from stormwater run -off.

2.2 WASTE EXCAVATION, AND LOADING ON SCREEN

The scope of services pertaining to this task shall include, but not be limited to:

- Contractor shall excavate/scrape waste to the unlined cell bottom elevation shown in the Mining Excavation Plan (Attachment 1) or the elevation determined by the WSD's on-site supervisor during the excavation process.

- Waste excavation shall be sequenced such that the working face is minimized (to reduce leachate generation). Leachate is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

- The waste excavation shall be sequenced such that stormwater runs off freely and does not collect or pond on the landfill surface.

- The contractor should create smooth transitions between the existing grades and adjacent new grades.

- Excavation shall be conducted in compliance with OSHA regulations (29 CFR 1926 Subpart P).

- The exposed waste surfaces in the area(s) where no excavation is planned within 48 hours shall be covered with a six-inch thick soil layer or a 6-mil (minimum) polyethylene sheeting to minimize the working face. The contractor shall cover the exposed waste surface at the end of each working day if an excessive odor problem is noticed from the excavated waste.

- The contractor is responsible for arranging inspection/evaluation of the presence of underground utilities in the proposed mining area. If uncharted utilities are encountered, contractor shall stop working and notify the WSD and their engineer.

- The site supervisor shall be 40-hour HAZWOPER trained as detailed in OSHA regulations (29 CFR 1910.120) and shall have completed an initial spotter training course in accordance with Florida Administrative Code 62-701.320. In addition, the site supervisor shall be trained to identify regulated asbestos containing material and hazardous waste.

- If any waste items that are prohibited for disposal in the landfill are encountered during excavation (Section 2.1.1 of the RFP for the list of prohibited waste), the contractor shall be responsible for identifying prohibited wastes after they are excavated and stockpiling these materials in a roll-off or another impervious container provided by the WSD. The WSD will transport the stored (or stockpiled) waste from the site.

- Whole tires, white goods (appliances etc.), and other materials that the WSD on-site supervisor deems to have a salvageable value shall be separated from the MSW (either before or after screening), individually stockpiled near the mining area. The WSD will transport the stockpiled waste to the respective on-site management areas.

- The contractor shall stop waste excavation and immediately notify the WSD in the event suspicious industrial/commercial hazardous waste (e.g., drums larger than 20 gallons) or asbestos containing materials (ACM) is spotted. As with any landfill excavation project some hazardous or asbestos-containing wastes may be encountered during excavation. The WSD will assist the contractor in identification of hazardous waste and ACM. The area in which suspicious hazardous waste is spotted shall be evacuated and cordoned off until the waste is removed from the area. While the suspicious waste is being characterized and removed, the contractor can relocate equipment and continue waste excavation in area(s) at least 100 ft from the suspicious waste spot.

2.3 WASTE SCREENING

The excavated waste shall be screened to segregate soil from the waste materials. The waste fraction resulting from the screening of the excavated waste is referred herein as *screened waste* and

the soil fraction recovered with waste screening is referred to as *reclaimed soil.* From the Phase I mining project at the Perdido Landfill, waste screening was determined to be the rate limiting step. The requirements specific to waste screening shall include, but not be limited to:

- The screen should be track mounted, and the screen opening size shall not exceed 3 inches.

- The soil content of the screened waste should not be more than 10% by weight (wet weight basis). The WSD and their engineers, at their discretion, will collect samples of the screened waste to determine its soil content. The screened waste sample(s) (which will be approximately 1 to 2 cubic yards) may be collected either from the screened waste stockpile near the screen or as it drops off the screen conveyor or from the truck hauling screened waste for disposal in the active cell. The sample may be collected at any time during the operating hours of the project.

- In the event soil content of the screened waste sample is determined to be more than 10%, the contractor shall suspend mining operation until the contractor takes steps necessary to maximize the soil recovery. The WSD will not be responsible for loss of productivity or capital in the event the contract shall suspend mining operation to optimize soil recovery from waste screening.

- Because of wet conditions resulting from rain events, waste excavation and screening may need to be suspended during rain events. Furthermore, if the stormwater run-off management results in highly wet conditions at the working face and the areas where equipment is staged, excavation may be suspended following rain events as well. The contract time includes rain days. No additional time will be allowed for rain days.

- If directed by the WSD's on-site supervisor, the contractor shall temporarily suspend waste screening and transport the excavated waste directly to the active lined cell.

- The contractor shall also plan for screening equipment breakdowns – results of the pilot mining project revealed that screening equipment would require maintenance throughout to allow for cleaning (unclogging) and repair of the equipment.

- The contractor is recommended to take the lessons learned from the Phase I mining project (as presented in Attachment 2) into account for selecting a screen for the project.

2.4 SCREENED WASTE TRANSPORTATION

The contractor shall transport the screened waste to Section 5. The WSD will compact the screened waste in the active lined cell.

2.5 RECLAIMED SOIL TRANSPORTATION AND STOCKPILING

The contractor shall transport and stockpile the reclaimed soil to Section 5, or an alternative area as directed by county staff. The stockpile(s) shall be routinely shaped with a dozer with a slope not steeper than 3 ft horizontal to 1 ft vertical rise.

2.6 BERMED SOIL EXCAVATION, TRANSPORTATION, AND STOCKPILING

Soil lenses/berms embedded in waste are expected to be present. Soil excavated from these locations, if visually not contaminated with waste, shall not be screened. The top 2 ft (approximately) of the soil excavated from the embedded berms shall be transported directly to the reclaimed soil stockpile and the balance shall be transported to the final cover soil stockpile. Please note that the final cover soil is

expected not to contain waste and, therefore, need not be screened. The waste is expected to contain berms of soil embedded in waste. The contractor shall excavate, transport, and stockpile the embedded berm soil with the final cover soil (the top 2 ft of bermed soil that has been in contact with waste shall be stockpiled with the reclaimed soil). The bermed soil will be stockpiled either with the final cover soil or reclaimed soil depending on quality.

2.7 MAINTENANCE OF THE FINAL COVER SOIL STOCKPILES

The contractor shall implement measures including but not limited to seeding/sodding and silt fencing to control erosion and sediment loss. The vegetative layer shall be maintained until established. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.8 MAINTENANCE OF THE RECLAIMED SOIL STOCKPILE

The contractor shall implement measures including but not limited to seeding/sodding and silt fencing to control erosion and sediment loss. The vegetative layer shall be maintained until established. The contractor shall implement measures to control stormwater run-off from the reclaimed soil stockpile. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.9 REGULATED ASBESTOS CONTAINING MATERIAL SPOTTING AND SORTING

The contractor may encounter some asbestos containing materials (ACM) during waste excavation. The contractor shall notify the landfill operator immediately if regulated ACM is spotted. The contractor shall adequately wet the regulated ACM to prevent any visible emission when handled and set aside the ACM encountered during waste excavation.

2.10 REGULATED ASBESTOS CONTAINING MATERIALS BAGGING AND TRANSPORTATION

The contractor shall bag the regulated ACM in clear (see-through) sealed plastic bags of six (6) mil minimum strength and thickness. The bags must be clearly labeled with a warning which states:

CAUTION CONTAINS ASBESTOS, AVOID OPENING OR BREAKING CONTAINER. BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH.

The contractor shall then transport the bags to the active lined cell (Section 5) and coordinate disposal of ACM with the landfill operator.

2.11 PROHIBITED WASTE SORTING, STORAGE AND TRANSPORTAITON

The contractor shall identify and remove waste materials that are prohibited from disposal in the Perdido Landfill's lined cell(s). The following waste items that are prohibited for disposal in landfill may be encountered. These waste items when encountered shall be separated from the excavated waste and temporarily stockpiled. The WSD will routinely transport the stored (or stockpiled) waste to the designated areas.

i. Whole waste tires.

ii. White goods. "White goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

iii. Lead-acid batteries. "Lead-acid batteries" means those lead- acid batteries designed for use in motor vehicles, vessels, and aircraft, and includes such batteries when sold as a component

part of a motor vehicle, vessel, or aircraft.

iv. Used oil. "Used oil" means any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become contaminated and unsuitable for its original purpose due to the presence of physical or chemical impurities or loss of original properties.

2.12 HAZARDOUS WASTE SORTING AND TRANSPORTATION

The contractor shall spot, sort, and transport the hazardous waste to an on-site hazardous waste storage pad supplied by the WSD. The method of hazardous waste transportation between the mining area and the containment pad is up to the contractor; however, the contractor would be responsible for the cleanup of any spills during transportation. The WSD will be responsible for the management of hazardous waste.

2.13 AREA RESTORATION

Upon completion of the mining operation in an area, the exposed waste surfaces shall be covered with 18 inches of soil. The top 4 to 6 inches of the cover shall consist of top soil capable of supporting vegetation growth. The stockpiled final cover soil and top soil may be used for this purpose. The reclaimed soils shall not be used for this purpose. The final cover shall be seeded/sodded to control erosion and sediment loss. The contractor shall use erosion control mat or equivalent provisions to stabilize slopes and minimize soil erosion until the vegetation is well established. The vegetative layer shall be maintained until established. The contractor shall repair any erosion at their cost until the vegetation is well established.

2.14 LEACHATE AND STORMWATER RUNOFF CONTROL

The scope of services pertaining to this task includes:

- The contractor shall construct stormwater diversion berms and let down structures to divert all stormwater from adjacent areas around the mining area (refer to Attachment 1-Mining Excavation Plan).

- The contractor shall construct berm(s) to divert stormwater from running on to the exposed waste surface(s). The stormwater that contacts waste shall be managed as leachate. *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials. The contractor shall construct berms to prevent mixing of leachate with stormwater runoff and keep the excavation area free of standing water with pumps, hoses, and other necessary equipment.

- The contractor should transport leachate generated to the leachate storage ponds located south of the Section 4. WSD must be notified prior to any discharging of leachate into the designated storage ponds. The method of leachate transportation between the mining area and the leachate storage ponds is up to the contractor; however, the contractor would be responsible for the cleanup of any leachate spills.

- The contractor shall ensure that soil (native or reclaimed) is not transported to the leachate storage ponds along with leachate. The contractor shall be responsible for cleanup of the leachate storage ponds and damage to pump and aerator (installed at the ponds) caused by excessive soil transported to the pond along with the leachate from the mining area.

- The WSD will bear the cost of management of the leachate once pumped/transported to the leachate storage ponds.

- The contractor shall prevent the transportation of soil (native or reclaimed) to stormwater ponds along with stormwater. The contractor shall be responsible for cleanup of stormwater ponds and damage to pumps (installed at the ponds) caused by soil transported to the pond along with stormwater from the mining area. The contractor shall be responsible for restoring and/or removing silt from drainage media layer of the pond per its design in the event its performance is compromised because of blinding of the drainage media or a change in grades.

- All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.15 ODOR CONTROL

The contractor shall implement measures such as application of soil cover on working face or spraying of odor masking agents to control odor originating from the excavated waste. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.16 DUST CONTROL

The contractor shall implement methods to control dust. Stormwater can be used for controlling dust during landfill mining operations and is available onsite at a storm water pond located at the southwest stormwater pond. The contractor will use their own equipment to pump and haul water to the job site as required.

2.17 LITTER CONTROL

The contractor shall implement measures to control blowing litter resulting from the mining operations, which may include but not be limited to the application of cover soil at the end of the working day, wind screens, and fences. The contractor shall be responsible for implementing, monitoring, and repairing litter control devices as needed to minimize blowing litter. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.18 Waste Excavation and Transport (without screening)

Because of wet conditions or other unforeseen events, the WSD may decide the suspend waste screening and consider direct transportation and disposal in the active cell. If directed by the WSD's on-site supervisor, the contractor shall temporarily or permanently suspend waste screening and transport the excavated waste directly to the active lined cell. The contractor shall not be compensated for waste screening in the event that the excavated waste is directly transported without screening to the active cell.

2.19 Waste Placement and Compaction in Active Cell

The contractor shall place and compact the screened waste from the mining area in the active cell upon a written authorization from the WSD. The contractor shall comply with site operating procedures associated with waste placement and compaction. The WSD is seeking bid for this task as a contingency only. The contractor shall not be compensated for this task unless specifically authorized in writing to proceed with this task.

3.0 HEALTH AND SAFETY

The contractor's responsibility pertaining to health and safety include as a minimum:

- Contractor is responsible for following the general safety rules as listed in the Perdido Landfill permitted operations plan at all times while on site. A copy of the operations plan may be obtained from the WSD.

- Contractor shall prepare a site-specific health and safety plan (HASP) for the project that must be followed by the contractor and its temporary workers and subconsultants (if applicable). If the contractor is not capable of preparing a HASP, the contractor shall employ consultants with appropriate capabilities. Contractor is solely responsible for adequacy of HASP's preparation and implementation for its employees. At a minimum, contractor shall comply with all the HASP requirements of the current Florida Department of Environmental Protection (FDEP) permit for the landfill. A copy of the permit can be obtained from WSD.

- Contractor shall ensure personnel comply with basic provisions of OSHA Safety and Health Standards 29 CFR 1910, General Construction Standards 29 CFR 1926, and all state of Florida requirements. Contractor personnel (site supervisor and the operator(s) performing excavation) shall have current 40-hour HAZWOPER certification per 29 CFR 1910.

- Contractor is responsible for initiating, maintaining, and supervising safety precautions and programs. Contractor must take necessary safety precautions for project site employees as well as other persons and organizations that may be affected by project activities. Contractor's responsibility shall continue until engineer has issued notice to contractor that work is complete.

- Contractor shall submit copies of HASP to WSD within 10 days of receiving the notice to proceed for informational purposes and to aid in WSD's compliance with the contractor's HASP. Work on-site shall not proceed until HASP has been submitted to WSD. Submittal of contractor's HASP shall neither impose on the engineer the responsibility for adequacy of HASP nor relieve contractor from full responsibility for HASP implementation.

- Contractor shall conduct orientation of all subcontractors and others that will be onsite during the project including WSD staff and engineer before construction activities commence.

- Contractor shall conduct daily safety meetings to discuss changing working conditions, problems encountered, personal protective equipment, etc.

- All personnel are required to be in personal protection equipment Level "D" at a minimum. The contractor must supply all personal protection equipment and enforce the wearing of the personal protection equipment. This will include at a minimum the following items:

    - Coveralls
    - Steel-toed and steel-shank boots
    - Hard hat
    - Safety glasses
    - Rubber gloves shall be used when handling waste materials

- This listing is not intended to limit the level of personal protection equipment that the contractor uses. If an upgrade of personal protection equipment and clothing to Protection Level A, B, or C is required, contractor shall notify the WSD and evacuate the mining site. The WSD's emergency response team will complete the work requiring such protection and procedures.

- Contractor shall be capable of safely exiting the site in the event that potentially hazardous or unsafe conditions are encountered.

- Contractor shall conduct mining operation (waste excavation and screening) in adequate lighting condition. Contractor shall not conduct mining operation during rain events and comply with County's operating procedures during adverse weather conditions.

- Screened waste and reclaimed soil are to be delivered to the Class- I landfill area throughout the project. Contractor's vehicles transporting this material could encounter intermittent congested traffic conditions at the Class-I landfill. For safety considerations Contractor personnel i.e. dump truck drivers, must have radio communications with Class-I landfill personnel.

4.0 OTHER RESPONSIBILITIES AND CONSTRAINTS TO CONTRACTOR

Other responsibilities and constraints of the project and the project contractor include:

- The contractor shall be responsible for the mobilization and demobilization of equipment throughout the project due to changes in the mining strategy to accommodate the site's operation needs. No additional mobilization or demobilization costs shall be added to the contract.

- Contractor shall submit a construction activity schedule along with an excavation and mining sequence plan, leachate and stormwater management plan, dust and litter control plan, and HASP to the WSD and their engineer within 10 days of the notice to proceed for approval prior to commencement of landfill mining activities.

- Two weeks' notice must be provided to WSD and engineer prior to the start of construction.

- The contractor shall meet with the WSD project manager and staff at Perdido Landfill weekly to discuss project related issues including, but not limited to, the work progress, field observation, and problems.

- Gas collection system devices (well heads, below-ground header pipe, condensate sump etc.) will be encountered during the final cover soil and waste excavation. The contractor shall dismantle/decommission these devices when encountered. The contractor shall cap headers or laterals, when needed, to minimize air intrusion into the gas collection system. Further details on the gas collection system layout can be obtained from the WSD.

- Unless otherwise stated in the RFP, the contractor shall comply with all the requirements of the current FDEP permit for the landfill. A copy of the permit can be obtained from WSD.

- Mining operation shall occur during the working days and hours of the facility operations (Monday to Saturday 5:00 AM to 5:00 PM). No work will be conducted on site by the Contractor beyond the operating hours of the landfill, or any time of the day on Sundays and legal holidays without obtaining written permission from the WSD. The WSD may revoke such permission at any time. Emergency work may be done without prior permission. However, the contractor shall notify the WSD of emergency events within one (1) hour of the emergency event.

- The contractor should protect existing site features including liner and groundwater and gas monitoring wells. Damaged site features will be repaired at contractor's expense. If marked corners and monuments are damaged by the contractor or contractor's subcontractor or supplier, contractor shall repair or replace the damaged features and document repair under

the supervision of Registered Professional Land Surveyor (LS) licensed in the State of Florida, employed by or subcontracted to contractor. Contractor shall protect any adjacent property from damage due to dewatering operations.

- The contractor shall immediately report any incidents of accidents, spills, releases, discovery or excavation of drums, potentially hazardous substances, and other related incidents to the WSD and its Engineer.

- The contractor shall confine the mining operations (screening, waste sorting etc.) within the boundaries of the unlined cells.

- The contractor shall not impact existing landfill operations, and coordinate all activities related to this project with the landfill operator to minimize conflicts and delays. Contractor shall conduct operations to avoid inconvenience to owner, other contractors, general public, and operation, maintenance and monitoring of the landfill site.

- The contractor shall provide the WSD the expected storage requirements for this project. The WSD shall designate the storage and processing areas for the project. Contractor may store equipment and materials on the premises in areas approved by the WSD at no charge to the contractor. If additional storage area is needed, it shall be obtained and paid for at no additional cost to the WSD. Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on the site. Contractor shall coordinate material delivery and stockpiling with WSD.

- The contractor shall always keep driveways and entrances serving premises clear and available to WSD and their staff . These areas will not be used for parking or storage of materials or equipment.

- The contractor assumes full responsibility for protection and safe keeping of material and equipment stored on site.

- The contractor will have communications equipment like telephones, cell phones, and equipment to communicate with WSD personnel and the landfill operator at all times and shall provide the contact numbers of its personnel to the WSD before the start of the project.

- Should the Contractor be found to have failed to perform his services in a manner satisfactory to the WSD, the WSD may terminate the contract immediately. The WSD shall be sole judge of non-performance.

5.0 FACILITY INFORMATION & SITE DESCRIPTION

The Escambia County Waste Services Department (WSD) owns and operates the Perdido Landfill located at 13009 Beulah Road in Cantonment, Florida, approximately 20 miles northwest of downtown Pensacola (see Attachment 1). The site covers approximately 557 acres, north of Nine Mile Road. The facility serves the residents of Escambia County and has been accepting residential, commercial and industrial waste for disposal since 1980.

The site contains closed and active Class-I and Class-III landfill areas, and other related waste management operations and facilities. From 1981 through part of 1990, Class I waste was disposed into approximately 45 acres of unlined landfill cells using a trench-and-fill disposal method. Construction and demolition (C&D) debris was later disposed of in some portions of the unlined area. Several lined landfill cells (Section 1, 2A, 2B, 3A, 3B, 3C, and 4) were constructed contiguous to the unlined landfill area. Figure 2 in Attachment A presents a plan

view of the site with individual cells delineated. Waste is currently being placed in Section 3C/Section 4. The WSD intends to mine (or reclaim) the unlined cells and use the reclaimed land for future lined landfill cell(s) construction to meet the Escambia County's future waste disposal needs. The Site Plan in Attachment 1 depicts the location of the unlined cells and the limits of the lined cells. The Mining Excavation Plan presents the existing grades and limit of excavation for Phase II mining.

The landfill gas from unlined cells is collected via a number of vertical wells and below-grade high density polyethylene (HOPE) piping that connects the well field to the blower and flare station.

5.1 LANDFILL MINING: HISTORICAL INVESTIGATION AT PERDIDO LANDFILL

The WSD has taken a phased approach in the past few years to explore the idea of mining the waste and soil from its unlined landfill cells with the idea of lining the mined area for future waste disposal. In the first phase, a desktop economic and technical feasibility analysis was conducted. In the second phase, the WSD advanced 39 boreholes and excavated and screened waste from eight test pits to collect site-specific waste composition data and verify the bottom elevation of the unlined cells. The preliminary economic feasibility analysis was updated based on the data collected in the second phase. The key lessons WSD learned from the first two phases of its evaluation are summarized as follows:

- The data gathered with the advancement of 39 boreholes indicated that the topographic data available for the unlined cell bottom that were used for the estimation of waste volume contained in the unlined cells are representative of the true landfill bottom (borehole locations are presented in Attachment 3). Estimates indicated that approximately 1.5 million cubic yards of material in the unlined cells (final cover soil and waste) can be mined without any substantial mining of the Class Ill waste that is deposited over a portion of the unlined cells.

- The thickness of final cover soil was assessed at the 39 borehole locations. The final cover soil thickness at the site ranges from approximately 0.5 ft to 13 ft and comprises approximately 30% of the total volume of the material that will be excavated from the unlined landfill cells.

- The soil fraction of the excavated material (consisting of soil and MSW) was estimated to be 24% of the volume (60% by weight) of the material excavated from the unlined cells (this excludes the final cover fraction). This volume of soil also does not include the soil contained in the berms that separate the trenches of waste in the lower portion of the unlined cells.

- Leachate seepage was observed in two of eight test pits, suggesting that leachate seepage control may be an operational issue during full-scale mining. *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

- Waste screening evaluation suggested that a screen with an opening size between 1 inch and 3 inches would result in optimum segregation of soil from the excavated waste material.

- Either a shaker screen (with vibrating fingers) or a trommel screen should be used for waste screening. The screener should be able to provide sufficient contact time between the material and the screen for efficient soil separation. A mesh- type screen that was used for waste screening during the test pit excavation was found to clog over time. Punch-plate trommel screen was found to be more effective and efficient in screening waste than a shaker screen during the previous mining activities at the site.

- In the third phase of its full-scale mining feasibility assessment, the ~~ECS~~WSD conducted a pilot-scale landfill mining project to confirm some of the findings of the previous investigations and to further evaluate site- and project-specific operational issues. The waste excavation, screening, and transportation activities for the pilot project were performed by Aero Training & Rental, Inc. (Destin, Florida) between early June 2008 and mid-November 2008. Approximately 46,000 cubic yards of waste was excavated from a 3-acre section of unlined landfill cells located east of Section 3C as shown in Figure 3 (Attachment A). The findings of the pilot-scale project are summarized as follows:

- Soil constitutes approximately 60% (by volume) of the excavated material (this figure excludes the final cover soil that was initially removed before excavation).

- The trommel screen was more efficient in separating soil from the waste than the shaker screen. The material screening rate achieved with the trommel was greater than that of the shaker screen.

- No hazardous waste or asbestos-containing material was encountered during the pilot-scale project.

- Wetting of the waste from rainfall negatively impacted screen performance and hindered movement of dump trucks in and out of the mining area.

- Waste screening was determined to be the rate limiting step of the project.

- Waste shredding before screening did not result in significant increase in soil separation efficiency.

6.0 COMPANY EXPERIENCE AND FINANCIAL CAPACITY

- Proposer shall provide information to demonstrate their firm's qualifications and ability to provide the scope of services described in this RFP. Information regarding:
  - Parent companies
  - Affiliates, subsidiaries
  - Subcontractors which would assist in performing the scope of services shall be included in this section.
- Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the Submitter's bonding capacity and bonding rate.

- Annual dollar workload listed for each of the last six (6) years inclusive of projects per year:

2018 # projects_____$_____
2017 # projects_____$_____
2016 # projects_____$_____
2015 # projects_____$_____
2014 # projects_____$_____
2013 # projects_____$_____

Specifically identify those projects that are of a similar nature.

- List projects for which firm is currently committed including:
  - Name & location of each project

- Time frame to complete each project
- Construction cost of each project
- Type of project

6.1 SIMILAR PROJECT EXPERIENCE

This section shall include the following information for each of the projects of similar complexity (MSW excavation, soil excavation, MSW screening, soil screening, stormwater control, asbestos containing material handling) completed by the firm within the past 6 years:

- Project name
- Project location
- Project owner
- Project scope
- Your role (Prime, Joint Venture, or Subcontractor) and work your company self-performed
- Construction cost
- Extent and type of work you subcontracted out
- Dates construction began and completed
- Were you terminated or assessed liquidated damages? (If yes, attach an explanation)

6.2 PROJECT UNDERSTANDING AND IMPLEMENTATION METHODOLOGY

Proposer shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule. Proposers shall provide a comprehensive narrative statement that sets out the management plan and methodology they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule. Include major tasks and sub-tasks that will address the following (please refer Part IV of the RFP for detailed scope of work and Part V for facility information):

- A project organization chart showing Project Manager, Site Superintendent and other key personnel proposed to work on this project, and their related experience;
- Proposed final cover and waste excavation techniques and equipment to be used;
- Proposed identification and separation techniques for whole tires, white goods, and other wastes prohibited from disposal in landfill and equipment to be used;
- Proposed asbestos containing material (ACM) identification and regulated ACM handling techniques.
- Proposed screening equipment to be used;
- Proposed methods to minimize leachate generation and control stormwater; *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.
- Proposed methods for control of odor, dust, and litter.
- Proposed equipment storage requirements;
- Proposed contingency procedures to be followed for emergencies such as discovery of drums or hazardous substances, spills, releases or discharges of petroleum products or hazardous substances, control of fires or smoke during excavation operations.
- Project implementation schedule

6.3 TEAM QUALIFICATIONS

This section shall include the following information:

- A narrative description of the organization of the project team.
- A list of sub-contractors(s) that the contractor is planning to contract for the project.
- An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; such personnel should include, but are not limited to, the Project Manager, On- site Manager (Superintendent), and other key personnel; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. For each of the personnel who will work on the project, provide the following information:
    - Individual's name and title
    - Individual's assignment on this project and the number of estimated hours for each individual
    - Years of experience:
    - With this firm
    - With other firms
    - Education
    - Current Certification(s) / Registration(s) and state(s) in which held
    - A description of specific experience and qualifications relevant to this project
    - Resume (optional)
    - A statement committing to the assignment of these proposed persons to the project if firm is selected.

6.4 REFERENCES FROM PAST PROJECT OWNERS

Proposer shall include references from owners of past 3 projects with cost over $1 million with specific mention of firm's ability to meet schedule and ability to complete project within the budget, and the following information for reference:

- Name of Project
- Location of Project
- Owner of Project
- General Scope of Project
- Your Role (Prime, Joint Venture, or Subcontractor) and work your company self-performed
- Construction Cost
- Extent and Type of Work you Subcontracted Out
- Dates of Construction:
    - Began
    - Completed
    - Your Performance Evaluation by Owner, if known
    - Were You Terminated or Assessed Liquidated Damages? (If yes, attach an explanation)
    - Owner's Point of Contact for Reference
    - Name
    - Company
    - Phone Number
    - Fax Number
    - Email Address

6.5 APPENDIX A (OPTIONAL)

Proposer can include any other additional, pertinent details to describe the proposer technical

capabilities.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County legal department for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created:
Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other: _____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address: _____
Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land) (Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:
Telephone Number:_____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Contract must be signed by the President or Vice-President. Any other officer must have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)
(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

_____
Submitter's Signature

_____
Date

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.co.escambia.fl.us/purchasing
Click on ON-LINE SOLICITATIONS

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment

21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Service

SPECIAL TERMS AND CONDITIONS

INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowner and hired automobiles and employee nonowner ship use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Lawrence A. Gordon
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested. For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

- BUILDERS RISK COVERAGE
  Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

  The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

- POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE
  Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum conditions which shall be met by all Contractors and subcontractors performing work for Escambia County. The Contractor shall be responsible to ensure his compliance with all State and Federal safety regulations as specified in County contract documents. Reported or observed violations of OSHA (29 CFR 1910 or 1926) and other regulations shall be brought to the attention of the County project manager and County Safety Office and shall be immediately corrected by the Contractor. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County to either the project insurance coordinator or the Department of Labor and Employment Security, Division of Safety, for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable

protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a controlled construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the

appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: ATHIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY, and other general safety warning signs, i.e., AHARD HAT AREA, as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during A off@ hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County Safety Office and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised. A set of these construction plans, with a signature of

approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County Safety Office. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction

debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior approval from the project manager or County Safety Office shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior approval for use of these metals shall be obtained by the Contractor from the project manager.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County Safety Office for review.

(16) The County maintains programs for the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager or the County Safety Office.

(17) The above-cited guidelines represent minimum expectations and actions which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager or County Safety Office.

Memorandum

Waste Services Department
13009 Beulah Road
Cantonment, Fl. 32533-8831
Phone: 850.937.2160

To: Dawn Templin, PE,
FDEP-Northwest District Solid Waste Engineer
From: Brent Schneider, PE, EEQ Manager
Re: Perdido Landfill
Annual Lifespan/ Capacity Calculations
Date: December 2019

BRENT D. SCHNEIDER LICENSE No. 70706 STATE OF FLORIDA PROFESSIONAL ENGINEER 12.30.19

OBJECTIVE:

This memo presents updated Perdido Landfill lifespan projections based on the most recent November 20, 2019 aerial photography and topographic survey (2019 survey). The lifespan projections are based on an evaluation of the landfill capacity for the current closure plan, which includes a 3:1 slope from the existing surface to a peak elevation of 250 feet for Section 5, Cell1A.

A Figure showing the final cover surface is provided as Attachment 1.

CAPACITY AND LIFESPAN PROJECTIONS:

The landfill capacity and lifespan projection calculation spreadsheet and references (Attachment 2) are based on parameters defined below and summarized in Table 1.

1. Starting Annual Disposal Rate: The starting waste disposal rate in 2019 in tons per year (tpy) is calculated based on the total waste disposed of between the dates of the surveys converted to annual disposal rate.

2. Annual Growth Rate: An annual growth rate is used in the lifespan calculation to model the annual increase in waste flow to the landfill. This increase is based on published population projections as the measure for the annual growth, assuming that the average per capita waste production will remain constant. The annual growth calculation of 0.54% from 2019 to 2024 is based on the University of Florida Bureau of Economic and Business Research (BEBR), Projections of Florida Population by County 2020-2045, Volume 51, Bulletin 180, January 2018.

3. Waste Weight-to-Volume Ratio: The waste weight-to-volume ratio (density) converts the waste tonnage landfilled into a volume for determining the volume remaining for each year of landfilling. The density is calculated by dividing the total tonnage of waste placed between topographic surveys by the total volume of airspace used between topographic surveys.

   Because the previous January 9, 2019 topographic survey (comparison surface) was conducted while Cell 1A construction activities were ongoing, the calculated density does not exclusively reflect compaction rate. In otherwords, some "fill" associated with the cell protective sand layer was captured in the volume analysis that increased the volume differential, in turn lowering the calculated density. In summary, the waste weight to volume ratio was approximately 1,350 lb/CY. For projecting remaining lifespan, a 3 year average (2016-2018) of previous densities was used.

   It should also be noted that the waste weight to volume ratio used in the capacity and lifespan projection is not an accurate representation of the density of the compacted waste because it does

not include the weight of the material used for daily and intermediate cover. Perdido Landfill uses mulch received from ECUA as daily cover.

4. Volume Remaining: The volume remaining in the landfill is calculated using CADD software by subtracting the 2019 topographic survey surface from the final closure design surface. In this case the final grade surface is determined using a 3:1 final slope to a final elevation of 250 feet for the Section 5, Cell 1A design.

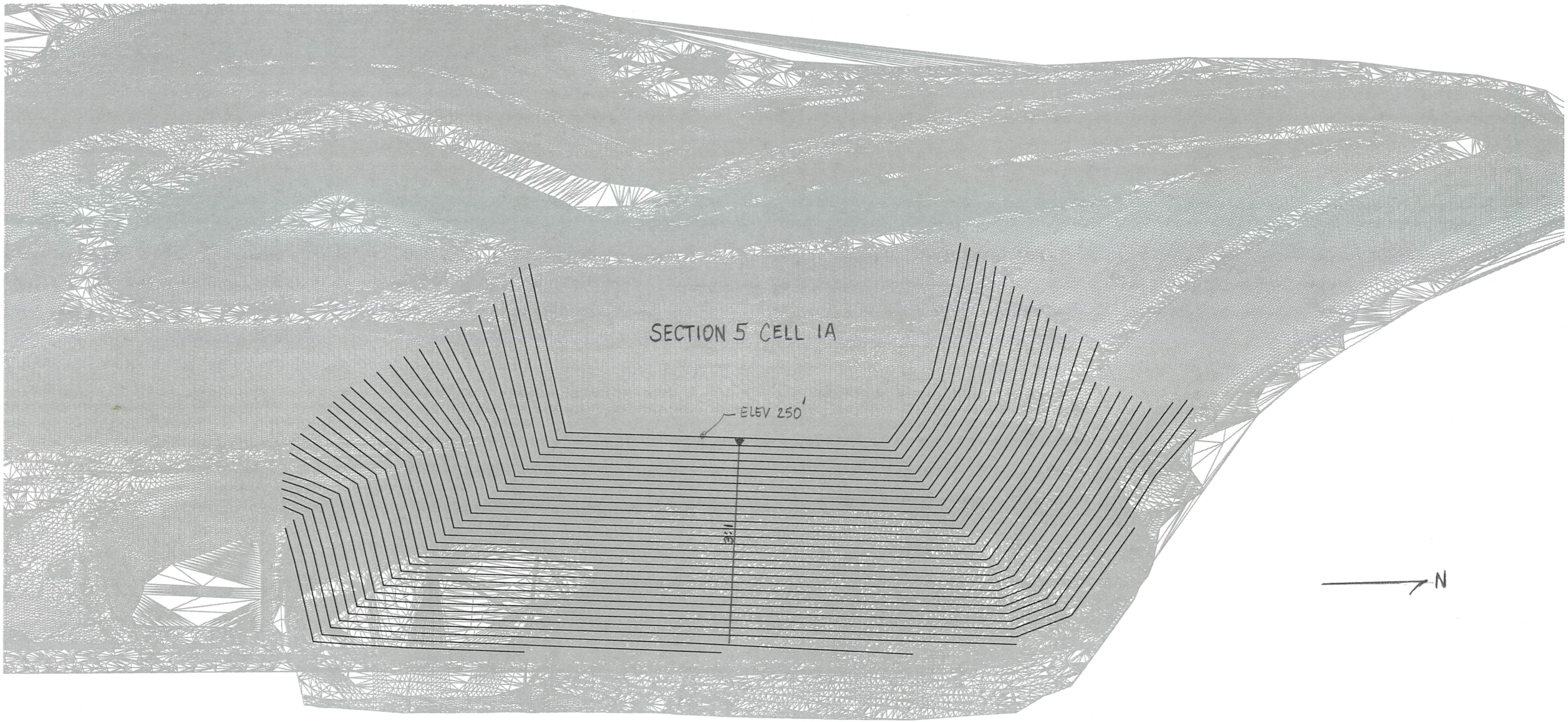
5. Total Lifespan: The lifespan is the remaining capacity calculated by iteratively subtracting the annual volume landfilled from the annual volume remaining until the volume remaining becomes zero or negative.

Using these parameters, Table 1 summarizes the lifespan calculations.

Table 1 Lifespan Calculations Summary

Lifespan Calculation Scenario	(1) Starting Waste Flow (tons/yr)	(2) Growth Rate (%)	(3) Density (tons/cy)	(4) Disposal Volume Remaining (cubic yards)	(5) 2019 Lifespan Estimate (date)
Final grade 3:1 to elevation 250 feet	370,000	0.54	0.82	2,200,000	Jan 2024

ATTACHMENT 1



SECTION 5, CELL 1A BUILDOUT

NTS

ATTACHMENT 2

ESCAMBIA COUNTY
FLORIDA WASTE SERVICES
DEPARTMENT

PROJECT: Perdido LF Density Calculation
BY: BSchneider Date: 12/17/2019

SUBJECT: Determine Actual Compaction Rate

SURVEY	DATE	SOURCE
2018 Survey	9-Jan-19	Kucera
2019 Survey	20-Nov-19	Kucera

Tonnage	322,336	tons	[Denee, Scalehouse Records]
Volume	476,000	CY	[AutoCAD Civil 3D Volume Comparison]
Density	1,354	lb/CY	

Start Date	End Date	Work Days
1/9/2019	1/31/2010	19
2/1/2019	2/28/2019	24
3/1/2019	3/31/2019	26
4/1/2019	4/30/2019	26
5/1/2019	5/31/2019	27
6/1/2019	6/30/2019	25
7/1/2019	7/31/2019	26
8/1/2019	8/31/2019	27
9/1/2019	9/30/2019	25
10/1/2019	10/31/2019	27
11/1/2019	11/20/2019	17
TOTAL		269

Average Daily Tonnage (2019)= 1198 tons/day

Estimated working days/year= 309
Annual Disposal Rate= 370,267 tons

ESCAMBIA COUNTY FLORIDA WASTE SERVICES DEPARTMENT

PROJECT: Perdido LF Lifespan Calculation
BY: BSchneider Date: 12/17/2019
SUBJECT: Determine the Remaining Landfill Lifespan

KNOWN:

Section 5A (To El 250)=	2,200,000	CY	*[2019/Design AutoCad Comparison]*
Relocated Mining Tonnage=	300,000	CY	*[Estimated Phase II Mining]*
Apparent Density=	1,354	lb/CY	
2018 Density=	1,769	lb/CY	
2017 Density=	1,599	lb/CY	
2016 Density=	1,545	lb/CY	
Average/ Projected Density=	1,638	lb/CY	
Average Daily Tonnage (2019)=	1198	tons/day	

CALCULATE: REMAINING LIFESPAN OF PERMITTED LANDFILL

Period	Work Days	Monthly Increase	Monthly Increase in tons	Montly Waste Generation (Tons)	Volume of Waste (CY)	Capacity Remaining (CY)	
			1201			1,900,000	*[Mining tonnage deducted from Capacity]*
Nov-19	8	0.04%	1201	9,605	11,731	1,888,269	*[Date of 2019 Survey]*
Dec-19	25	0.04%	1201	30,029	36,673	1,851,597	
Jan-20	26	0.04%	1202	31,242	38,155	1,813,442	
Feb-20	24	0.04%	1202	28,851	35,234	1,778,208	
Mar-20	27	0.04%	1203	32,470	39,654	1,738,554	
Apr-20	25	0.04%	1203	30,077	36,731	1,701,823	
May-20	27	0.04%	1204	32,496	39,686	1,662,137	
Jun-20	26	0.04%	1204	31,305	38,231	1,623,906	
Jul-20	25	0.04%	1205	30,113	36,775	1,587,130	
Aug-20	27	0.04%	1205	32,535	39,733	1,547,397	
Sep-20	25	0.04%	1205	30,137	36,805	1,510,592	
Oct-20	27	0.04%	1206	32,561	39,765	1,470,827	
Nov-20	25	0.04%	1206	30,161	36,834	1,433,992	
Dec-20	25	0.04%	1207	30,173	36,849	1,397,143	
Jan-21	26	0.04%	1207	31,393	38,338	1,358,805	
Feb-21	24	0.04%	1208	28,990	35,403	1,323,402	
Mar-21	27	0.04%	1208	32,626	39,845	1,283,557	
Apr-21	25	0.04%	1209	30,222	36,908	1,246,649	
May-21	27	0.04%	1209	32,652	39,877	1,206,772	
Jun-21	26	0.04%	1210	31,456	38,415	1,168,357	
Jul-21	25	0.04%	1210	30,258	36,952	1,131,405	
Aug-21	27	0.04%	1211	32,692	39,925	1,091,480	
Sep-21	25	0.04%	1211	30,282	36,982	1,054,498	
Oct-21	27	0.04%	1212	32,718	39,956	1,014,542	
Nov-21	25	0.04%	1212	30,306	37,012	977,530	
Dec-21	25	0.04%	1213	30,318	37,026	940,504	
Jan-22	26	0.04%	1213	31,544	38,523	901,981	
Feb-22	24	0.04%	1214	29,129	35,574	866,407	
Mar-22	27	0.04%	1214	32,783	40,036	826,371	
Apr-22	25	0.04%	1215	30,367	37,086	789,285	
May-22	27	0.04%	1215	32,809	40,068	749,217	
Jun-22	26	0.04%	1216	31,607	38,600	710,617	
Jul-22	25	0.04%	1216	30,403	37,130	673,487	
Aug-22	27	0.04%	1217	32,849	40,117	633,370	
Sep-22	25	0.04%	1217	30,428	37,160	596,210	
Oct-22	27	0.04%	1218	32,875	40,149	556,061	
Nov-22	25	0.04%	1218	30,452	37,190	518,872	
Dec-22	25	0.04%	1219	30,464	37,204	481,667	
Jan-23	26	0.04%	1219	31,695	38,708	442,959	
Feb-23	24	0.04%	1220	29,269	35,745	407,214	
Mar-23	27	0.04%	1220	32,941	40,229	366,985	
Apr-23	25	0.04%	1221	30,513	37,264	329,721	
May-23	27	0.04%	1221	32,967	40,261	289,460	
Jun-23	26	0.04%	1221	31,759	38,786	250,674	
Jul-23	25	0.04%	1222	30,550	37,309	213,366	
Aug-23	27	0.04%	1222	33,007	40,310	173,056	
Sep-23	25	0.04%	1223	30,574	37,339	135,718	
Oct-23	27	0.04%	1223	33,033	40,342	95,376	
Nov-23	25	0.04%	1224	30,599	37,368	58,007	
Dec-23	25	0.04%	1224	30,611	37,383	20,624	
Jan-24	26	0.04%	1225	31,848	38,894	-18,271	
Feb-24	24	0.04%	1225	29,410	35,917	-54,187	
Mar-24	27	0.04%	1226	33,099	40,423	-94,610	

Geosyntec consultants

engineers | scientists | innovators

CORRECTIVE ACTION PROGRAM 2019 WATER QUALITY AND GROUNDWATER REMEDIATION REPORT

Perdido Landfill
FDEP Facility ID No. 1688
COM_667

Prepared for

Escambia County Waste Services Department
13009 Beulah Road
Cantonment, Florida 32533

Prepared by

Geosyntec Consultants, Inc.
1120 North 12th Avenue
Pensacola, Florida 32501

Project FR1864R

December 2019

Geosyntec
consultants

PROFESSIONAL CERTIFICATION AND APPROVAL

Based on the information contained in the attached document titled *Corrective Action Program 2019 Water Quality and Groundwater Remediation Report for Perdido Landfill* dated January 2020, I hereby certify that the scope of work described in the above-referenced document was prepared in accordance with appropriate geologic standards of practice.

Jill W Johnson 12/31/19

Jill W. Johnson, P.G.
Geosyntec Consultants, Inc.
1120 North 12th Avenue
Pensacola, Florida 32501
Florida P.G. License No. 2376
Expiration Date 07/31/2020

Project Number: FR1864R

December 2019

Geosyntec consultants

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ACRONYMS AND ABBREVIATIONS

CAP	Corrective Action Program
COC	Constituent of Concern
DO	Dissolved Oxygen
ECUA	Emerald Coast Utility Authority
ECDNRM	Escambia County Department of Natural Resource Management
ECWSD	Escambia County Waste Services Department
F.A.C.	Florida Administrative Code
ft	feet
ft btoc	feet below top of casing
ft/day	feet/day
FDEP	Florida Department of Environmental Protection
GCCS	gas collection and control system
GCMER	Groundwater Corrective Measures Evaluation Report
GCTL	Groundwater Cleanup Target Level
GPM	gallons per minute
GRS	Groundwater Recovery System
in.	inch
LEL	Lower Explosive Limit
LFG	landfill gas
µS/cm	microSiemens/centimeter
mg/L	milligrams/liter
MSW	Municipal Solid Waste
mV	millivolt
NGVD	National Geodetic Vertical Datum of 1929
NTU	Nephelometric Turbidity Unit
ORP	Oxidation-Reduction Potential
PVC	Polyvinyl chloride
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
SOP	Standard Operating Procedure
SU	Standard Units
VOC	Volatile Organic Compound
VZA	vadose zone aeration
ZOD	Zone of Discharge

1. INTRODUCTION

1.1 Terms of Reference

On behalf of Escambia County Waste Services Department (ECWSD), Geosyntec Consultants, Inc. (Geosyntec) prepared this *Corrective Action Program (CAP) 2019 Water Quality and Groundwater Remediation Report* (Report) at Perdido Landfill, as requested by the Florida Department of Environmental Protection (FDEP) in a letter dated 1 April 2019.

1.2 Site Location

The Perdido Landfill is a Class I Municipal Solid Waste (MSW) Landfill that is owned and operated by ECWSD. The Perdido Landfill is located in the western part of Escambia County, Florida, on the north side of Interstate 10 (I-10) just east of the Alabama State Line (**Figure 1-1**).

1.3 Objectives

The objectives of this report are to: (i) document the results of the two 2019 semi-annual monitoring events for the CAP; (ii) document the operations and review the results of the groundwater recovery system (GRS); and (iii) provide interpretations, conclusions and recommendations regarding the data collected and results.

1.4 Report Organization

The remainder of this Report is organized as follows:

- Section 2 presents a site summary, including site history, overview of activities related to the CAP program, and discussion of ongoing corrective measures;
- Section 3 presents a summary of the general site conceptual model, including the stratigraphy, hydrogeology and source of the groundwater impacts;
- Section 4 presents a summary of the groundwater monitoring and sampling activities and results, including the monitoring activities, groundwater flow evaluation, field and analytical results, statistical analysis, and quality assurance/quality control (QA/QC) sampling;
- Section 5 presents a discussion of the ongoing groundwater recovery and treatment activities;
- Section 6 presents summary and recommendations based on the results presented in this report; and
- Section 7 presents references used to complete this report.

2. SITE SUMMARY

2.1 Site History

Escambia County began accepting waste at Perdido Landfill in 1981. The first landfill area was operated until 1989. In accordance with the site permit, one-foot of compacted "sandy clay" was placed at the base of the first landfill. Since that time, ECWSD has obtained permits from FDEP to expand operations at Perdido Landfill. Cells added to Perdido Landfill after 1989 were engineered, designed, and constructed to meet Resource Conservation and Recovery Act (RCRA) subtitle "D" standards.

2.2 Corrective Action Plan History

Volatile organic compounds (VOCs) were detected in monitoring well MW-1A in 1986, which prompted the completion of a contamination assessment. Contamination assessment activities began in 1988. A major contributor for groundwater geochemical changes in the area of the landfill were described during initial site investigations (Condor, 1994). The VOCs detected in groundwater were noted to be the same constituents detected in the gas sample collected from MW-12D and the report hypothesized that:

> *"The placement of the final cover of the old sections of Perdido Landfill caused an increase of pressure in the gas that was being generated within the cells. The gas pressure eventually increased to the point where an outlet was found, most likely through the bottom of the landfill. The escaping methane carried a suite of contaminants through the thin liner, the subjacent uncompacted clay layer (possibly through root penetrations or desiccation cracks in the clay) and into the vadose zone below the Upper confining layer and above Aquifer 2. Contact of the contaminated gas stream with groundwater resulted in contamination of the aquifer."*

Subsequently, a Contamination Assessment Report, Perdido Landfill and a Report of Investigation, Groundwater Pump and Test Project, Perdido Landfill Remedial Investigation was prepared by Condor Earth Technologies Inc. (Condor) in 1994. In 1995, Condor completed aquifer testing and groundwater modeling to evaluate corrective measures for groundwater at the facility. This document concluded that the groundwater contamination source was VOC laden methane gas escaping from the capped cells of the original pre-Subtitle D portion of the landfill (Condor, 1995).

In 1997, a GRS was recommended to capture impacted groundwater downgradient of the facility. Four extraction wells (EX-1, EX-3, EX-5, and PT-2) were installed downgradient of the permitted Zone of Discharge (ZOD) south of Interstate 10 (I-10) (south array). The south array was designed to recover groundwater at a maximum rate of approximately 60 gallons per minute (GPM) (Condor, 1995). Groundwater recovered by the south array was pumped back to the Site, aerated

to remove VOCs, discharged to the wetlands system for polishing and ultimately discharged into the rapid infiltration basins.

In 2004, ECWSD conducted a pump test at PW-1 (shown on **Figure 2-1**), north of I-10 (Gallet, 2005). Based on the results of this pump test, a four-well recovery array was designed and proposed north of I-10 (north array) to pull groundwater to within the landfill property boundaries (Gallet, 2006). The north array of pumping wells was expected to have drawdown of approximately four-feet within each recovery well and two-feet at the mid-point between the recovery wells (approximately 50 feet (ft)). The anticipated groundwater extraction rate was 20 GPM at each extraction well for a total north array extraction rate of 80 GPM. Gallet, 2006 indicates that the north array and the south array were to be operated simultaneously until VOCs south of I-10 meet drinking water standards.

In 2009, ECWSD installed the three additional recovery wells (PW-2, PW-3, and PW-4) for the north array on landfill property (shown on **Figure 2-1**). The wells were installed across approximately 350 ft and the capture zone was anticipated to encompass approximately 1,100 ft (Gallet, 2006). In 2010, operation of the south array was discontinued. In 2012, the north array was taken off line because the pumps malfunctioned.

In 2013, a letter regarding proposed changes to the CAP groundwater monitoring plan was submitted to FDEP (Geosyntec, 2013). In a response letter dated 24 October 2013, FDEP approved the proposed changes to the sampling and analysis plan (FDEP, 2013). Escambia County Department of Natural Resource Management (ECDNRM) currently conducts routine semi-annual water quality monitoring of the CAP network on behalf of ECWSD.

In June 2015, the CAP water quality report for the first 2015 semi-annual event was submitted to the FDEP documenting ECWSD's willingness to restart the on-Site GRS as a hydraulic control measure (Geosyntec, 2015). ECWSD reactivated three of the four on-Site GRS pumps between 10 September and 20 November 2015. Operational problems associated with the fourth GRS pump (PW-4) were evaluated and it appears that the integrity of the monitoring well was compromised. At this time no further efforts are planned to bring the fourth GRS pump online.

In a letter dated 21 October 2015, FDEP provided comments on the first 2015 semi-annual CAP water quality report (dated June 2015) and subsequently met with ECWSD and Geosyntec on 3 December 2015 to discuss the path forward for the CAP at Perdido Landfill. At the meeting, it was decided that the best path forward at the current time was to:

- Continue groundwater monitoring;
- Evaluate hydraulic control by operation of the GRS; and
- Postpone discussions regarding installation of additional off-Site wells.

In addition, FDEP requested that ECWSD locate and sample MW-4 and MW-8, if possible, to provide additional information regarding extent of iron in groundwater west of MW-58.

An addendum to the June 2015 water quality report in the form of a response to comments document, was submitted to FDEP concurrent with the report titled Water Quality Report for the Second 2015 Semi-Annual Monitoring Event for the CAP at Perdido Landfill, dated 29 January 2016 (Geosyntec, 2015). Monitoring well redevelopment activities were recommended for monitoring wells MW-29 and MEX-4D in the report. In a letter dated 9 February 2016, FDEP provided comments on the second 2015 semi-annual CAP water quality report (dated January 2016) that concurred with Geosyntec's recommendations and requested that monitoring wells MW-4 and MW-8 be investigated and sampled for all site constituents of concern (COCs). Following submittal of the Water Quality Report for the Second 2016 Semi-Annual Monitoring Event for the CAP at Perdido Landfill in December 2016 (Geosyntec, 2016), FDEP approved recommendations to discontinue sampling of monitoring wells MW-4 and MW-8 due to results being consistent with other monitoring locations at the ZOD. Additionally, in the FDEP letter dated 17 May 2017, submission of annual water quality reports, including GRS operational data, was approved.

In a letter dated 1 April 2019, in addition to approving recommendations presented in the report, FDEP requested that ECWSD evaluate installation of a replacement well for MW-29 to address historically-observed elevated turbidity measurements. A proposed schedule and plan was submitted to FDEP on 30 May 2019, including recommendation to abandon MW-29 and reinstall MW-29R in the vicinity of the existing well. In a letter dated 3 June 2019, FDEP approved this approach and in July 2019 (prior to the second 2019 semi-annual monitoring event), the activities were conducted.

2.3 On-Going Corrective Measures

The following subsections provide an overview of existing measures that are utilized at the landfill to mitigate the release of landfill constituents.

2.3.1 Leachate Management

Except for the original closed Class I landfill, all landfill areas were lined in accordance with RCRA Subtitle D requirements. Leachate is collected from the base of these liners, aerated, and pumped to the Emerald Coast Utilities Authority (ECUA) for additional treatment and re-use.

2.3.2 Landfill Gas Collection System

The existing gas collection and control system (GCCS) consists of 77 vertical extraction wells and 25 leachate cleanout wells, which are connected to a network of lateral header pipes (**Figure 2-2**). The majority of collected landfill gas (LFG) is conveyed to the Gulf Power Landfill Gas to Energy Plant for use in generating electricity.

2.3.3 Vadose Zone Aeration System

Since installation of perimeter LFG monitoring probes in 1995, relatively consistent methane concentrations above the Lower Explosive Limit (LEL), or 5% methane by volume, have been observed. In response, ECWSD installed passive vents near two of the LFG monitoring probes (**Figure 2-2**). The passive vents had little effect on methane concentrations in the associated LFG monitoring probes and in January 2011, ECWSD requested that Geosyntec investigate additional methods for LFG migration control. Based on the results of field investigations, Geosyntec recommended air injection as a LFG migration mitigation technique. Results from pilot tests were used to design a full-scale LFG migration control system. This full-scale Vadose Zone Aeration (VZA) system was constructed in late 2012 and began operations in January 2013. Following startup, VZA system operation was optimized and the average methane concentration in perimeter monitoring probes has been less than 5% of the LEL since 17 October 2013 except for an anomalous reading collected from LFG probe LFG-1D on 21 August 2017. It should be noted that when the anomalous reading was collected from LFG-1D, the initial static pressure was negative, indicating conditions in the well were not equalized at the time of measurement. The VZA system operational data are evaluated on an ongoing basis to optimize the injection duration and frequency and minimize future system monitoring requirements.

2.3.4 Waste Mining

The original closed Class I landfill is comprised of 45 acres of unlined trench fill. In 2008, ECWSD began mining and reclaiming waste in the closed Class I landfill. This mining and reclamation program was performed to:

- Remove the trench fill materials (source mitigation);
- Increase the capacity and volume of the landfill, with more vertical height and less cover material, in the reclaimed portion of the landfill; and
- Minimize the expansion footprint of the overall disposal area, while increasing the air space available for disposal.

ECWSD plans to intermittently continue mining activities as additional airspace is needed for disposal in the future, including initiating Phase 2 mining activities in 2019.

2.3.5 Recovery and Treatment

The north array GRS consists of four recovery wells (PW-1, PW-2, PW-3, and PW-4) on landfill property (**Figure 2-1**). Submersible pumps (0.5 horsepower) with float controls collect groundwater that is transferred via underground pipeline to the constructed wetland for treatment, and then hard-piped into the rapid infiltration basins. When the water level is below the set-point for the float, the pumps turn off and allow for well recharge to prevent pump burnout. Recovery wells are monitored and observed to be operational on a weekly basis by ECWSD personnel.

Pumps in recovery well PW-1 remains in operation, but PW-2, PW-3, and PW-4 remain off line. ECWSD personnel note that seasonal variability in rainfall lessen pump operation during the "dry season" (generally occurring from approximately August to February). A totalizer at the location of the Influent sampling location measures total flow from the system (**Figure 2-1**).

3. SITE CONCEPTUAL MODEL

Several reports have been prepared to document information regarding site stratigraphy and hydrology (Condor, 1994, Condor, 1995, Gallet, 2000, Geosyntec, 2005 and 2012). It is not the intent of this document to summarize all this information; however, an overview is provided to support the following discussion regarding groundwater flow and the occurrence of landfill constituents in groundwater.

3.1 Stratigraphy

The stratigraphic units described in this report are contained within the Citronelle Formation, which has been subdivided beneath Perdido Landfill based on geologic conditions. Testing of aquifer properties has been completed on the permeable units underlying the landfill. The results of these testing programs were provided previously in the *Evaluation Monitoring Plan for Iron, Perdido Landfill* (Geosyntec, 2005).

Three main water-bearing zones have been identified based on hydraulic conductivity:

- Perched Water-Bearing Zone - Perched groundwater that is discontinuous across the site and is generally encountered along the northern and eastern landfill boundaries at an elevation of 80 to 120 ft above the National Geodetic Vertical Datum of 1929 (NGVD);
- Upper Water-Bearing Zone - sand unit directly underlying the Upper Clay in the southeastern portion of the site; and
- Lower Water-Bearing Zone - a relatively uniform poorly sorted sands to silty sands with occasional gravel beds.

3.2 Hydrogeology

Historical potentiometric maps generally show a radial flow pattern away from the landfill. However, the stormwater infiltration ponds appear to influence the local magnitude and direction of groundwater flow.

3.2.1 Perched Water-Bearing Zone

Groundwater in the perched water-bearing zone is characterized as perched, and water levels vary widely across the site. This zone is discontinuous across the site and wells screened in this unit are often dry. Hydraulic conductivity testing of the perched water-bearing zone was previously performed on two monitoring wells located in the northern (MW-16S) and southern (MW-12S) portion of the site. Slug testing results indicate that the hydraulic conductivity in the perched water-bearing zone ranges from 1 to 20 feet per day (ft/day). Note that slug tests conducted in perched groundwater often do not represent site-wide conditions.

3.2.2 Upper and Lower-Water Bearing Zones

Previous reports regarding site geology separated the upper and lower water-bearing zones though the stratigraphy of these units is similar. Previous aquifer testing results for the upper and lower water-bearing zones provide hydraulic conductivity estimates that range from 2 to 120 ft/day and 0.5 to 65 ft/day, respectively. These two zones were separated based on the presence of a low permeability zone, which is not present as an identifiable unit in the northern portion of the site, and pinches out just south of the site. As presented in previous documents prepared for the site (Condor, 1994, Geosyntec, 2005 and 2013), the upper and lower water-bearing zone are hydraulically connected. The groundwater monitored as part of the CAP consists of upper and lower water-bearing zone wells referred to as surficial zone wells hereafter.

3.3 Source of Groundwater Impacts

The Groundwater Corrective Measures Evaluation Report (GCMER) (Geosyntec, 2009) provided: (i) a review and identification of the original GRS purpose and objective; (ii) an evaluation of historic and recent groundwater results; and (iii) an evaluation of the GRS effectiveness. As noted in the GCMER, the low levels of benzene and lack of plume formation (e.g., higher concentrations near the landfill decreasing with distance and time) provide supporting evidence that the major source of groundwater impact is LFG.

The LFG source was further supported by the rapid appearance of constituents in the monitoring wells south of I-10 (MW-19D, MW-20D, and MW-21D) (**Figure 2-2**), which are located at a distance that was insufficient to be reached by groundwater flow rates for the unit. This data provided compelling evidence that LFG is the major source of changes in groundwater quality in the area of the landfill.

As noted in the *Iron Assessment Report, Perdido Landfill* (Geosyntec, 2007), naturally-occurring iron in the aquifer matrix material may also be reduced by LFG, in addition to indirect iron reduction resulting from landfill leachate. Many organic COCs in groundwater are directly affected by LFG, and inorganic COCs are indirectly affected by the reducing conditions caused by this gas. The latter process (groundwater reduction by gas) is expected to be responsible for the reduction of naturally-occurring aquifer sediments.

4. GROUNDWATER MONITORING AND SAMPLING ACTIVITIES

Semi-annual monitoring activities have been ongoing for the CAP network wells since 1999. Prior to 2012, water quality monitoring activities were performed by consultants contracted by ECWSD. Since 2012, ECDNRM has been collecting groundwater field data and samples on behalf of ECWSD. The 2019 semi-annual monitoring events were conducted on 27 and 28 March 2019; 1 and 2 April 2019; and 22, 26, 27 and 28 August 2019. The events included groundwater level gauging and monitoring well sampling. These activities were performed in general compliance with the most current version of the FDEP Quality Assurance Rule, Chapter 62-160, Florida Administrative Code (F.A.C.), and the most recent version of the applicable FDEP Standard Operating Procedures (SOPs). This section discusses groundwater level gauging, sampling methodology, and results from the 2019 semi-annual monitoring events.

The following wells were sampled during the 2019 semi-annual monitoring events:

- Two background wells (MW-25 and MW-56);
- Five CAP area monitoring wells (MW-37, MW-38, MW-50, MW-51 and RW-2) north of I-10, along the southern boundary of the landfill; and
- Nine CAP area monitoring wells (MEX-4D, MEX-4S, MW-19D, MW-20D, MW-29/MW-29R, MW-30, MW-31, PEX-2D and PEX-2S) south of I-10.

In addition, results for the treatment system sampling points (i.e., Influent and Sand Filter) are included herein. For discussion purposes, "CAP area monitoring wells" refers to the 14 wells identified in **Table 4-1**. The "CAP area monitoring wells" does not include background wells or treatment system sampling points, and these locations were not included in the data analysis.

A summary of the construction details for the CAP area monitoring wells, two background wells, and two water level only wells are provided in **Table 4-2**. Well locations are shown on **Figure 2-1.**

4.1 Monitoring Well Installation Activities

Based on correspondence with FDEP in April and May 2019, MW-29 was abandoned and MW-29R was installed as a replacement well in July 2019 in an attempt to address historical turbidity issues. MW-29 was abandoned on 29 July 2019 by grouting from the bottom to the surface with a tremie pipe and removing the well pad. MW-29R was installed on 29 July 2019 as close to the original well as feasible (approximately 100 ft to the east of the original well). Singley Construction installed MW-29R using a hollow-stem auger drilling rig with oversight by Geosyntec personnel. The monitoring well was constructed using 2-inch (in.) diameter schedule 40 polyvinyl chloride (PVC) pipe with 15-ft of 0.010-in. slotted screen and a 20/40 silica sand filter pack. This construction is generally consistent with MW-29, with the exception of reducing the well from a 4-in diameter casing to a 2-in diameter casing. The filter pack was placed between the PVC well casing and the borehole annulus from total depth to approximately 2-ft above the

top of the well screen. A 2-ft thick 30/70 silica sand seal was placed above the top of the filter pack. The remaining annulus between the PVC well casing and the borehole wall was filled with Portland cement grout to ground surface. The well was secured with a locking cap and completed with a 4-in. aluminum casing with a 3-ft stick up and set within 2-ft by 2-ft concrete pad. After installation, the monitoring well was developed by overpumping to remove fine-grained material that may have entered the well during construction. The well was developed for approximately three hours and field parameters were monitored during development. The monitoring well was surveyed by Escambia County. Investigation-derived waste (development water and soil) were generated during these activities. The development water was discharged to the ground in the vicinity of the well and soil spread on the ground near the well. Well permits, monitoring well construction log, well development logs, and well survey data are included in **Appendix A**.

4.2 Monitoring Activities

The 2019 semi-annual monitoring events included the following tasks:

- Groundwater level gauging in 14 CAP area monitoring wells, two background monitoring wells, and two water-level only wells[1];
- Documentation of water quality parameters during monitoring well purging;
- Collection of groundwater samples from the 14 CAP area monitoring wells, two background monitoring wells, and two treatment system sampling points; and
- Laboratory analyses of the samples for site-specific COCs (**Table 4-1**).

Each groundwater monitoring well was inspected and the depth to bottom and depth to groundwater was gauged to the nearest 0.01 ft with a water level meter and recorded within a 24-hour period on 18 March 2019 and 21 August 2019. Depth to water and groundwater elevation data are summarized in **Table 4-3**.

Prior to initiating groundwater sampling, water quality parameters, including temperature, pH, specific conductivity, oxidation-reduction potential (ORP), turbidity (Nephelometric Turbidity Unit (NTU)), and dissolved oxygen (DO) were documented during monitoring well purging (**Table 4-4**).

4.3 Groundwater Flow Evaluation

Depth to groundwater during the 2019 semi-annual monitoring events ranged from approximately 5 to 61 feet below top of casing (ft btoc). Calculated groundwater elevations ranged from 34.28 to 56.61 ft NGVD. The regional groundwater flow direction in the surficial (i.e., unconfined) Sand

[1]Analytical results and data interpretations are included for MW-54 and MW-58; however, these wells are water level only wells for the CAP (Cooey, 2014).

Aquifer near Perdido Landfill is to the southwest, toward the Perdido River. Based on historical observations, groundwater flow near the landfill moves in a radial pattern away from the landfill. The groundwater flow direction near the CAP area monitoring wells is predominantly to the southwest, consistent with previous monitoring events (**Figures 4-1 and 4-2**).

The horizontal hydraulic gradient was calculated based on groundwater elevation data between monitoring wells MW-29, MW-30, and MW-38 for the 2019 semi-annual monitoring events to be approximately 0.006 ft/ft, which is consistent with previous observations. An estimate of the rate of horizontal groundwater flow beneath the site was calculated using Darcy's equation for the average linear velocity:

$$v = K \frac{\left(dH / dL \right)}{n_e}$$

where:

v = average linear velocity (i.e., the average groundwater velocity in ft/day).
K = hydraulic conductivity (ft/day).
n_e = effective porosity (unitless).
(dH / dL) = horizontal hydraulic gradient (ft/ft).

The estimated groundwater flow velocity at the site is 0.13 ft/day (47.1 ft/year), which is consistent with the velocity estimated during the 2018 semi-annual monitoring events. The groundwater velocity was calculated using a horizontal hydraulic gradient value of 0.006 ft/ft, *K* value of 6.45 ft/day (estimated from previous slug test results), and an effective porosity value of 0.3 (typical porosity for sandy aquifers).

4.4 Monitoring and Sampling Results

Field groundwater quality parameters from the 2019 semi-annual monitoring events are summarized in **Table 4-4**. Results of analytical constituents with one or more detections in the CAP area monitoring wells during 2019 are presented in **Table 4-5**. The analytical sampling results were compared to applicable FDEP Groundwater Cleanup Target Levels (GCTLs). Groundwater sampling field forms, calibration logs, and laboratory data reports are provided in **Appendices B**, **C**, and **D**, respectively. Iron and manganese isoconcentration maps are provided as **Figures 4-3** and **4-4**, respectively. Trend plots showing temporal concentrations of iron and manganese for the CAP area monitoring wells and treatment system sampling points are included in **Appendix E**. Historical groundwater analytical data is summarized in **Appendix F**.

4.4.1 Groundwater Field Chemistry

Field groundwater quality parameters were collected during monitoring well purging, as required by FDEP SOPs. In addition, these parameters provide valuable insight into the biogeochemical conditions of the aquifer.

The ORP measurements in the CAP area monitoring wells ranged from -84.5 to 701.8 millivolts (mV) during the first semi-annual monitoring event and -41.4 to 623.7 mV during the second semi-annual monitoring event. The ORP observed in 2019 were generally higher than 2018 (when maximum measurements were 291 mV during the first event and 595 mV during the second event). During the 2019 semi-annual monitoring events, MW-58 had the lowest ORP measurements and MW-51 had the highest ORP measurements of the CAP area monitoring wells.

The DO concentrations in the CAP area monitoring wells ranged from approximately -0.01 to 6.52 milligrams per liter (mg/L) during the first semi-annual monitoring event and -0.01 to 6.34 mg/L during the second semi-annual monitoring event. Monitoring well MW-31 continued to have a DO greater than 6 mg/L during 2019 semi-annual monitoring events, and DO concentrations were consistently less than 2 mg/L in all other CAP area monitoring wells sampled during the 2019 semi-annual monitoring events.

The pH measurements in the CAP area monitoring wells ranged from 4.83 to 8.64 standard units (SU) during the first semi-annual monitoring event and 4.88 to 7.83 SU in the second semi-annual monitoring event**.** During the 2019 semi-annual monitoring events, MW-31 had the lowest pH measurements and MEX-4D had the highest pH measurements, consistent with 2019 observations.

The specific conductivity of the CAP area monitoring wells ranged from 25.8 to 467.6 microSiemens/centimeter (µS/cm) during the first semi-annual monitoring event and 23.0 to 433.1 µS/cm during the second semi-annual monitoring event. During the 2019 semi-annual monitoring events, MW-31 had the lowest specific conductivity measurements. During the first semi-annual monitoring event, MW-58 had the highest specific conductivity measurement of the CAP area monitoring wells. During the second semi-annual monitoring event, MW-20D had the highest specific conductivity measurement of the CAP area monitoring wells.

Turbidity measurements in the CAP area monitoring wells ranged from 0.67 to 46.8 NTU during the first semi-annual monitoring event and 1.89 to 16.6 NTU during the second semi-annual monitoring event. During the 2019 semi-annual monitoring events, MW-50 had the lowest turbidity measurements and MW-29/MW29-R had the highest turbidity measurements. The purge water from MW-29 was described as “milky” while purging during the first semi-annual monitoring event and from MW-29R as “dark grey” while purging during the second semi-annual monitoring event.

4.4.2 Analytical Results

Results of analytical constituents with one or more detections in the CAP area monitoring wells during 2019 are presented in **Table 4-5**. Iron and manganese were detected above their respective GCTLs in CAP area monitoring wells. The iron and manganese GCTLs are secondary "nuisance" levels because they are calculated considering factors that do not affect risks to health and the environment but may degrade the usability of the water. Detections of benzene and trichloroethene were detected below their respective GCTLs, and tetrachloroethene and vinyl chloride was not detected in any CAP area monitoring wells.

4.4.2.1 Iron

Iron was detected above its GCTL in CAP area monitoring wells. Detected iron concentrations ranged from 0.072 I to 100 mg/L. Iron concentrations were above the GCTL (0.3 mg/L) in all of the 14 CAP area monitoring wells during both 2019 semi-annual monitoring events. The highest concentration of iron during both events was observed in MW-19D followed by MW-20D, which is consistent with historical data. Iron concentration observed in the second monitoring event in MW-29R (6.7 mg/L) was higher than in MW-29 (2.1 mg/L) during the first monitoring event. MW-29R was sampled relatively soon after installation and may have benefitted from additional acclimation. In addition to the development conducted after installation in July 2019, MW-29R was developed by ECDNRM field personnel the day prior to sampling by purging over 600 gallons. Iron concentrations in MW-29R will be reevaluated during the 2020 monitoring events after sampling under low-flow stabilization criteria.

4.4.2.2 Manganese

Manganese was detected above its GCTL in CAP area monitoring wells. Detected manganese concentrations ranged from 0.013 to 5.8 mg/L. Manganese concentrations were above the GCTL (0.05 mg/L) in the same 13 CAP area monitoring wells during both 2019 semi-annual monitoring events. The highest concentration of manganese was observed in MW-58 (first semi-annual monitoring event) and MW-54 (second semi-annual monitoring event).

4.4.2.3 Benzene

Detected benzene concentrations ranged from 0.0004 I to 0.0011 mg/L in CAP area monitoring wells. The GCTL for benzene is 0.001 mg/L. Two wells (MW-30 and MW-50 had benzene concentrations of 0.0011 mg/L, which are not considered exceedances, due to the FDEP rounding rule (FDEP, 2011).

4.4.3 Statistical Analysis and Trend Evaluation

A statistical evaluation of the iron and manganese concentration trends over the last five years (2015 to 2019) was conducted using a commercially-available environmental database software (ESdat, Version 5.1). The Mann-Kendall trend test was utilized to evaluate iron and manganese concentration trends at the 95% confidence level. A summary of the statistical trend evaluation is

presented in **Table 4-6**, trend plots are included in **Appendix D,** and statistical outputs from the database are presented in **Appendix F**.

No trend was observed for iron or manganese in many of the CAP area monitoring wells sampled (11 of 18 during both 2019 semi-annual monitoring events). Downward trends were observed for iron and/or manganese in the wells located near the VZA system (MW-37, MW-50, MW-51, MW-58 and RW-2), as well as monitoring wells south of I-10 (MEX-4D, MW-19D, and PEX-2D). Upward trends were observed in wells south of I-10 (MW-30 and MW-31), as well as background wells (MW-25 and MW-56). **Figure 4-5** presents average iron and manganese concentrations for monitoring wells along the southern landfill boundary and south of I-10. The average iron and manganese concentrations show decreasing trends in the wells near the VZA system and relatively stable trends in the wells south of I-10. The decreasing trend in iron and manganese concentrations near the VZA system appears to indicate that the VZA activities likely are having a positive effect on groundwater quality between I-10 and the landfill.

4.4.4 Summary

In CAP area monitoring wells sampled during the 2019 semi-annual monitoring events, concentrations were above the secondary "nuisance" GCTLs in:

- All but three of the CAP-wells, as well as background wells MW-25 and MW-56, for iron; and
- All but four of the CAP-wells, as well as background wells MW-25 and MW-56, for manganese.

In summary, the same wells with iron above the secondary "nuisance" GCTL had manganese above the secondary "nuisance" GCTL, except for MW-29. As previously discussed, LFG that dissolves in groundwater has the potential to mobilize inorganic COCs from aquifer minerals. The source of the elevated concentrations of iron and manganese is likely naturally-occurring aquifer sediments that have been reduced due to altered aquifer biogeochemical conditions resulting from LFG and the action of the LFG on leachate within the waste. This conclusion is supported by the fact that most of the ORP and DO concentrations southwest of the landfill (i.e. downgradient of the landfill) are indicative of reducing groundwater conditions.

These data suggest that Perdido Landfill altered the biogeochemical conditions downgradient of the landfill, which has resulted in the dissolution of oxidized iron and manganese minerals that were previously incorporated into the aquifer matrix. This phenomenon has been observed at landfills around the world and is well documented at other Florida landfills (Christensen, T.H., et. al, 2001). More importantly, this phenomenon is reversible. The reduced iron and manganese species that have dissolved into groundwater will precipitate onto aquifer materials upon entering oxidizing aquifer conditions. As noted by FDEP in a letter dated 15 February 2016, the concentrations of iron and manganese at Perdido Landfill decrease with distance from the southern landfill ZOD boundary, where more oxidized aquifer conditions are observed (FDEP, 2016). It is

apparent that altered biogeochemical conditions exist downgradient of Perdido Landfill have resulted in iron and manganese concentrations above applicable secondary "nuisance" GCTLs.

Iron and manganese concentrations were observed above their respective secondary "nuisance" GCTLs in CAP area monitoring wells; however, the GCTLs for these constituents are based on aesthetic considerations, in lieu of protection of human health, which include altered taste, odor, or color of the groundwater. Since groundwater is not a direct source of drinking water in this area, the concentrations of iron and manganese are expected to naturally attenuate, as has been observed at other landfill sites. Continued monitoring of groundwater concentrations downgradient of the landfill is appropriate.

4.4.5 Quality Assurance/Quality Control

QA/QC samples collected during the first 2019 semi-annual monitoring event included three trip blanks and one equipment blank. There were no detections in the trip blanks or the equipment blank. QA/QC samples collected during the second 2019 semi-annual monitoring event included three trip blanks and one equipment blank. There were no detections in the trip blanks or the equipment blank.

5. GROUNDWATER RECOVERY AND TREATMENT ACTIVITIES

The north array GRS consists of four recovery wells (PW-1, PW-2, PW-3, and PW-4) on landfill property. Submersible pumps (0.5 horsepower) with float controls collect groundwater that is transferred via underground pipeline to the constructed wetland for treatment, and then hard-piped into the rapid infiltration basins. A totalizer at the location of the Influent sampling location measures total flow from the system (**Figure 2-1**).

Available records collected by ECWSD indicate that the average combined groundwater pumping rate from the GRS during 2019 was approximately 10.2 GPM. From January to November 2019, the GRS recovered over 4.7 million gallons of groundwater. The potentiometric maps (**Figure 4-1** and **4-2**) indicate that the capture zone for the GRS is limited to the immediate area of the recovery wells.

Recovered groundwater from the GRS is monitored for site COCs prior to discharge to the constructed wetland (Sample ID: Influent) and at the downstream end of the constructed wetland prior to transfer to the rapid infiltration basins (Sample ID: Sand Filter). The GRS system was actively pumping prior to and during the second 2019 monitoring event; therefore, a sample was collected. Analysis of the GRS Influent sample prior to treatment (**Table 4-5**) identified iron and manganese concentrations above their GCTLs during the both 2019 monitoring events. Analysis of water at the Sand Filter, which represents groundwater that has been treated within the constructed wetland prior to transfer to the rapid infiltration basins, indicates that the concentration of these constituents decreased through treatment within the wetland (**Figures 5-1** and **5-2**).

6. SUMMARY AND RECOMMENDATIONS

6.1 Conclusions

The following conclusions were made based on the results from the 2019 semi-annual monitoring events and GRS operations:

- In response to FDEP request, in July 2019 MW-29 was abandoned and a replacement well (MW-29R) was installed in the same general location in an attempt to address turbidity issues. MW-29R was developed following installation. Turbidity measurements in MW-29R during well sampling activities remained elevated; however, MW-29R was redeveloped the day prior to sampling by field personnel and the turbidity measurements could have been affected by these activities. The field parameters and analytical results will be reevaluated during the 2020 monitoring events prior to making further recommendations.
- The inferred groundwater flow direction in the vicinity of the CAP area monitoring wells is generally to the southwest, which is consistent with historical observations.
- Elevated pH readings were observed in MEX-4D compared to other wells on Site, although there has been a decrease when compared to historical values.
- Turbidity measurements remained elevated in MW-29/MW-29R during both 2019 monitoring events but are lower when compared to historical values.
- Iron and manganese were observed above the secondary “nuisance” GCTL in most CAP area groundwater samples.
- Benzene concentrations were below the GCTL for all CAP area groundwater samples.
- Iron reduction resulting from leachate and LFG has the potential to mobilize iron from aquifer materials. Field geochemical data indicate that aquifer conditions downgradient of the landfill are primarily reducing, which likely allows biogeochemical transformations of native iron and manganese minerals into soluble species that are transported with advective groundwater flow.
- Downward trends were observed for iron and/or manganese in the wells located near the VZA system (MW-37, MW-50, MW-51, MW-58 and RW-2), and upward trends were observed in some of the wells south of I-10 and background wells MW-25 and MW-56, potentially indicating the VZA has likely had a positive effect on groundwater quality between I-10 and the landfill.
- In 2019, the GRS recovered over 4.7 million gallons of groundwater. Analysis of recovered groundwater prior to and following wetland treatment demonstrate that the wetland treatment reduced the concentrations of iron, manganese and benzene over the period of record.

6.2 Recommendations

The current monitoring network and sampling plan is adequate for monitoring observed iron, manganese, and benzene concentrations at the Site. The following recommendations for continued monitoring of the GRS and other groundwater remediation components are based on data presented herein:

- Continue semi-annual groundwater monitoring under the current sampling and analysis plan;
- Maintain and operate the VZA to provide on-going improvement to groundwater quality in the immediate area of the landfill; and
- Continue pumping of the GRS until FDEP approval to terminate operation due to observed results (i.e., limited capture and apparent effectiveness of the VZA in decreasing iron concentrations in groundwater).

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TABLES

Table 4-1
Sampling and Analysis Plan
Perdido Landfill CAP
Escambia County, Florida

Location ID	Monitoring Well Designation	Laboratory Parameters	Field Parameters	Frequency
MW-19D	CAP	Benzene Iron Manganese Tetrachloroethene Trichloroethene Vinyl Chloride	pH Temperature Dissolved Oxygen Specific Conductivity Oxidation-Reduction Potential (ORP) Turbidity Water Level	Semi-Annual
MW-20D	CAP			
MW-30	CAP			
MW-25	Background Well			
MEX-4D	CAP	Iron Manganese		
MEX-4S	CAP			
MW-29/MW-29R	CAP			
MW-31	CAP			
PEX-2D	CAP			
PEX-2S	CAP			
MW-37	CAP	Benzene Vinyl Chloride Iron Manganese		
MW-38	CAP			
MW-50	CAP			
MW-51	CAP			
MW-56	Background Well			
RW-2	CAP			
Influent	Treatment System Sampling Point			
Sand Filter	Treatment System Sampling Point			
MW-54	Delineation Monitoring Well	NA	Water Level Only	
MW-58	Delineation Monitoring Well			

Notes:

1. CAP indicates the well is included under the Corrective Action Program.

2. NA indicates not applicable.

Table 4-2
Monitoring Well Construction Details
Perdido Landfill CAP
Escambia County, Florida

Location ID	Well Diameter (inches)	Total Depth (ft btoc)	TOC Elevation (ft NGVD)	Screened Interval		Screened Interval	
				from (ft bls)	to (ft bls)	from (ft NGVD)	to (ft NGVD)
MEX-4D	2	42.27	64.55	37.00	42.00	27.14	22.14
MEX-4S	2	22.78	64.08	17.00	22.00	46.35	41.35
MW-19D	4	43.36	64.73	24.00	39.00	36.45	21.45
MW-20D	4	43.48	60.12	25.00	40.00	31.59	16.59
MW-25	4	43.39	60.38	28.00	43.00	32.26	17.26
MW-29/MW-29R	4/2	34.69	43.20	17.00	32.00	23.25	8.25
MW-30	4	34.92	48.93	19.50	34.50	29.37	14.37
MW-31	4	34.55	46.63	19.00	34.00	27.12	12.12
MW-37	4	58.63	80.23	43.55	58.55	36.66	21.66
MW-38	4	28.05	66.78	17.86	27.86	49.33	39.33
MW-50	4	70.50	104.35	55.35	70.35	48.77	33.77
MW-51	4	44.10	86.18	29.00	44.00	57.16	42.16
MW-54	4	47.13	66.18	35.96	49.96	33.07	19.07
MW-56	4	62.32	95.86	47.00	62.00	48.64	33.64
MW-58	4	47.21	66.58	32.10	47.10	34.44	19.44
PEX-2D	2	43.93	64.06	38.50	43.50	25.26	20.26
PEX-2S	2	28.70	63.68	23.50	28.50	40.06	35.06
RW-2	4	55.66	96.69	45.50	55.50	51.19	41.19

Notes:

1. ft btoc = feet below top of casing.
2. ft bls = feet below land surface.
3. ft NGVD = feet National Geodetic Vertical Datum of 1929.
4. Well construction data based on information provided by Escambia County Waste Services Department.
5. Total depth is based on field measurements from 21 August 2019.

Table 4-3
Groundwater Elevation Summary
Perdido Landfill CAP
Escambia County, Florida

Location ID	TOC Elevation (ft NGVD)	Measurement Date	Depth to Water (ft btoc)	Groundwater Elevation (ft NGVD)
MEX-4D	64.55	3/18/2019	23.13	41.42
		8/21/2019	23.74	40.81
MEX-4S	64.08	3/18/2019	20.84	43.24
		8/21/2019	20.96	43.12
MW-19D	64.73	3/18/2019	28.17	36.56
		8/21/2019	28.45	36.28
MW-20D	60.12	3/18/2019	25.56	34.56
		8/21/2019	25.84	34.28
MW-25	60.38	3/18/2019	14.51	45.87
		8/21/2019	15.12	45.26
MW-29	41.13	3/18/2019	5.22	35.91
MW-29R	43.20	8/21/2019	5.86	37.34
MW-30	48.93	3/18/2019	10.18	38.75
		8/21/2019	10.15	38.78
MW-31	46.63	3/18/2019	7.02	39.61
		8/21/2019	6.95	39.68
MW-37	80.23	3/18/2019	38.69	41.54
		8/21/2019	39.44	40.79
MW-38	66.78	3/18/2019	18.49	48.29
		8/21/2019	18.44	48.34
MW-50	104.35	3/18/2019	60.81	43.54
		8/21/2019	61.09	43.26
MW-51	86.18	3/18/2019	39.68	46.50
		8/21/2019	39.80	46.38
MW-54	66.18	3/18/2019	25.99	40.19
		8/21/2019	26.36	39.82
MW-56	95.86	3/18/2019	39.85	56.01
		8/21/2019	39.25	56.61
MW-58	66.58	3/18/2019	25.36	41.22
		8/21/2019	25.69	40.89
PEX-2D	64.06	3/18/2019	23.68	40.38
		8/21/2019	24.78	39.28
PEX-2S	63.68	3/18/2019	23.08	40.60
		8/21/2019	23.39	40.29
RW-2	96.69	3/18/2019	51.78	44.91
		8/21/2019	51.95	44.74

Notes:

1. ft btoc = feet below top of casing.
2. ft NGVD = feet National Geodetic Vertical Datum of 1929.
3. Well construction data based on information provided by Escambia County Waste Services Department.

Table 4-4
Groundwater Field Parameters
Perdido Landfill CAP
Escambia County, Florida

Location ID	Sample Date	ORP (mV)	Dissolved Oxygen (mg/L)	pH (SU)	Specific Conductivity (µS/cm)	Temperature (ºC)	Turbidity (NTU)
MEX-4D	3/27/2019	460	1.23	8.64	91.2	21.32	2.94
	8/22/2019	273	0.48	7.83	96.3	21.31	10.6
MEX-4S	3/27/2019	358	0.01	5.34	80.3	19.95	2.39
	8/22/2019	148	0.12	5.36	67.6	21.10	10.1
MW-19D	3/28/2019	-28	-0.01	5.97	372.0	22.70	13.2
	8/26/2019	-26	-0.01	6.05	370.2	22.34	16.6
MW-20D	3/28/2019	1	0.00	5.82	368.6	21.63	4.99
	8/26/2019	9	-0.01	5.92	433.1	21.45	13.9
MW-25*	3/28/2019	63	-0.01	5.78	193.6	20.17	14.8
	8/27/2019	50	-0.01	5.88	193.2	20.09	16.2
MW-29/MW-29R	3/27/2019	188	0.23	5.24	32.0	19.49	46.8
	8/28/2019	414	0.02	5.50	42.8	20.60	-
MW-30	3/27/2019	98	0.02	5.29	256.9	20.29	6.47
	8/22/2019	200	0.01	5.38	253.4	21.01	8.80
MW-31	3/27/2019	385	6.52	4.83	25.8	19.76	1.77
	8/22/2019	554	6.34	4.92	23.0	20.48	7.62
MW-37	4/1/2019	670	0.07	5.43	181.9	23.82	2.37
	8/28/2019	609	0.07	5.82	312.9	24.95	2.47
MW-38	4/1/2019	362	0.05	5.90	325.7	21.01	0.84
	8/27/2019	-10	0.03	5.99	329.4	23.27	8.58
MW-50	4/1/2019	97	0.06	5.91	268.4	22.97	0.67
	8/28/2019	53	0.02	5.98	274.5	24.73	1.89
MW-51	4/1/2019	702	0.36	5.44	133.6	22.48	6.63
	8/27/2019	624	1.10	4.88	127.1	24.86	2.99
MW-54	3/28/2019	60	-0.01	5.80	327.8	21.30	8.29
	8/28/2019	107	-0.01	5.96	346.5	21.18	5.78
MW-56*	4/1/2019	609	3.56	4.90	35.4	20.47	6.16
	8/26/2019	485	2.72	4.87	35.7	20.82	16.8

Table 4-4
Groundwater Field Parameters
Perdido Landfill CAP
Escambia County, Florida

Location ID	Sample Date	ORP (mV)	Dissolved Oxygen (mg/L)	pH (SU)	Specific Conductivity (µS/cm)	Temperature (ºC)	Turbidity (NTU)
MW-58	3/28/2019	-85	-0.01	6.55	467.6	20.03	7.43
	8/28/2019	-41	0.00	6.53	400.3	20.16	6.44
PEX-2D	3/27/2019	247	0.37	5.60	80.0	21.45	16.9
	8/22/2019	515	0.32	5.60	52.2	22.85	14.0
PEX-2S	3/27/2019	-14	0.08	5.92	183.4	20.50	2.31
	8/22/2019	21	0.07	5.92	174.0	20.96	10.2
RW-2	4/2/2019	417	0.12	5.41	142.8	23.15	4.98
	8/28/2019	183	0.07	5.49	115.7	23.97	3.28
Influent*	4/2/2019	51	0.08	6.18	748.3	21.17	0.83
	8/28/2019	187	1.69	5.86	344.3	24.91	7.46
Sand Filter*	4/2/2019	320	7.48	7.73	565.0	17.67	5.82
	8/28/2019	345	1.84	7.07	531.1	28.02	13.8

Notes:

1. ORP = Oxidation-Reduction Potential.
2. mV = millivolts.
3. µS/cm = microSiemens/centimeter.
4. mg/L = milligrams/liter.
5. SU = standard units.
6. ºC = degree Celsius.
7. NTU = Nephelometric Turbidity Units.
8. - indicates that EDCNRM did not record a measurement, but denoted turbidity greater than 800 NTU on field sheet.
9. MW-54 and MW-58 are not sampled as part of the Corrective Action Program (CAP). Groundwater quality field parameters are included for interpretation purposes.
10. * = Location is a background or delineation well, or treatment system sampling point and not considered as part of the "CAP-area monitoring wells" referred to in the 2019 water quality report.

Table 4-5
Groundwater Analytical Summary
Perdido Landfill CAP
Escambia County, Florida

	Constituent	Iron	Manganese	Benzene	TCE
	GCTL	**0.3**	**0.05**	**0.001**	**0.003**
Location ID	**Sample Date**				
MEX-4D	3/27/2019	**0.072 I**	**0.017**	-	-
	8/22/2019	**0.082 I**	**0.018**	-	-
MEX-4S	3/27/2019	**15**	**0.12**	-	-
	8/22/2019	**10**	**0.08**	-	-
MW-19D	3/28/2019	**89**	**1.1**	0.00038 U	0.0005 U
	8/26/2019	**100**	**1.1**	0.00038 U	0.0005 U
MW-20D	3/28/2019	**80**	**0.53**	0.00038 U	0.0005 U
	8/26/2019	**100**	**0.54**	**0.0004 I**	0.0005 U
MW-25*	3/28/2019	**26**	**0.19**	0.00038 U	0.0005 U
	8/27/2019	**28**	**0.17**	0.00038 U	0.0005 U
MW-29/MW-29R	3/27/2019	**2.1**	**0.020**	-	-
	8/28/2019	**6.7**	**0.039**	-	-
MW-30	3/27/2019	**21**	**1.1**	**0.0011**	**0.00091 I**
	8/22/2019	**24**	**1.5**	**0.00056 I**	0.0005 U
MW-31	3/27/2019	0.053 U	0.0054 U	-	-
	8/22/2019	0.079 U	**0.013**	-	-
MW-37	4/1/2019	**2.0**	**0.80**	0.00038 U	-
	8/28/2019	**3.6**	**0.93**	**0.00057 I**	-
MW-38	4/1/2019	**56**	**0.65**	0.00038 U	-
	8/27/2019	**56**	**0.71**	0.00038 U	-
MW-50	4/1/2019	**60**	**0.69**	**0.00089 I**	-
	8/28/2019	**64**	**0.69**	**0.0011**	-
MW-51	4/1/2019	**8.0**	**0.58**	0.00038 U	-
	8/27/2019	**5.4**	**0.51**	0.00038 U	-
MW-54	3/28/2019	**21**	**4.3**	0.00038 U	-
	8/28/2019	**17**	**5.8**	0.00038 U	-
MW-56*	4/1/2019	0.053 U	0.0054 U	0.00038 U	-
	8/26/2019	0.079 U	**0.0077 I**	0.00038 U	-
MW-58	3/28/2019	**25**	**4.7**	0.00038 U	-
	8/28/2019	**17**	**4.6**	0.00038 U	-
PEX-2D	3/27/2019	**1.5**	**0.15**	-	-
	8/22/2019	**0.7**	**0.08**	-	-
PEX-2S	3/27/2019	**46**	**0.73**	-	-
	8/22/2019	**50**	**0.66**	-	-
RW-2	4/2/2019	**32**	**0.14**	**0.00047 I**	-
	8/28/2019	**30**	**0.14**	**0.0008 I**	-
Influent*	4/2/2019	**27**	**2.1**	**0.0011**	-
	8/28/2019	**23**	**2.5**	0.00038 U	-
Sand Filter*	4/2/2019	**2.8**	**0.96**	0.00038 U	-
	8/28/2019	**3.8**	**1.1**	0.00038 U	-

Notes:

1. U = analyte was not detected.
2. I = result is between the laboratory method detection limit and the practical quantitation limit.
3. GCTL = Groundwater Cleanup Target Level.
4. TCE indicates trichloroethene.
5. - = Not Analyzed consistent with FDEP-approved sampling and analysis plan.
6. Data in this tables is presented in milligrams per liter (mg/L).
7. Bold values represent concentrations greater than the laboratory reporting limit.
8. Bold and shaded values represent concentrations greater than the respective GCTL, using the FDEP rounding rule as outlined in the FDEP memo dated 17 November 2011.
9. MW-54 and MW-58 are not sampled as part of the Corrective Action Program (CAP). Analytical data are included for interpretation purposes.
10. * = Location is a background well or treatment system sampling point and not considered as part of the "CAP-area monitoring wells" referred to in the 2018 water quality report.

Table 4-6
Statistical Trend Evaluation Summary
Perdido Landfill CAP
Escambia County, Florida

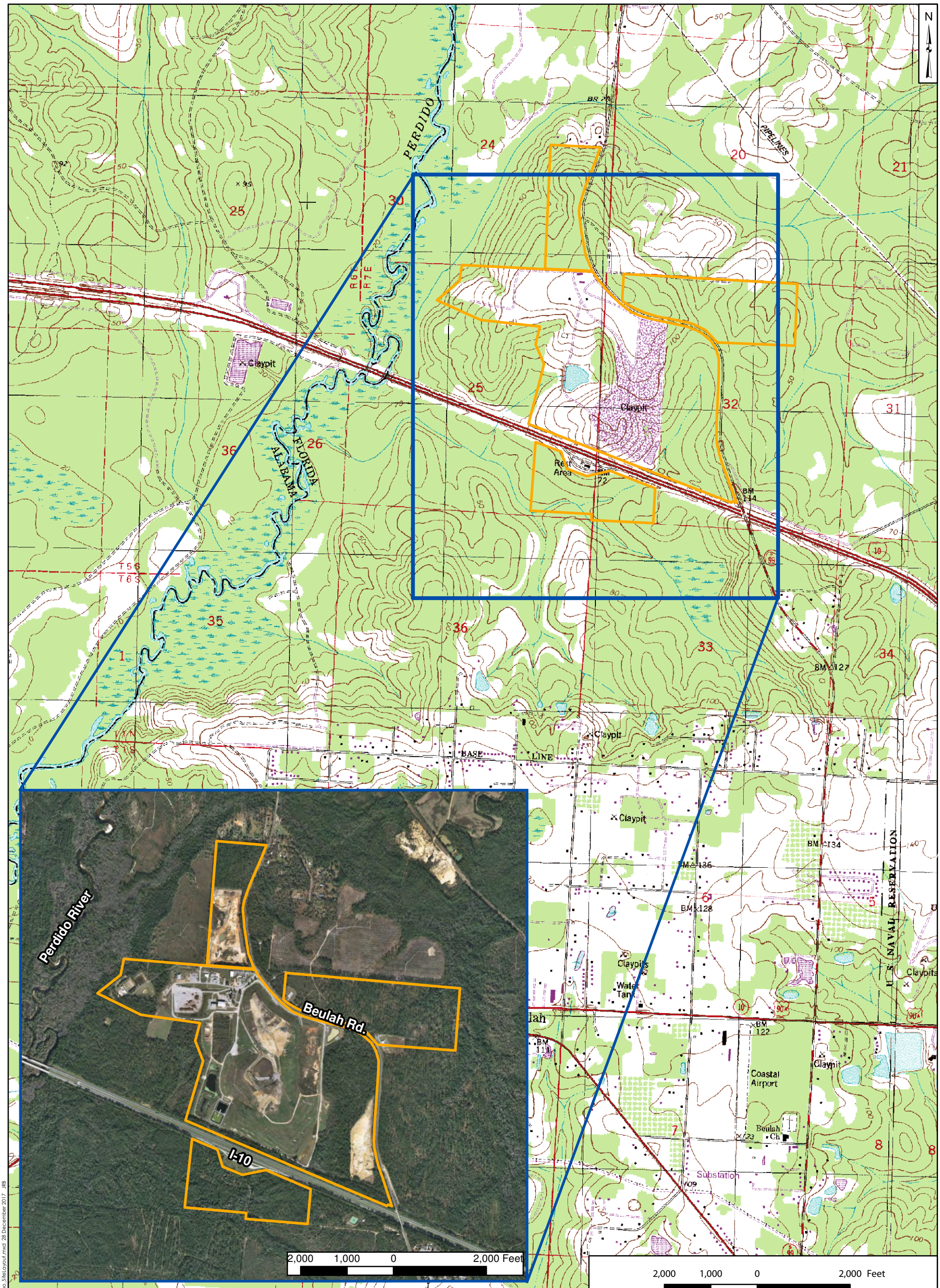
Location ID	Reference Location	Confidence Level	
		95%	
		Iron	Manganese
MEX-4D	South of I-10	--	Down
MEX-4S	South of I-10	--	--
MW-19D	South of I-10	Down	--
MW-20D	South of I-10	--	--
MW-25	Background	Up	--
MW-29/MW-29R	South of I-10	--	--
MW-30	South of I-10	Up	--
MW-31	South of I-10	Up	Up
MW-37	Southern Landfill Boundary	Down	Down
MW-38	Southern Landfill Boundary	--	--
MW-50	Southern Landfill Boundary	Down	Down
MW-51	Southern Landfill Boundary	Down	Down
MW-54	Southern Landfill Boundary	--	--
MW-56	Background	--	Up
MW-58	Southern Landfill Boundary	Down	--
PEX-2D	South of I-10	--	Down
PEX-2S	South of I-10	--	--
RW-2	Southern Landfill Boundary	Down	Down
Influent	GRS Influent	--	--
Sand Filter	GRS Effluent	--	Up

Notes:

1. -- indicates no trend was identified.

2. Statistical evaluation conducted for concentration trends over the last five years (2015 to 2019).

FIGURES



Legend

Site Boundary

SEMINOLE, ALA. - FLA.
30087-E4

Notes:
1. Source of Seminole, Ala.-Fla. USGS 7.5 Minute Quadrange: FDEP Land Boundary Information System.
2. Source of 2013 Aerial: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.
3. Source of Site Boundary: Escambia County Property Appraiser.

USGS Topographic Map and Site Layout
Perdido Landfill

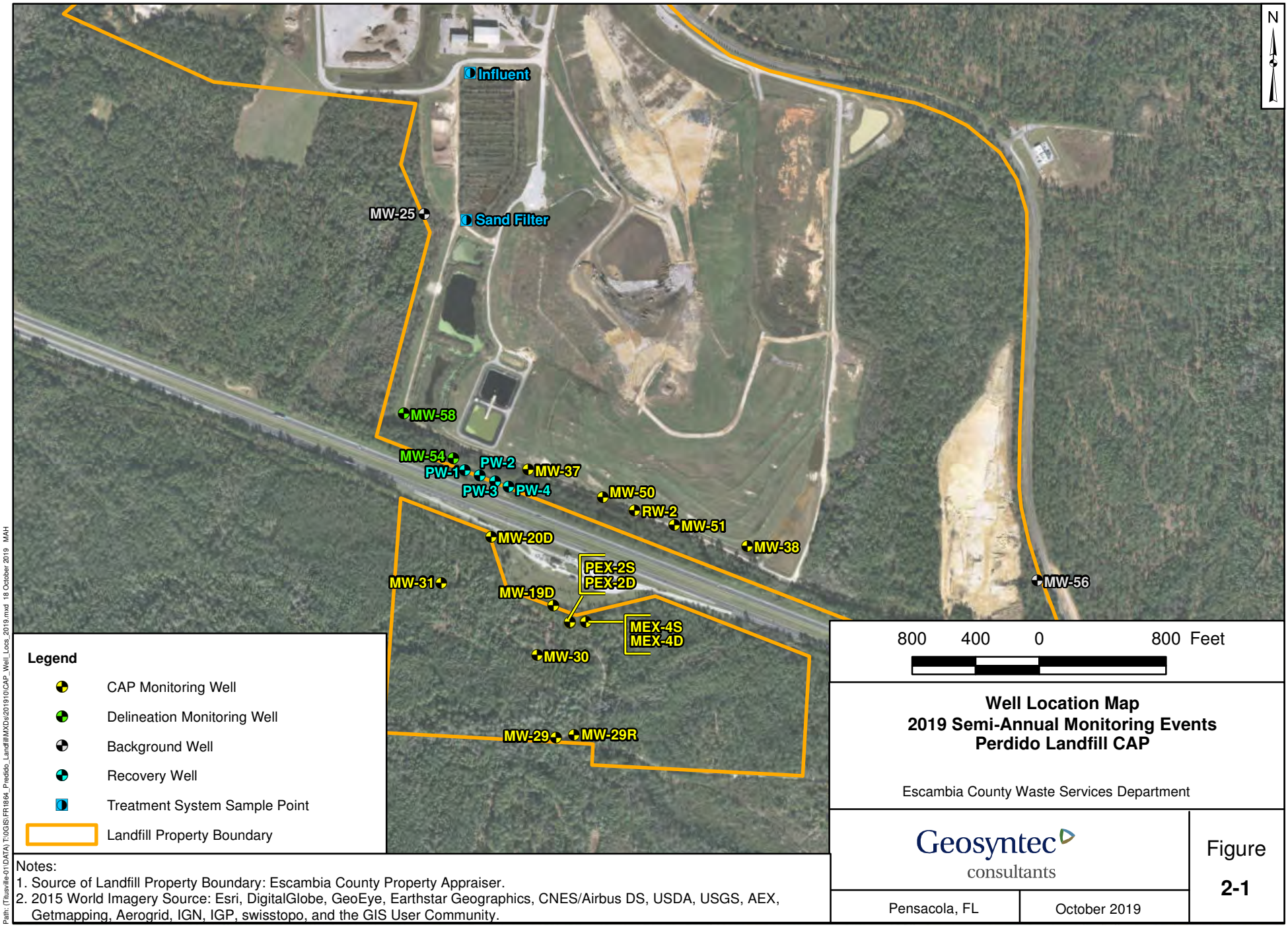
Escambia County Waste Services Department

Geosyntec consultants

Pensacola, FL | January 2019

Figure **1-1**

Path: [\\tusvlfile01\DATA] T:\VER1864_Perdido_Landfill\MXDs\20171212\Topo_SiteLayout.mxd 28 December 2017 JRB



Notes:
1. Source of Landfill Property Boundary: Escambia County Property Appraiser.
2. 2015 World Imagery Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.

Well Location Map
2019 Semi-Annual Monitoring Events
Perdido Landfill CAP

Escambia County Waste Services Department

Geosyntec consultants

Pensacola, FL | October 2019

Figure **2-1**

Path: (Tlsusvlfile-01\DATA) T:\GIS\FR1864_Predido_Landfill\MXDs\2019\10\CAP_Well_Locs_2019.mxd 18 October 2019 MAH

Legend

- Landfill Gas Probe
- Landfill Gas Vent
- Vadose Zone Aeration Well
- Treatment System Sample Point
- Landfill Property Boundary

Notes:
1.Source of locations: Geosyntec Consultants, Inc. 2014. Vadose Zone Aeration System Evaluation Report, Perdido Landfill, Escambia County, Florida.
2. 2013 World Imagery Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.
3. Source of Landfill Property Boundary: Escambia County Property Appraiser.

Vadose Zone Aeration System Map
Perdido Landfill CAP

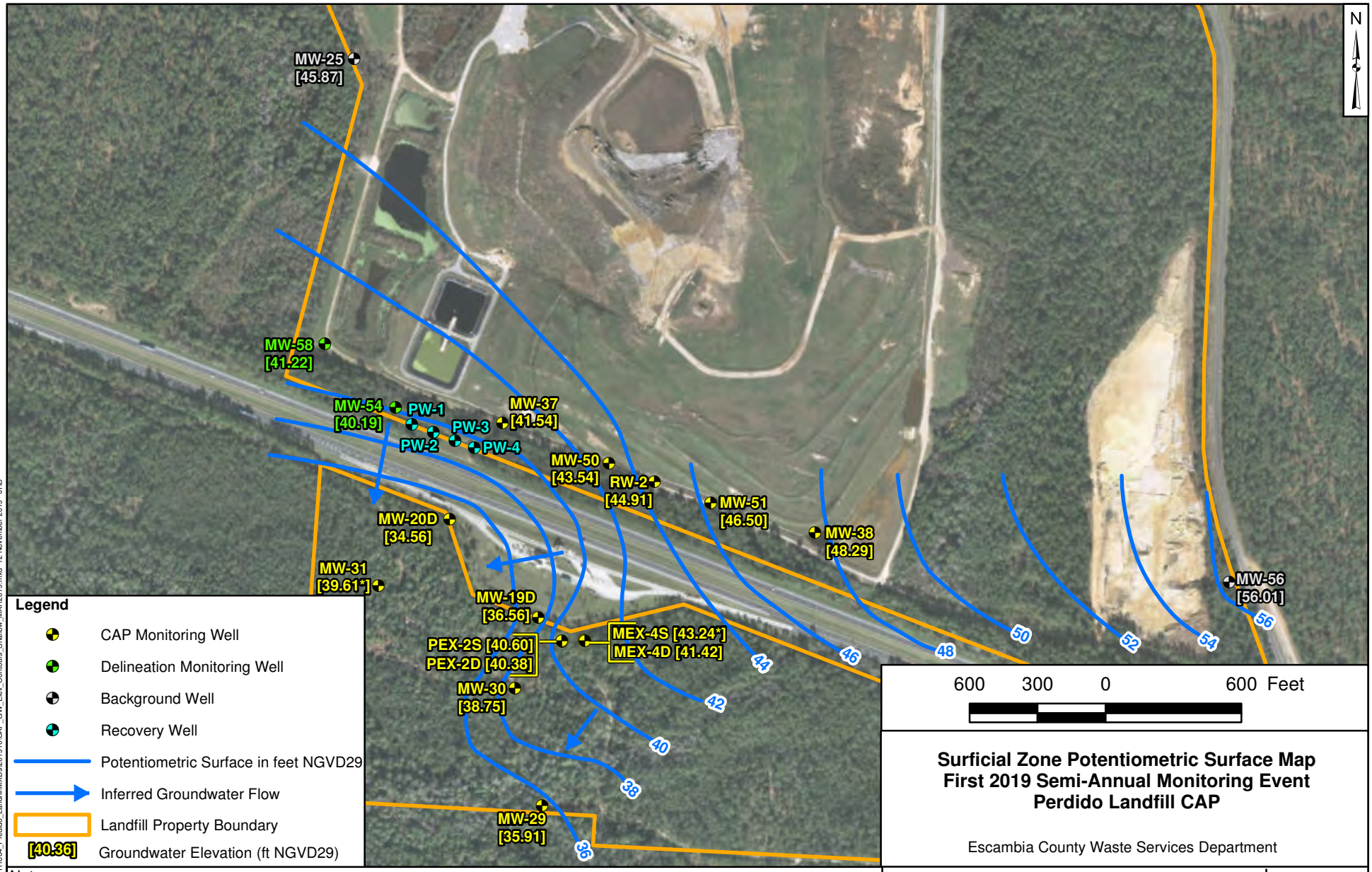
Escambia County Department of Solid Waste Management
Escambia County, Florida

Geosyntec consultants

Pensacola, FL | January 2019

Figure **2-2**

Path: (Titusville-01\DATA)T:\GIS\FR1864_Perdido_Landfill\MXDs\201712\VZA.mxd 18 December 2017 MAH



Legend

- CAP Monitoring Well
- Delineation Monitoring Well
- Background Well
- Recovery Well
- Potentiometric Surface in feet NGVD29
- Inferred Groundwater Flow
- Landfill Property Boundary
- [40.36] Groundwater Elevation (ft NGVD29)

Notes:
1. Groundwater elevations provided in feet National Geodetic Vertical Datum 1929 (ft NGVD29).
2. Groundwater elevations presented on map were collected on 18 March 2019.
3. * indicates data not used for contouring
4. Source of Landfill Property Boundary: Escambia County Property Appraiser.
5. 2015 World Imagery Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.

Surficial Zone Potentiometric Surface Map
First 2019 Semi-Annual Monitoring Event
Perdido Landfill CAP

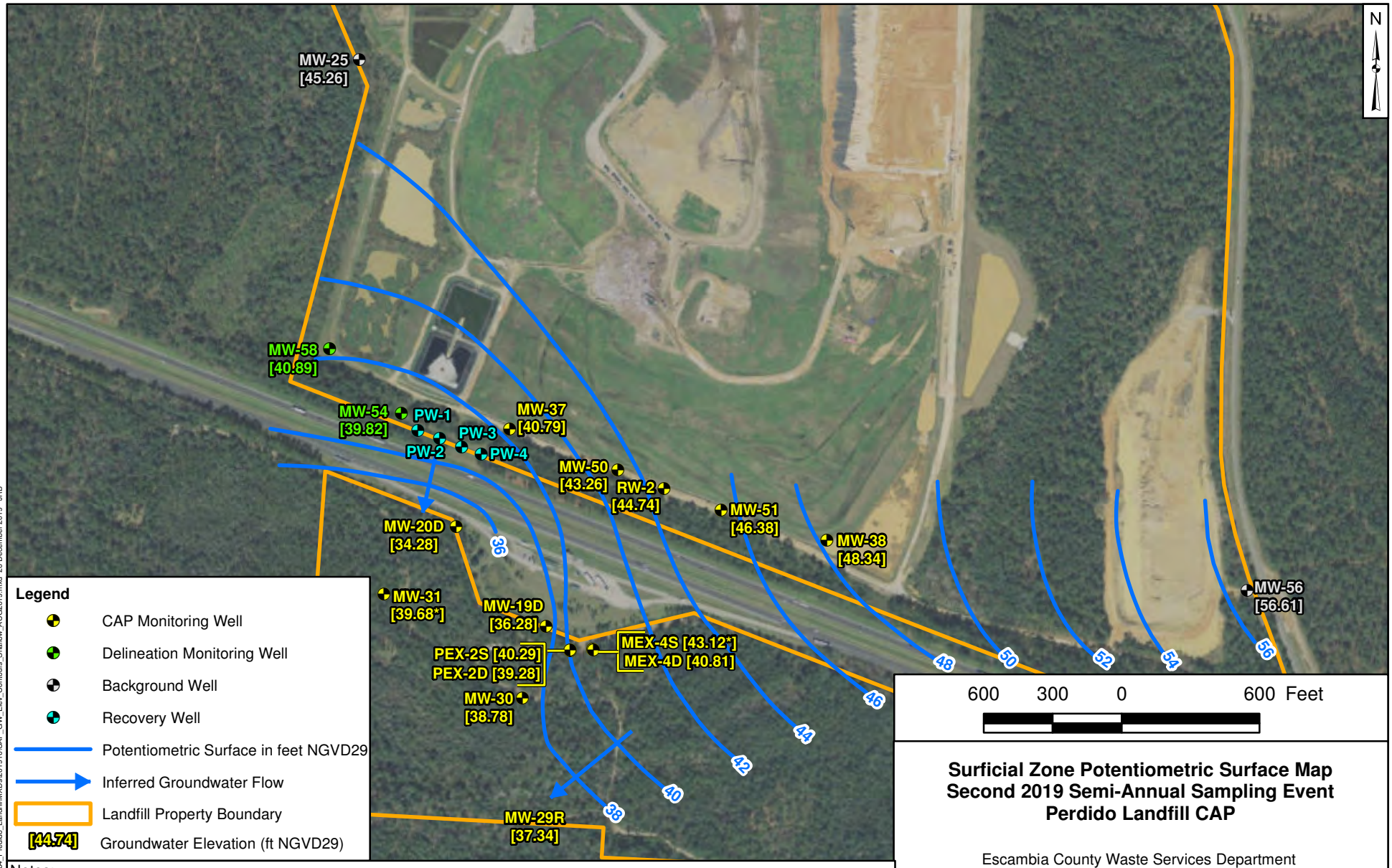
Escambia County Waste Services Department

Geosyntec consultants

Pensacola, FL | December 2019

Figure 4-1

Path: (Tlsville-01\DATA) T:\GIS\FR1864_Perdido_Landfill\MXDs\20191\CAP_GW_Elev_Contours_Shallow_MAR2019.mxd 12 November 2019 JRB



Legend

- CAP Monitoring Well
- Delineation Monitoring Well
- Background Well
- Recovery Well
- Potentiometric Surface in feet NGVD29
- Inferred Groundwater Flow
- Landfill Property Boundary
- [44.74] Groundwater Elevation (ft NGVD29)

Notes:
1. Groundwater elevations provided in feet National Geodetic Vertical Datum 1929 (ft NGVD29).
2. Groundwater elevations presented on map were collected on 21 August 2019.
3. * indicates data not used for contouring.
4. MW-29 was abandoned and replaced with MW-29R on 31 July 2019.
5. Source of Landfill Property Boundary: Escambia County Property Appraiser.
6. 2015 World Imagery Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.

Surficial Zone Potentiometric Surface Map
Second 2019 Semi-Annual Sampling Event
Perdido Landfill CAP

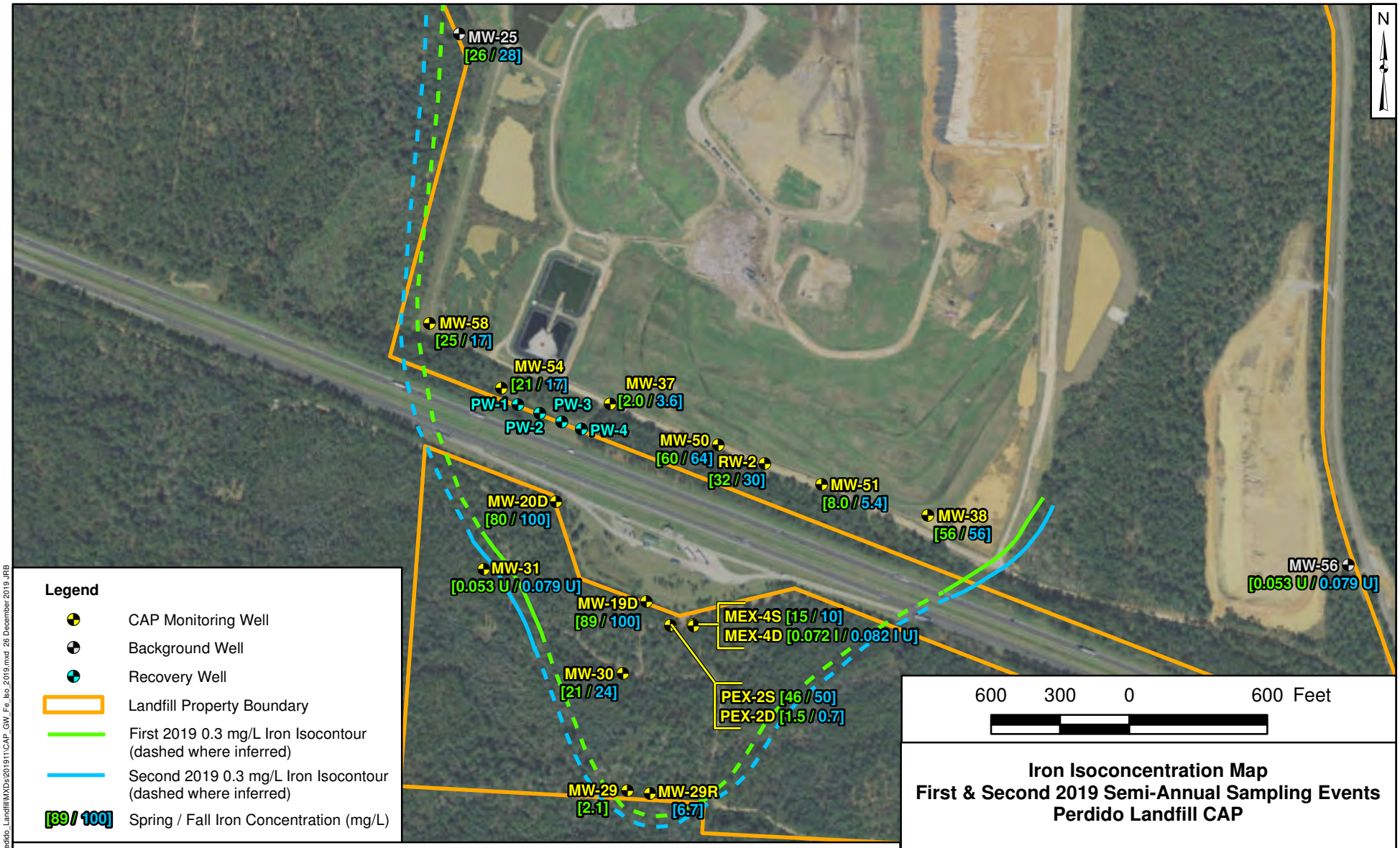
Escambia County Waste Services Department

Geosyntec consultants

Pensacola, FL | December 2019

Figure 4-2

Path: (Tlsville-01\DATA) T:\GIS\FR1864_Perdido_Landfill\MXDs\20191\CAP_GW_Elev_Contours_Shallow_AUG2019.mxd 26 December 2019 JRB



Legend

- CAP Monitoring Well
- Background Well
- Recovery Well
- Landfill Property Boundary
- First 2019 0.3 mg/L Iron Isocontour (dashed where inferred)
- Second 2019 0.3 mg/L Iron Isocontour (dashed where inferred)
- [89 / 100] Spring / Fall Iron Concentration (mg/L)

Notes:
1. mg/L indicates milligrams per liter.
2. U indicates analyte was not detected.
3. * indicates data not used for contouring.
4. I indicates result is between the laboratory method detection limit and the practical quantitation limit.
5. Groundwater Cleanup Target Level (GCTL) for iron is 0.3 mg/L.
6. Source of Landfill Property Boundary: Escambia County Property Appraiser.
7. 2015 World Imagery Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.

Iron Isoconcentration Map
First & Second 2019 Semi-Annual Sampling Events
Perdido Landfill CAP

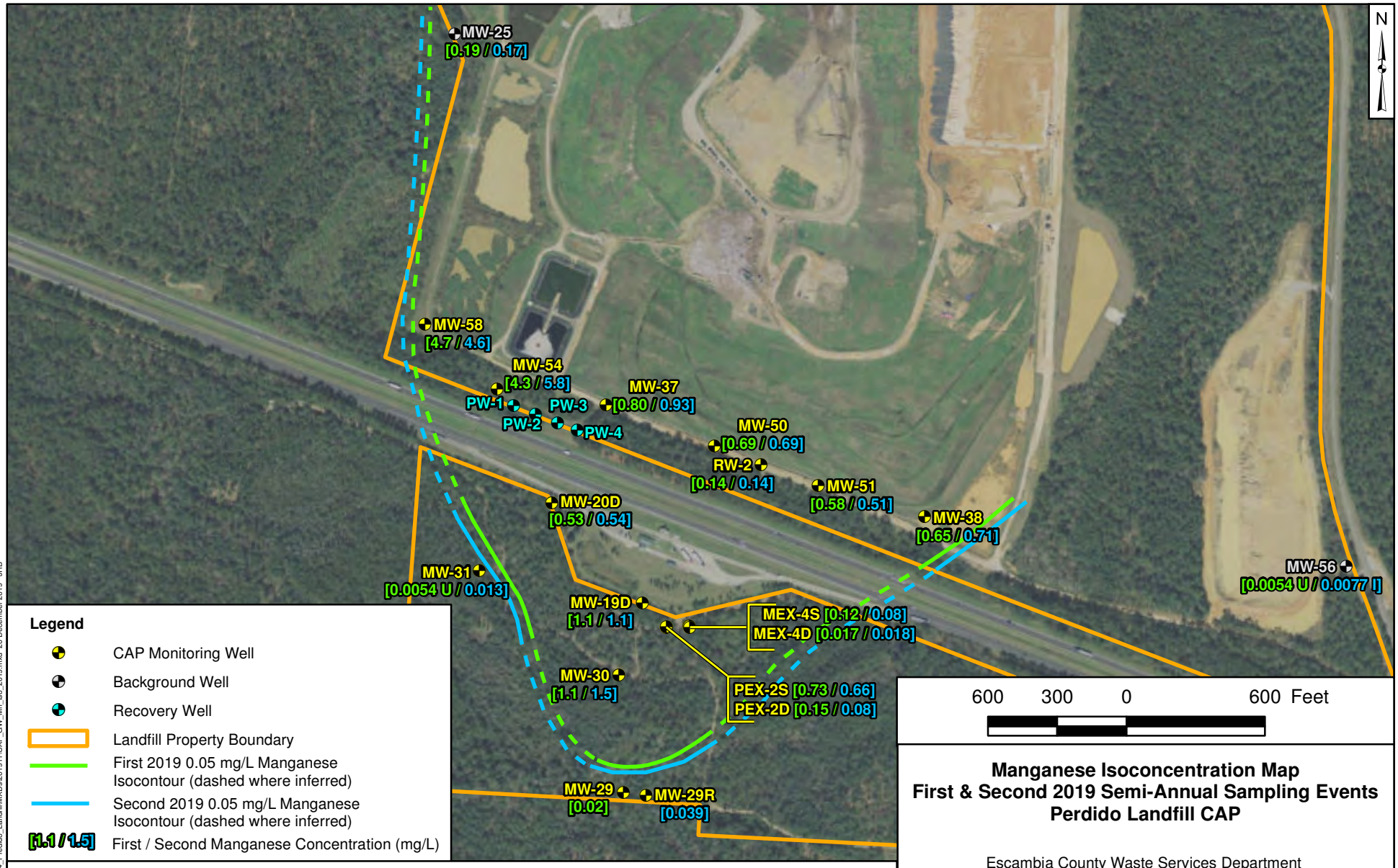
Escambia County Waste Services Department

Geosyntec consultants

Pensacola, FL | December 2019

Figure **4-3**

Path: (Thuxville-01\DATA) T:\GIS\FR1864_Perdido_Landfill\MXDs\20191\CAP_GW_Fe_Iso_2019.mxd 26 December 2019 JRB



Legend

- CAP Monitoring Well
- Background Well
- Recovery Well
- Landfill Property Boundary
- First 2019 0.05 mg/L Manganese Isocontour (dashed where inferred)
- Second 2019 0.05 mg/L Manganese Isocontour (dashed where inferred)
- [1.1 / 1.5] First / Second Manganese Concentration (mg/L)

Notes:
1. mg/L indicates milligrams per liter.
2. U indicates analyte was not detected.
3. I indicates result is between the laboratory method detection limit and the practical quantitation limit.
4. Groundwater Cleanup Target Level (GCTL) for manganese is 0.05 mg/L.
5. Source of Landfill Property Boundary: Escambia County Property Appraiser.
6. 2015 World Imagery Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.

Manganese Isoconcentration Map
First & Second 2019 Semi-Annual Sampling Events
Perdido Landfill CAP

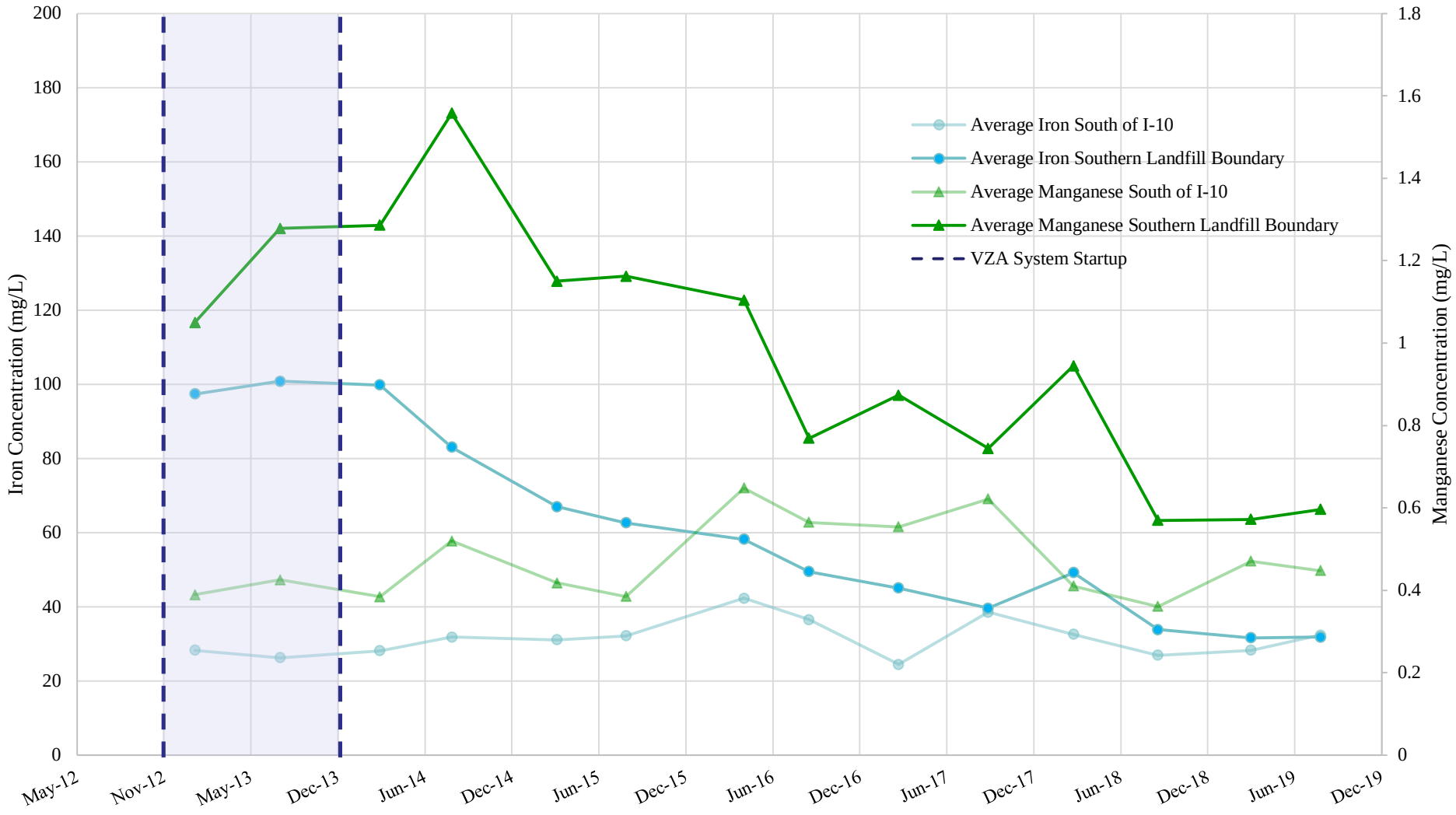
Escambia County Waste Services Department

Geosyntec consultants

Pensacola, FL | December 2019

Figure 4-4

Path: (Tlsville-01\DATA) T:\GIS\FR1864_Perdido_Landfill\MXDs\2019\1\CAP_GW_Mn_Iso_2019.mxd 26 December 2019 JRB



Notes
Vadose Zone Aeration (VZA) system startup period between January and February 2013.
Shaded area identifies timeframe of initial startup to October 2013.
Wells south of I-10 include: MEX-4D, MEX-4S, MW-19D, MW-20D, MW-29, MW-30, MW-31, PEX-2D, and PEX-2S.
Wells along the southern landfill boundary include: MW-37, MW-38, MW-50, MW-51 and RW-2.

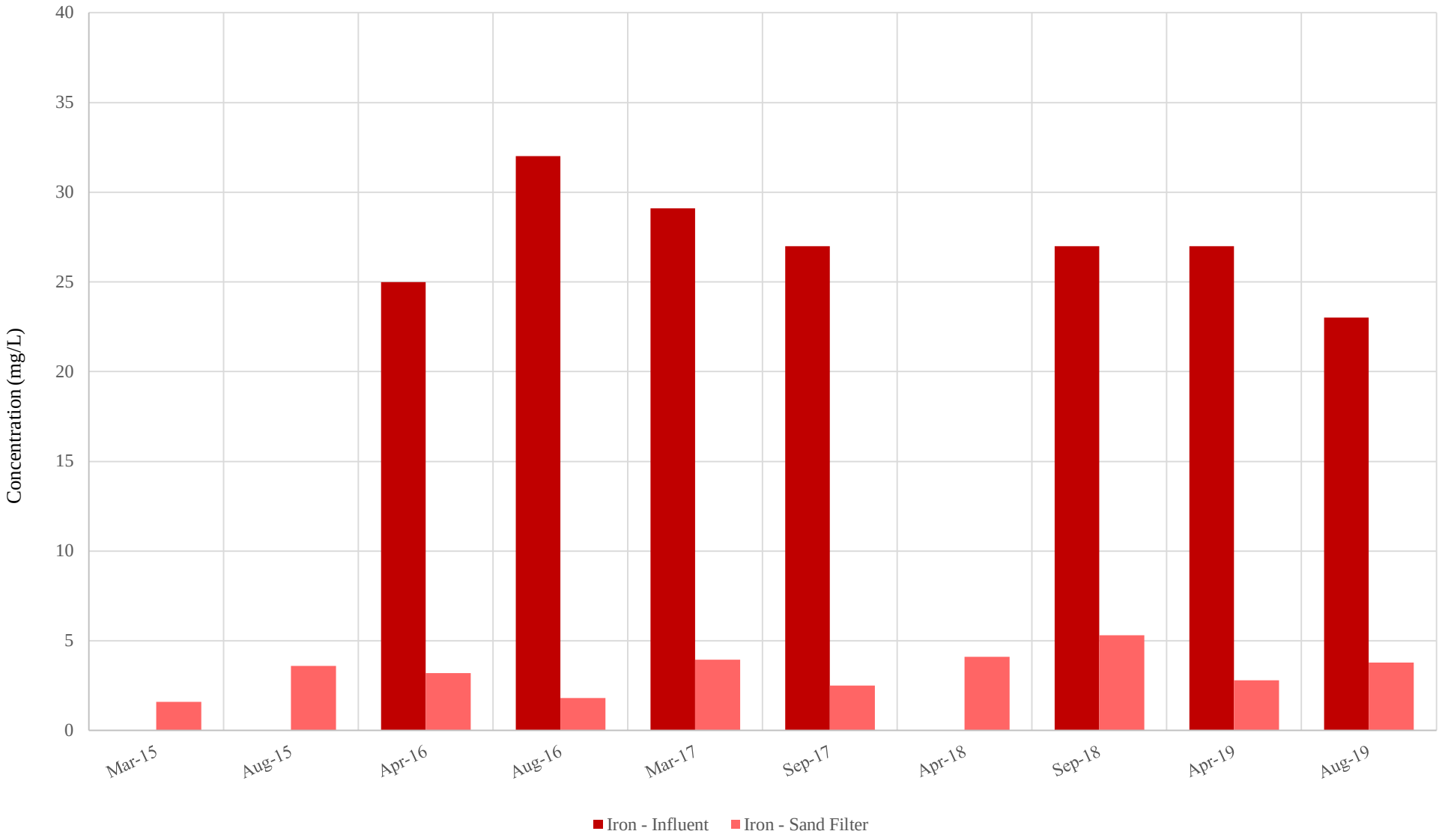
Iron and Manganese Concentrations Near Vadose Zone Aeration System

Escambia County Waste Services Department

Geosyntec consultants

Pensacola, Florida | December 2019

Figure 4-5



Notes

Concentration trends over the last five years (2015 to 2019) were evaluated with ESdat, Version 5.1.
No temporal trend indicated for the Influent sampling location.
No temporal trend indicated for the Sand Filter sampling location.
Concentration trends are estimated at the 95% confidence level.

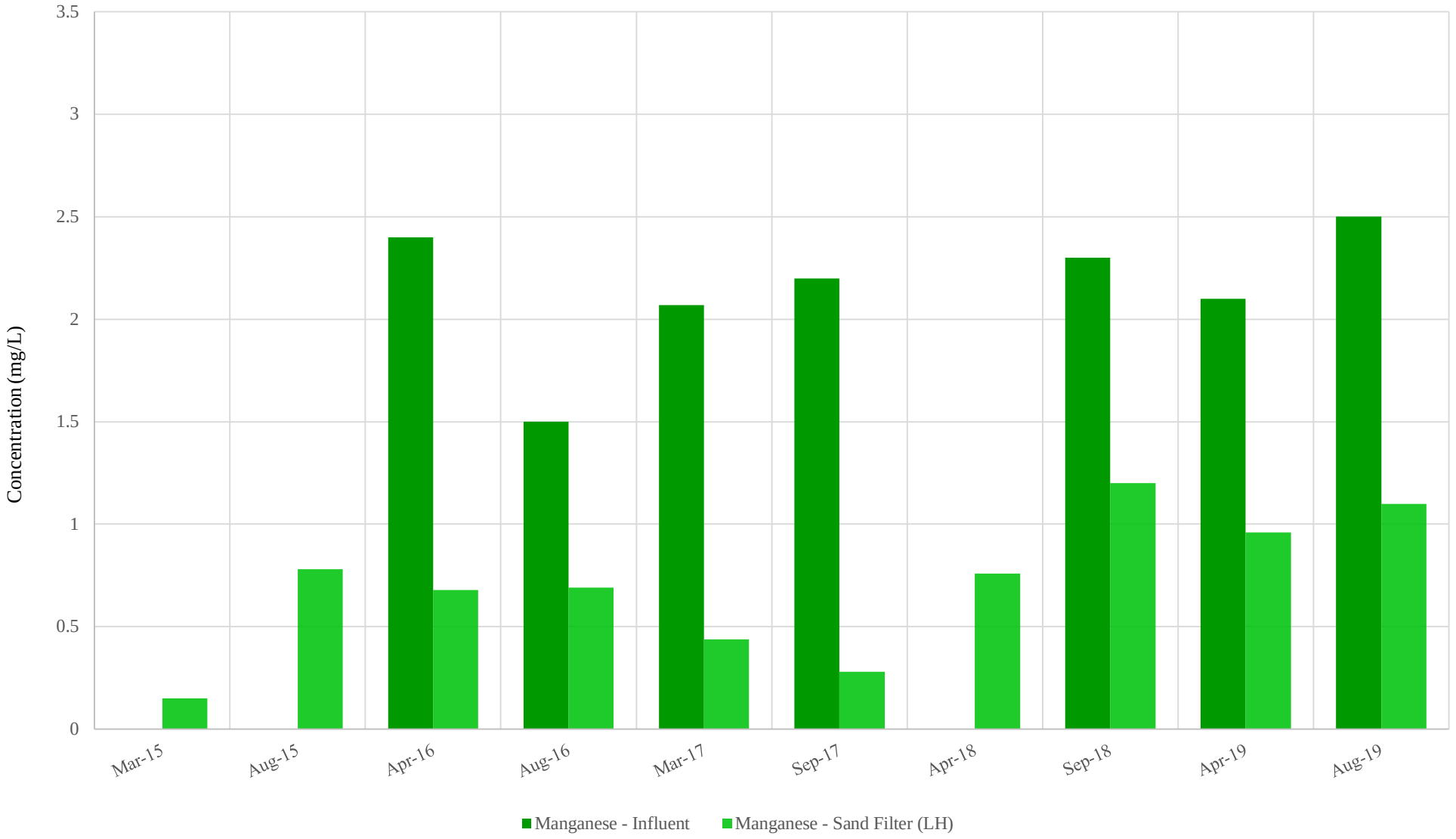
Temporal Trend Plot of Groundwater Recovery System - Iron

Escambia County Waste Services Department

Geosyntec consultants

Pensacola, Florida | December 2019

Figure 5-1



Notes

Concentration trends over the last five years (2015 to 2019) were evaluated with ESdat, Version 5.1.
No temporal trend indicated for the Influent sampling location.
Upward trend indicated for the Sand Filter sampling location.
Concentration trends are estimated at the 95% confidence level.
LH = The last sample collected has the highest concentration.

Temporal Trend Plot of Groundwater Recovery System - Manganese

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Figure 5-2

Waste Service Projected Expenses/Revenue for FY20, Including Expenses for Landfill Mining and Cell Design

FUND 401 - EXPENSES FY20

Period	Month	Personnel	Operating	Capital	Transfers	Indirects	Insurance	Depreciation	Expense TOTAL
1	OCT	203,260.23	38,265.74		142,523.50		364,897.00		748,946.47
2	NOV	203,705.10	318,701.97			180,501.00		3,680,000.00	4,382,908.07
3	DEC	203,659.87	133,195.50	324,381.69					661,237.06
4	JAN	262,997.78	347,923.57	4,781.04	142,523.50	180,501.00			938,726.89
5	FEB	189,158.41	249,696.91						438,855.32
6	MAR	195,434.29	197,858.12	145,735.80				16,214.75	555,242.96
7	APR	210,161.85	235,169.50	246,467.80	142,523.50	180,501.00			1,014,823.65
8	MAY	281,600.77	201,659.91	569,723.20					1,052,983.88
9	JUN	225,000.00	315,000.00						540,000.00
10	JUL	225,000.00	360,000.00	512,000.00	142,523.50	180,501.00			1,420,024.50
11	AUG	230,000.00	260,000.00	512,000.00					1,002,000.00
12	SEP	230,000.00	490,000.00	1,180,832.00					1,900,832.00
	SUBOTOTALS:	2,659,978.30	3,147,471.22	3,495,921.53	570,094.00	722,004.00	364,897.00	3,696,214.75	14,656,580.80
Year-End Adjusting Entries:									
13	LF Closure		1,214,000.00						1,214,000.00
13	Pension Liab	247,297.00							247,297.00
13	Reclass Capital			-3,495,921.53					-3,495,921.53
	TOTALS:	2,907,275.30	4,361,471.22	0.00	570,094.00	722,004.00	364,897.00	3,696,214.75	**12,621,956.27**
Monthly	**AVERAGE:**	242,272.94	363,455.94	0.00	47,507.83	60,167.00	30,408.08	308,017.90	1,051,829.69

FUND 401 - REVENUE FY20

Period	Month	Charges	Interest	Misc.	Revenue TOTAL	Income
1	OCT	1,339,592.65	75,104.37	19,882.59	1,434,579.61	685,633.14
2	NOV	1,255,359.20	58,892.76	-0.02	1,314,251.94	-3,068,656.13
3	DEC	1,297,137.09	75,411.60	-0.85	1,372,547.84	711,310.78
4	JAN	1,437,629.58	79,356.78	100.00	1,517,086.36	578,359.47
5	FEB	1,244,306.27	75,943.05	172,903.42	1,493,152.74	1,054,297.42
6	MAR	1,374,106.84	277,284.06	-204,742.51	1,446,648.39	891,405.43
7	APR	1,359,421.83	76,191.52	0.00	1,435,613.35	420,789.70
8	MAY	1,378,150.10	75,474.71	0.00	1,453,624.81	400,640.93
9	JUN	1,270,000.00			1,270,000.00	730,000.00
10	JUL	1,290,000.00			1,290,000.00	-130,024.50
11	AUG	1,290,000.00			1,290,000.00	288,000.00
12	SEP	1,270,000.00			1,270,000.00	-630,832.00
SUBTOTALS:		15,805,703.56	793,658.85	-11,857.37	16,587,505.04	1,930,924.24
13						-1,214,000.00
13						-247,297.00
13						3,495,921.53
						0.00
	TOTALS:	15,805,703.56	793,658.85	-11,857.37	**16,587,505.04**	**3,965,548.77**
Monthly AVERAGE:		1,317,141.96			1,382,292.09	

NOTES:

Expenses

a) All figures for periods 1-8 are actual amounts.
b) Figures highlighted in yellow are projected based on pds 1-8 averages *plus* anticipated scheduled repair projects
c) Pds 10-12 **include $512,000 per period** in the "Capital" column for the **proposed LF mining and Cell Design** projects
d) Pd 13 Year-end adjustments for Landfill Closure and Pension Liability are based on FY19 adjusting entry figures
e) In pd 13, Capital Expenses are deducted and reclassified to the Balance sheet as assets

Revenues

a) All figures for periods 1-8 are actual amounts.
b) Figures highlighted in blue are projected based on last year's average revenue for pds 9-12 ($1,340,600), less $50,60C per month to be conservative in estimate. June & Sept less addt'l $20K because of 30-day month.
c) Revenue from Interest and Misc. **not included in average monthly figures** due to uncertainty.
d) Negative Revenue in pd 6 is a write-off on book value of assets disposed.

Income

c) Negative Income of $3,068,656 in pd 2 is due to depreciation entry.
d) Negative Income of $120,024 in pd 10 due to anticipated repair projects
e) Negative Income of $620,832 in pd 12 due to anticipated equipment arrival and payment of year-end invoices

FY20 PROJECTIONS:

Monthly Averages	1,317,141.96	***Ave Monthly Operating*** *Revenue*
	1,051,829.69	*Ave Monthly Expense*
	265,312.27	*Ave Monthly Income*
Estimated FY20	**3,183,747.29**	**Projected Increase to Net Position**

Waste Services Cell Expansion Project Timeline and Anticipated Expenses
Landfill Mining, Cell Design and Cell Construction

FY20										Jul 2020	Aug 2020	Sep 2020	**Annual Total**
Mining										422,928	422,928	422,928	1,268,784
Mining Oversight										12,778	12,778	12,778	38,334
Tire Disposal										11,000	11,000	11,000	33,000
Cell Design										65,000	65,000	65,000	195,000
Cell Construct										0	0	0	0
													1,535,118

FY21	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	
Mining	422,928	422,928	422,928	422,928	422,928	422,928	422,928	422,928	422,929	422,929	422,929	422,929	5,075,140
Mining Oversight	12,778	12,778	12,778	12,778	12,778	12,778	12,778	12,778	12,778	12,778	12,777	12,777	153,334
Tire Disposal	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	12,000	12,000	11,000	134,000
Cell 1BDesign	39,681	39,681	39,681	39,681	39,681	39,681	39,681	39,681	39,681	39,681	39,681	39,681	476,172
Cell 1B Construct	0	0	0	0	0	0	0	0	0	0	0	0	0
													5,838,646

FY22	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	
Mining	422,929	422,929	422,929										1,268,787
Mining Oversight	12,778	12,777	12,777										38,332
Tire Disposal	11,000	11,000	11,000										33,000
Cell 1BDesign	39,680	39,680	20,154	20,154	20,154	20,154	20,154	20,154	20,154	20,153	20,153	20,153	280,897
Cell 1B Construct	0	0	833,333	833,333	833,333	833,333	833,333	833,333	833,333	833,333	833,333	833,333	8,333,330
Constr Oversight (a)			42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	420,000
													10,374,346

FY23	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	
Mining	0	0											0
Mining Oversight	0	0											0
Cell 1BDesign	20,153	0											20,153
Cell 1B Construct	833,335	833,335											1,666,670
Constr Oversight (a)	40,000	40,000											80,000
													1,766,823

Annual Income Projections

Projections FY20 (b)	
Revenue	15,805,704
Expense	12,621,956
Income	3,183,747

Estimated FY21	
Revenue (c)	15,000,000
Expense (d)	12,000,000
Income	3,000,000

Estimated FY22	
Revenue (c)	15,000,000
Expense (d)	12,240,000
Income	2,760,000

Estimated FY23	
Revenue (c)	15,000,000
Expense (d)	12,445,000
Income	2,555,000

NOTES:

a) Cell 1B Construction will require hiring addt'l consultant for oversight. Cost is to be determined prior to start of construction.

b) Projections for FY20 Income based on actuals for pds 1-8 and estimates for remainder of year.

These are presented in detail on a separate sheet

c) 5-yr Revenue average FY15-FY19 is $15,521,000. Using $15 mil to be conservative

d) 5-yr Expense average FY15-FY19 is $11,106,000. Starting at $12 mil and adding approx 2% each year to be conservative.

Cell Expansion Expected Total Costs	
Tire Disposal (Est)	200,000
Mining	7,612,711
Mining Oversight	230,000
Cell 1B Design	972,222
Cell 1B Construct	10,000,000
Cell 1B CQA	500,000
	19,514,933

Expected Annual Net Income during Project	
FY20	3,183,747
FY21	3,000,000
FY22	2,760,000
FY23	2,555,000
	11,498,747

Estimated Impact to Net Position from Cell Expansion: (8,016,186)

5-Year Averages Revenue/Expense

	Revenue	Expense
FY15	13,844,206	11,504,605
FY16	15,428,789	10,499,123
FY17	15,438,526	10,267,443
FY18	15,520,693	11,159,236
FY19	17,373,487	12,100,700
	77,605,701	55,531,107
Averages:	15,521,140	11,106,221

Mining Research Brief June/2020

The Perdido Landfill's Strategic Plan for landfill expansion hinges upon landfill mining. After extensive research, project demonstration and a cost benefit analysis, mining has proven to be an effective method for landfill expansion as well as a corrective measure for addressing environmental contamination. Upon seeking BCC approval to perform Phase II Mining, further research has been requested associated with other landfill mining projects. With that, the following information is submitted to address the following questions:

1) Has there been any mining projects since Perdido Landfill's Phase I Project?

2) Would the owners of previous mining projects consider a mining the project again, if the need and the opportunity arose?

3) Are there any sites where a landfill mining project was evaluated but not implemented?

4) Has a vertical expansion of a landfill occurred with leaving unlined in place waste and lining over this waste to create additional airspace?

Has there been any mining projects since Phase I project?

Based on limited research the following mining projects were identified to have taken place since 2011 after Phase I Perdido landfill Mining project:

- Putnam County, FL 2014-2015
- Loudoun County Solid Waste Facility, VA, 2015-2020
- Newton County Landfill, GA, 2016-2021

Would the owners of previous mining projects consider a mining the project again, if the need and the opportunity arose?

Collier County (FL) has mined unlined cells at Naples Landfill in several phases since the late 80s. In the most recent phase, approximately 400,000 cubic yards of in-place waste and soil were mined from 22 acres in 2007-2009 to reclaim land for a future lined cell. The overall project cost was $7.6 million. Mr. Daniel Rodriguez (Deputy Department Head of Collier County Public Utilities) expressed that they would consider mining in the future to develop the future disposal capacity and provide enhanced environmental protection.

Putnam County (FL) completed the first phase of the mining project during 2014-2015. Approximately 85,000 cubic yard of waste and 259,000 cubic yards of soil was mined from 15.25 acres of unlined cells. The overall project cost was $2.75 million. Mr. Jay Tilton (Putnam County Solid Waste Director) indicated that Putnam plans to continue their landfill mining effort to remove the source of ongoing contamination from the unlined area and to develop future lined disposal capacity. Mining is a critical aspect of their next landfill expansion project.

Bay County (FL) Solid Waste Division has proposed to perform landfill mining across 18 acres. Mining is being considered because of the following benefits:

- Beneficial reuse of soil
- Extends the life of existing borrow sources
- Removes potential source of groundwater contamination
- Augments Bay County's mass burn facility with dry, high BTU materials
- Utilizes existing staff and equipment over time to minimize hiring additional manpower and equipment

Newton County (GA) is currently mining 600,000 cubic yards from approximately 15 acres unlined cells. The excavated waste is screened for soil recovery. The overall mining cost is $9.3 million. The project benefits include addressing the ongoing groundwater contamination problem at the site and reclaim land for the future lined cell. The contamination issue at the site is moderate and is contained within the property boundary. Only 30-40% of the volume mined constituted of the soil, which was much lower than estimated at the time of the feasibility study. This has resulted in a lot more airspace being used to dispose of the screened waste than originally estimated. In addition, the screening of waste has been challenging due to several fibrous waste streams (textile and hoses industries waste). The screened waste is difficult to compact and resulted in leachate ponding issues. Due to these issues and due to high project cost and lower airspace recovery, Mr. Kevin Walter (Newton County Solid Waste) indicated that he would not consider a mining project at this site in the future.

Loudoun County (VA) began mining in 2015 and is scheduled to continue mining thru 2020. Total estimated reclamation excavation 1,360,000 cubic yards. Primary motivation is to remove a groundwater pollution source from an old unlined landfill and place this waste into a modern landfill. Project funded based on landfill revenue.

The City of Clovis, CA has mined approximately 2.5 million cubic yards of in-place waste and soil from their unlined cells from 1998 through 2008 to reclaim all unlined cells. City Manager indicated the mitigation of potential impacts to groundwater was a primary factor in the City's decision. To mine the unlined class. Additionally, reclamation generated a large volume of soil for future use. Based on expanding landfill capacity, removing potential groundwater contamination as well as recovery of soil, City of Clovis, if any unlined cells remained, would plan on mining the cells.

Are there any sites where a landfill mining project was evaluated but not implemented?

During our research we identified two sites where technical and/or financial feasibility of the project was conducted, but the owner decided not implementing the project. **Salt River Landfill (Scottsdale, Arizona)** conducted a study to evaluate the feasibility of a landfill reclamation project for mining over 4 million cubic yards of waste from three-lined cells (48 acres) because a large amount of soil had historically been used during waste filling in these areas. After a preliminary cost-benefit analysis, a field study conducted to characterize the waste composition and soil content of the deposited waste. The field study suggested that approximately 38% of the airspace would be recovered with the mining project. The mining project cost was estimated to be approximately $38 million and was estimated to be more than the value of the airspace recovered, which was estimated to be approximately $30 million. The mining project was not implemented at the site.

The City of Denton (TX) reported expended $3.5 million for evaluating a landfill mining project at their landfill. The project cost was estimated to be $16 million over ten years to mine 32 acres landfill. The project investigation plan was approved without a detailed feasibility evaluation. The City decided to abandon the project due to the cost.

The records associated with the projects evaluated but not implemented are typically not published or submitted to the state environmental agencies. These project details are difficult to obtain. Consequently, there probably are other landfill mining projects that are evaluated but never implemented.

Has a vertical expansion of a landfill occurred with leaving unlined in place waste and lining over this waste to create additional airspace?

Databases have been developed of publicly available documents for solid waste facilities data at the state environmental agency for the following states: **Arkansas, Florida, Georgia, Kentucky, Mississippi, Nebraska, New Mexico, Oklahoma, South Carolina, Texas, and Tennessee.** The file names in the database generally contain the subject material of the file. Using a keyword "vertical expansion", a search was performed in these databases. Based on the search result, data for the facilities that observed to have a vertical expansion cell were further reviewed. The table below shows a summary of the search results to identify the facilities that have a vertically expanded cell over an unlined cell. Based on a search of over 569,000 files from 11 states, over 2,000 files from 75 landfills contained "vertical expansion" phrase in the name. It should be noted that not all the state agencies have posted all their landfill site files on their portal. Also, some states (e.g., Oklahoma) typically name the files with keywords that are descriptive of the file content. All the identified files for Georgia were either for vertical expansion of landfill gas wells or groundwater monitoring wells or for a construction and demolition landfill. Enough data were not available for the identified sites in Nebraska and Oklahoma to confirm that a vertical expansion over an unlined cell was conducted.

State	Number of Files Searched	Number of Files with "vertical expansion" in the filename	Number of Associated Sites	Number of Sites with vertical expansion over unlined cells
Arkansas	323,194	0	0	0
Florida-Class I landfills	100,962	2,035	63	6
Georgia	7,620	24	9	0
Kentucky	325	0	0	0
Mississippi	218	0	0	0
Nebraska	37,077	2	2	1 Unknown
New Mexico	7	0	0	0
Oklahoma	46,879	1	1	Unknown
South Carolina	28	0	0	0
Texas	6,233	0	0	0
Tennessee	47,433	0	0	0
Total	**569,976**	**2,062**	**75**	**6**

A review of the names of the files of 63 sites suggested that a cell was vertically expanded at 19 sites only. In several cases that are categorized as vertical expansion, the lined cell is piggybacked on an

unlined cell and has a relatively large lateral expansion similar to the Sections 2 through 4 expansions at Perdido Landfill. However, a large area of the proposed cell over the remaining unlined cells would be over the slopes of the unlined cells (if these are not mined) with limited scope for lateral expansion. This expansion geometry would potentially pose a geotechnical stability issue and may require mining to grade the site to promote the stability of the landfill. We did not find an expansion project in Florida that exclusively expanded vertically within the footprint of the unlined cell.

EXECUTIVE SUMMARY

Solid Waste Conversion/Waste to Energy Technology Options

June 2020

Geosyntec consultants

ESCAMBIA COUNTY FLORIDA

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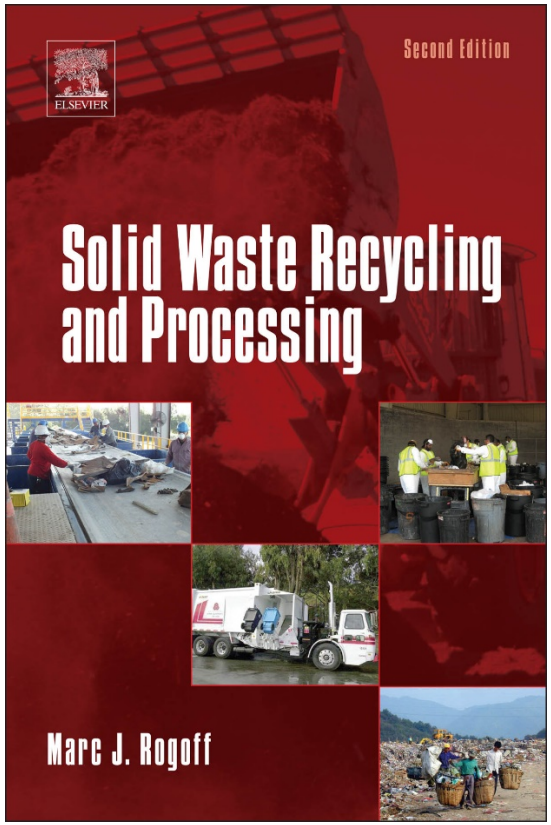
1.0 About Geosyntec and the Author

Geosyntec **Consultants, Inc. is an employee-owned environmental engineering and technical science services company** with more than 80 offices, including nine in Florida. Geosyntec was founded in Florida in 1983 and has grown to a staff of more than 1,400 engineers, scientists, and other technical and project staff throughout the United States and overseas. We are large enough to consistently deliver technical excellence, yet our operational management structure is intimate enough to provide excellent client service to municipal clients such as Escambia County. Geosyntec provides both public and private sector clients with technical services in environmental engineering consulting and design, earth sciences, construction management, and financial analysis. Our public-sector clients include municipal, state/regional, and national governments.

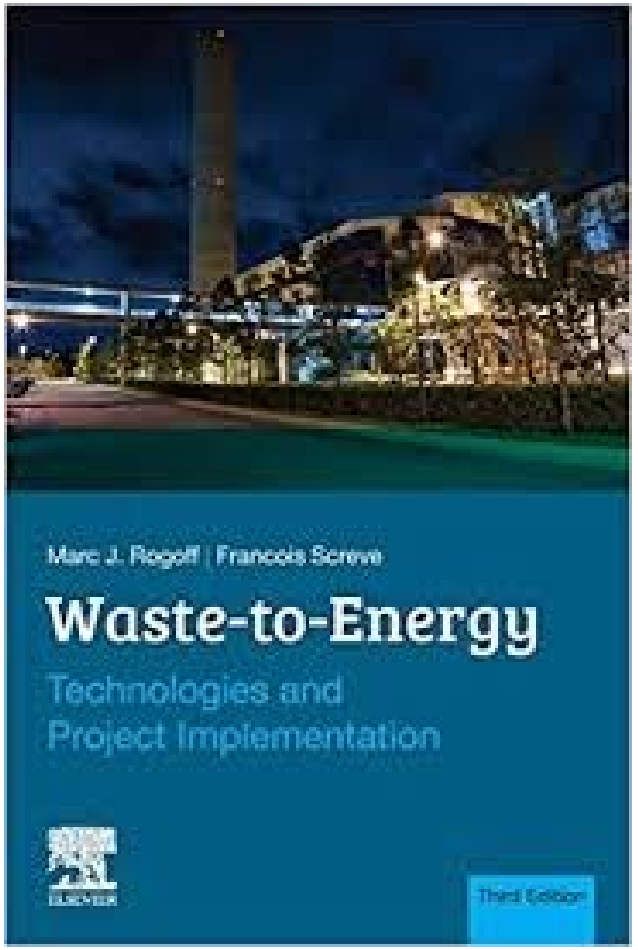
With over 40 years of experience, Dr. Rogoff is a nationally recognized expert in solid waste collection, resource recovery technologies, the evaluation of rates, cost allocation studies, system valuations, and the development of master plans for solid waste agencies. Dr. Rogoff has held executive management positions in both local government and in the private sector. His efforts have included the development of innovative collection and recycling programs, provided guidance on public education and outreach programs, and assisted in grant programs. He has conducted more than 50 solid waste collection studies enabling his clients to improve efficiencies. He has also developed and led engagement strategies with stakeholder groups and regulators under a variety of state, Federal and international regulatory programs. Dr. Rogoff is the former Director of the Collection and Transfer Technical Division with SWANA and was awarded their 2018 Distinguished Individual Achievement Award in March 2018. He was also awarded a Life Membership of SWANA in 2019 and has authored more than 150 articles published in solid waste industry trade journals. Marc is the author of eight textbooks, including the APWA's "Solid Waste Rate Setting and Financial Guide" and Solid Waste Recycling and Processing."



2.0 Objectives of This Executive Summary

This Executive Summary is a brief review of the major technologies that have been developed in recent years to help divert solid waste from municipal landfills like the County's Perdido Landfill. These technologies, utilizing advanced thermal, chemical and biological processes, can require extensive preprocessing of MSW feedstock to produce precise size fraction and consistent quality to maximize reliability, energy output, and byproduct production.

I have an unvarnished look at these technologies and provide a critical eye at what has worked and what has not over the past 20 years and assess the next generation of challenges and possible engineering solutions. My overall objective is to provide a brief overview for the reader. More in-depth discussions are provided in the **Solid Waste Recycling and Processing** textbook and the recent **Waste-to-Energy: Technologies and Project Implementation** (ISBN: 9781437778724), which includes detailed case studies.



3.0 Where Are WTE Facilities Located

Producing and utilizing energy from the combustion of municipal solid waste (MSW), is a concept which has been practiced in Europe since the turn of the last century. Prompted by a concern for groundwater quality and the scarcity of land for landfilling, many European countries and Japan embarked on massive construction programs for waste-to-energy (WTE) programs in the 1960's.

Based on data available from 2018, there are about 2,179 WTE facilities worldwide (Figure 1). Asian countries (Japan, Taiwan, Singapore, and China) have the largest number of WTE facilities, followed by European and North American countries. Many countries that have aggressively pursued WTE face issues with having limited open space for the siting of landfills and large urban populations. For example, Japan currently manages about 70% of its solid waste in WTE facilities.

As of this writing, there are currently 77 WTE plants operating in 25 U.S. states managing about seven percent of the nation's MSW, or about 90,000 tons per day. This is the equivalent of a baseload electrical generation capacity of approximately 2,700 megawatts to meet the power needs of more than two million homes, while servicing the waste disposal needs of more than 35 million people. Three general combustion technologies are utilized in North America for reliable and proven processing of MSW: massburn, RDF (refuse derived fuel), and modular massburn. Massburn is the most commonly implemented combustion technology, followed by RDF, and lastly, modular. Two facilities have a combination of mass burn and one other combustion technology (Honolulu and Tulsa). Recent expansions and additions in the U.S. include one retrofit, three expansions, and two new WTE facilities. Three new WTE facilities have been added in Canada (2015), Palm Beach County, Florida (2016), and Pasco County, Florida (2020)

Confirmed facility ownership arrangements are about half, divided between public and private entities. WTE facilities are typically operated by private entities, while operation by public entities has been gaining traction.

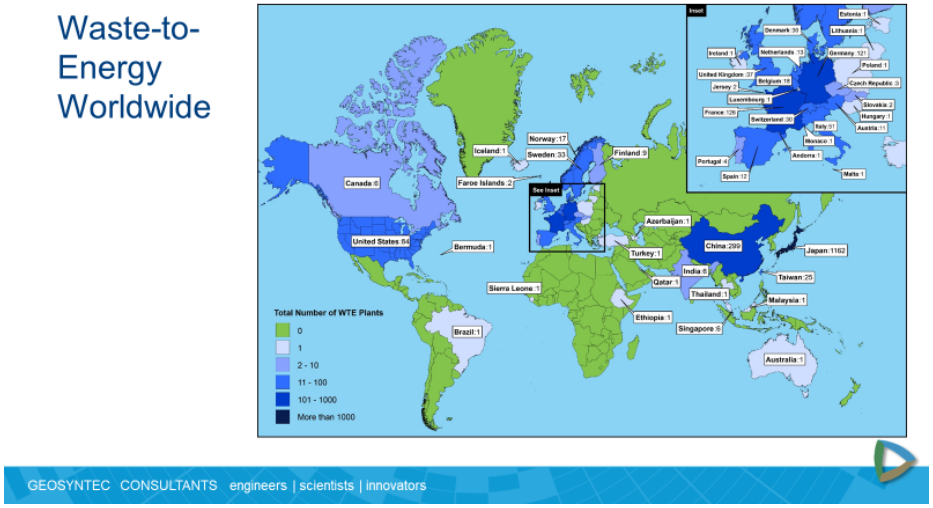


Figure 1: Location of WTE Plants Worldwide

4.0 Waste Diversion Technology Selection

One of the first questions an agency must answer is what technology will be chosen to convert its solid waste into energy. Each agency or developer must identify and evaluate the various technologies that are available and make its own selection based upon the requirements specific to its project. This includes consideration of factors (which will be discussed later) such as: available energy and materials markets; the size of the community's waste flow; capital and operating costs; ownership and financing considerations; and, the level of risk to be assumed by the community or the facility owner.

In evaluating whether one technology better suits its needs than another, a community may often discover that one or more of their goals established for the project may conflict with others. A technology, for example, may produce the greatest amount of energy for Escambia County's waste, albeit at the highest projected capital and operating costs. The selection of a technology, therefore, is not a simple one, but one which can require tradeoffs between one agency's goal with others. Since the risks associated with a technology can be substantial, it is critical that the County attempt to minimize these risks at best it can. The following criteria (Figure 2) can be utilized to assess the relative risk of a technology:

- State of Technology – This addresses the documented track record of the vendor(s) with both pilot and commercial facilities. Some technologies only have been proven in pilot or laboratory operations, or with raw materials other than MSW. Other technologies have only been commercially operated in small facilities and the scale up to larger sized plants may result in unforeseen problems. The operational history of all process steps, from waste receipt through energy conversion to management of material side streams and residuals are considered under the state of the technology. Specific factors assessed include waste types and quantities processed, demonstrated operational reliability, predictable electricity generation.
- Technical Performance - This criterion addresses the ability of the WTE technology to address the full spectrum of the potential needs of the MOA's users and rate payers. Also addressed is whether the proposed process can safely and efficiently process the types of wastes which are generated by the County's solid waste system users, the need for source separation and/or pre-treatment (removal of problem materials, sorting, and size reduction). The percentage of waste by-passed to the landfill or other waste disposal options is also of importance.
- Technical Resources – This criterion addresses whether vendors are available to bid on the project and can provide continuing local resources. Typically, emerging technologies often will have only one project leader. The preferred case would be for the vendor to have a broader pool of resources that can sustain the project in case these project technical leaders move on.

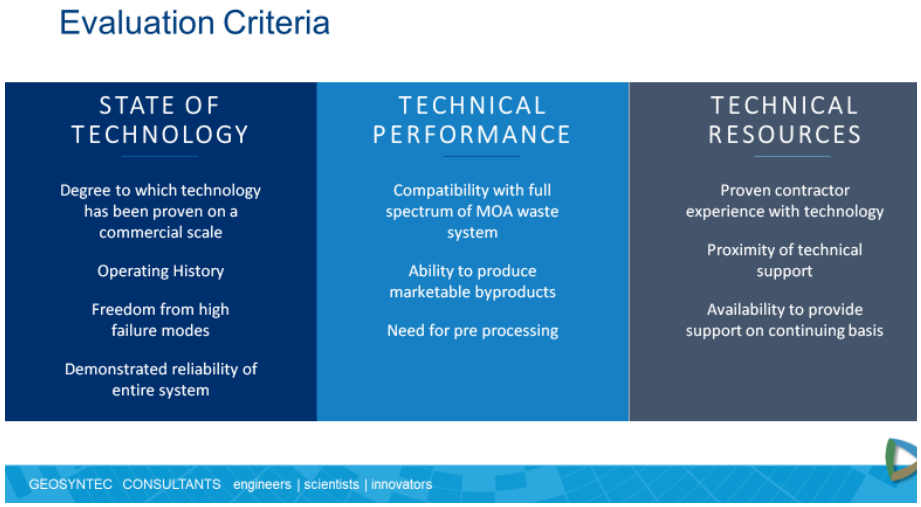


Figure 2: Technology Evaluation Criteria

5.0 Types of WTE Technologies

There is an array of commercially available and emerging WTE technologies, which can convert solid waste into energy, useful products and chemicals, including ethanol and biodiesel. For simplicity, these can be subdivided into thermal, chemical and biological technologies (Figure 3). As will be discussed, and handful of these are commercially proven, while most others have been implemented only in university laboratories on a bench scale size, or in pilot plants only working a small fraction of operating capacity.

Technologies that appear amenable for converting organic and other materials into energy, ethanol, and other products include hydrolysis, gasification, anaerobic digestion, and plasma arc. The following sections briefly describe the technologies.

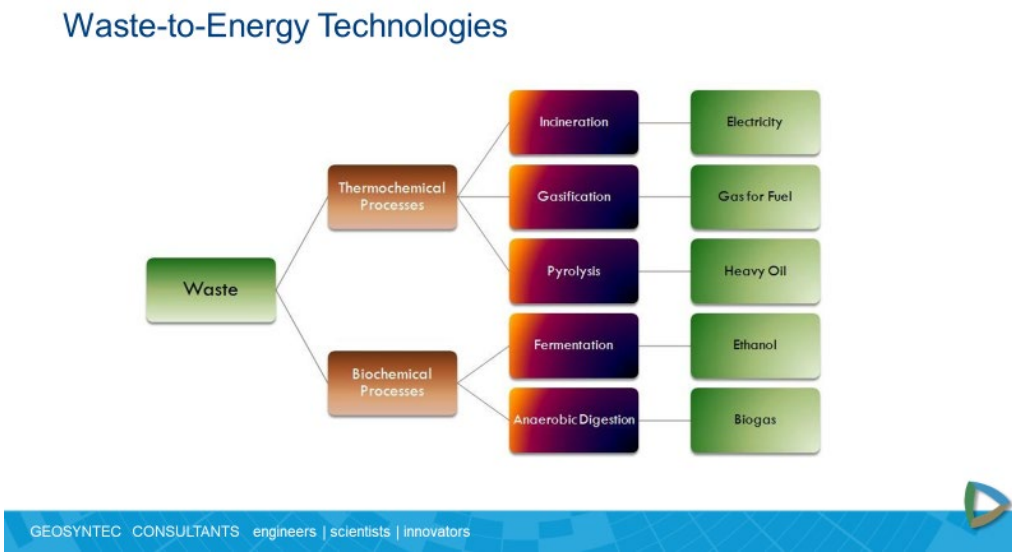


Figure 3: Types of WTE Technologies

5.1 Mass Burn WTE Technology

Mass-burn refers to WTE technology that incinerates minimally processed solid waste. An illustration of a typical mass-burn WTE facility is shown in Figure 2 overleaf. Major components of a mass-burn facility include:

- A structure to house the furnace and its appurtenances;
- A tipping floor where the solid waste from collection and transfer vehicles is unloaded;
- A large storage pit that is sized to allow two to three days storage or stockpiling of refuse so that plant operations can continue over weekends and holidays when deliveries will not occur (WTE plants operate on a seven-day per week, twenty-four hour per day basis; storage space is provided to enable this continuous operation);
- A charging system (normally overhead cranes, but could also be a front-end loader and conveyor combination), which mixes the various solid wastes received to develop a somewhat uniform material and then moves it from the storage pit or floor to feed (charge) the furnace;
- One or more furnace systems (sometimes referred to as combustion trains or units) that burn the solid waste to heat the boilers, generating steam to power electricity generating turbines;
- A stoker unit to move the solid waste through the furnaces;
- Air pollution control subsystems to treat combustion gases; and,
- An ash handling subsystem to manage the fly ash and bottom ash produced from the combustion of solid waste.

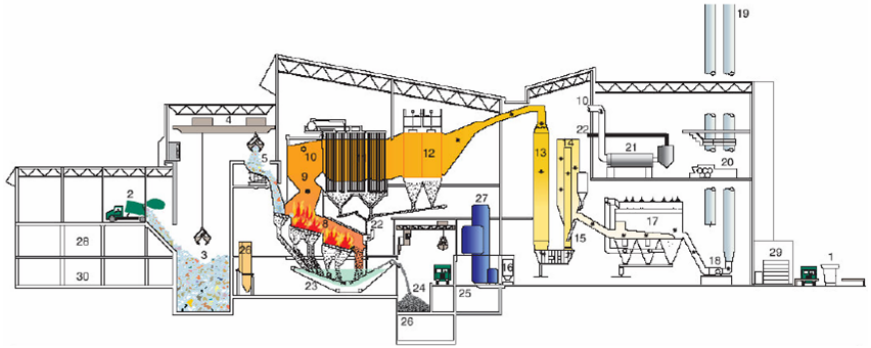


Figure 4: Cross Section of Mass Burn Facility

The only waste pre-processing that occurs as part of the mass-burn WTE operation is the removal of large or unusual objects from the waste stream that would otherwise be a problem or cause damage if fed into the furnace. Examples include very large metal or concrete objects, appliances, telephone poles, or compressed gas cylinders. The operator that charges the furnace is also responsible to visually monitor the nature of the incoming waste so that materials with different moisture contents (e.g., food and plant wastes are relatively wet, while paper and plastics are usually dry) are gradually mixed to achieve a relatively uniform moisture content.

During the combustion process, flue gases, which are heated to temperatures as high as 1,800 degrees F, move from the furnace through the boiler tube section, where the contained water is heated to form saturated steam and dry steam. The flue gases continue through the economizer section to the air pollution control device, such as an electrostatic precipitator, baghouse, or

acid gas scrubber, where the flue gases are cleaned before being released into the atmosphere through a stack.

After the combustion process is completed, the grate system or rotary combustor gradually moves the waste onto the burnout grate where it is discharged into a wet or dry ash handling system that cools the residue and prevents dust from being created. The bottom ash that is produced from the combustion process in the furnace, and the fly ash or other materials produced in the air pollution control device, are transported to landfills by truck or to a temporary onsite ash storage pit for later transport. The bottom and fly ash may be combined or handled separately.

Mass burn incineration produces ash residues amounting to 15 to 30% by weight and 5 to 10% by volume of the incoming solid waste. The amount of ash is dependent of the composition of the waste being incinerated.

Recovery of ferrous and non-ferrous materials from the ash residue is possible in mass-burn systems. Many facilities have successfully utilized magnetic separators (with or without trommels) to recover ferrous material from the ash. Some systems recover the remaining non-magnetic fraction in the ash, such as aluminum and glass, using various trommels, screens, jigs and fluid separators.

Operations Experience

Mass burning incinerators have been used in Europe and Japan for municipal solid waste disposal for nearly 70 years where their acceptance has been rapid and widespread. With over thousands of facilities in operation worldwide in sizes ranging from 18 to 4,200 tons per day, mass fired incineration is the most thoroughly demonstrated technology in the WTE field at this time.

This technology was introduced into the United States in 1967 at the U.S. Naval Station in Norfolk, Virginia with the construction of a 360 ton per day waterwall plant to produce process energy for the Naval Shipyard. This plant was designed in America and equipped with American equipment. Later plants, which were constructed, were almost entirely designed using state-of-the-art European mass incineration technology.

The introduction of European technology into the United States has not been without difficulties and several of the earlier constructed plants encountered some mechanical problems. These highly reliable and rugged European systems had been designed to burn solid waste that was somewhat different in composition than American wastes. Consequently, systems that had been designed for European conditions required designers to adjust in the grate areas and furnace heat release rates of American plants. In addition, the higher chloride corrosion of the superheaters in American plants meant that designers needed to change the metallurgy of these boiler tubes, as well as limiting the upper stream pressures and temperatures to minimize tube corrosion. Scale-up problems also had to be overcome since many of the European units were designed for the 300 to 500 tons per day range. These problems have been corrected, and most mass-burn systems that have been constructed are still in operation today.

5.2 RDF Technology

The main difference between mass-burn and RDF technologies is that RDF requires pre-processing of the incoming solid waste to separate some of the non-combustibles and then shredding the remaining material to create a pelletized fuel that can be fired in a dedicated boiler unit. This additional front-end processing effort is performed in order to achieve higher energy efficiencies than

mass-fired units. However, experience has shown that the front-end processing of raw solid waste into RDF is expensive and operationally intensive not to mention extremely dangerous, with the shredders and pelletizers requiring significant routine and non-routine maintenance. Although touted as a step forward from mass-burn in the 1980s and 1990s, as a result of these additional challenges, RDF has not become as widespread a technology for WTE as mass-burn. RDF remains a distant second to mass-burn in the number of facilities in operation worldwide. The newer waste conversion technologies, which were discussed in the previous section, have emerged as potential waste processing technologies of the future. Experience to date has been spotty at best with a few plants closing due to technical design challenges that could not overcome even with significant infusions of capital.

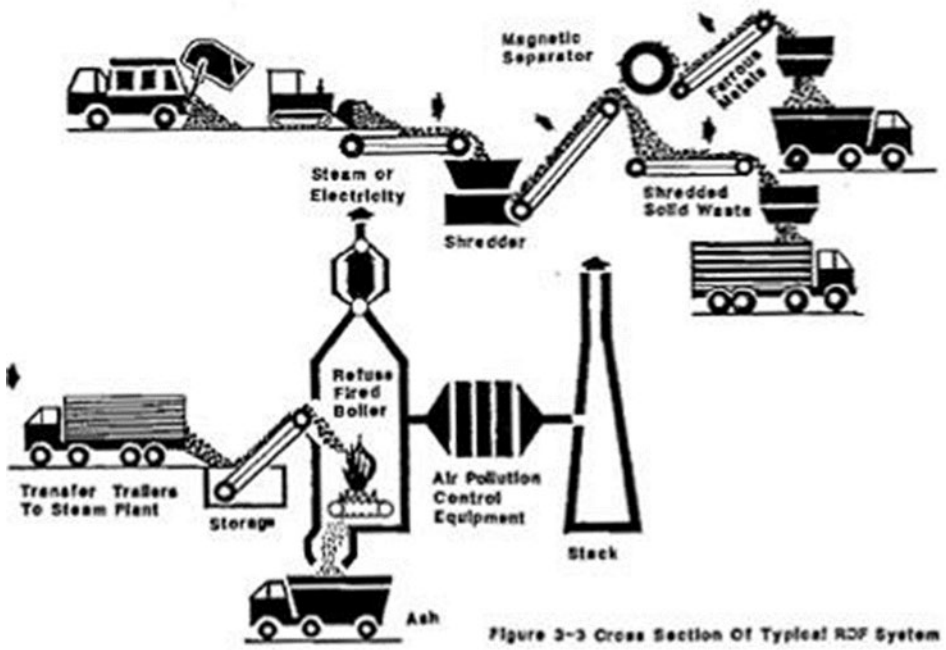


Figure 5: Cross Section of RDF Fuel System

6.0 Emerging Waste Conversion Technologies

Since 2004, several municipalities commissioned reports in order to evaluate new and emerging waste management technologies and approaches. New York City, the City of Los Angeles, Los Angeles County, and King County, Washington are among the municipalities that commissioned studies in waste conversion technology. There are many technologies currently being proposed for the treatment and disposal of MSW throughout the world. Most of these involve thermal processing, but some others comprise biological or chemical decomposition of the organic fraction of the waste to produce useful products like compost, chemical feedstocks, or energy products. Technologies include the following: pyrolysis; gasification; anaerobic digestion; mixed waste composting; plasma arc; and, chemical decomposition.

Summary of Technologies

Table 1 provides a very general comparative overview of these technologies. Throughout this section, we use the terms conversion technologies and alternative technologies interchangeably to describe technologies that are being considered for MSW processing and conversion to energy and other products.

Table 1: General Overview of Conversion Technologies

Technology	Amenable Feedstock	Feedstock Requirements	Emissions/Residues
Acid or Enzyme Hydrolysis	Cellulosic material	Cellulosic feedstock	Wastewater, CO_2
Gasification	Biomass, MSW	Drier feedstock, high carbon	Ammonia, NO_x, tars, oil
Anaerobic Digestion	Manure, Biosolids	Wet material, High nitrogen	Wastewater, CH_4, CO_2, H_2S
Plasma Arc	MSW	High carbon, high hydrogen content	Slag, scrubber water

Hydrolysis is a chemical decomposition process that uses water to split chemical bonds of substances. There are two types of hydrolysis, acid and enzymatic. Feedstock that may be appropriate for acid or enzymatic hydrolysis typically is plant-based materials containing cellulose. These include forest material and sawmill residue, agricultural residue, urban waste, and wastepaper.

Ethanol facilities could be co-located at Material Recovery Facilities (MRFs) where existing materials are already collected, and the existing solid waste transportation infrastructure could be utilized. Ethanol facilities co-located at MRFs could take advantage of the existing solid waste collection and transportation infrastructure. Figure 6 includes a typical hydrolysis process.

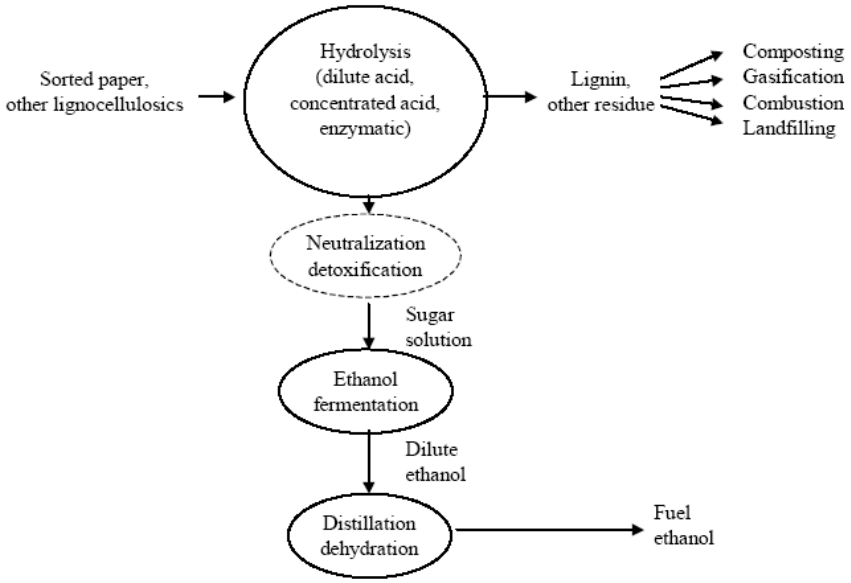


Figure 6: Hydrolysis Process

Gasification

Gasification is a process that uses heat, pressure, and steam to convert materials directly into a gas composed primarily of carbon monoxide and hydrogen. Gasification technologies differ in many aspects but rely on four key engineering factors:

- Gasification reactor atmosphere (level of oxygen or air content);
- Reactor design;
- Internal and external heating; and,
- Operating temperature.

Typical raw materials used in gasification are coal, petroleum-based materials, and organic materials. The feedstock is prepared and fed, in either dry or slurried form, into a sealed reactor chamber called a gasifier. The feedstock is subjected to high heat, pressure, and either an oxygen-rich or oxygen-starved environment within the gasifier. Most commercial gasification technologies do not use oxygen. All require an energy source to generate heat and begin processing.

There are three primary products from gasification:

- Hydrocarbon gases (also called syngas);
- Hydrocarbon liquids (oils); and,
- Char (carbon black and ash).

Syngas is primarily carbon monoxide and hydrogen (more than 85 percent by volume) and smaller quantities of carbon dioxide and methane. Syngas can be used as a fuel to generate electricity or steam, or as a basic chemical building block for a multitude of uses. When mixed with air, syngas can be used in gasoline or diesel engines with few modifications to the engine.

As in the case of ethanol conversion facilities, gasification facilities could be co-located at MRFs to take advantage of the current solid waste transportation infrastructure. In addition, co-location at MRFs would ensure that recyclable materials would be removed beforehand, and only residuals would be sent to a gasifier. If a gasification facility is co-located at a landfill that accepts MRF residuals, the gasification facility could utilize landfill gas in the gasification process or could work in tandem with a landfill gas-to-electricity project. Figure 7 shows a typical gasification system.

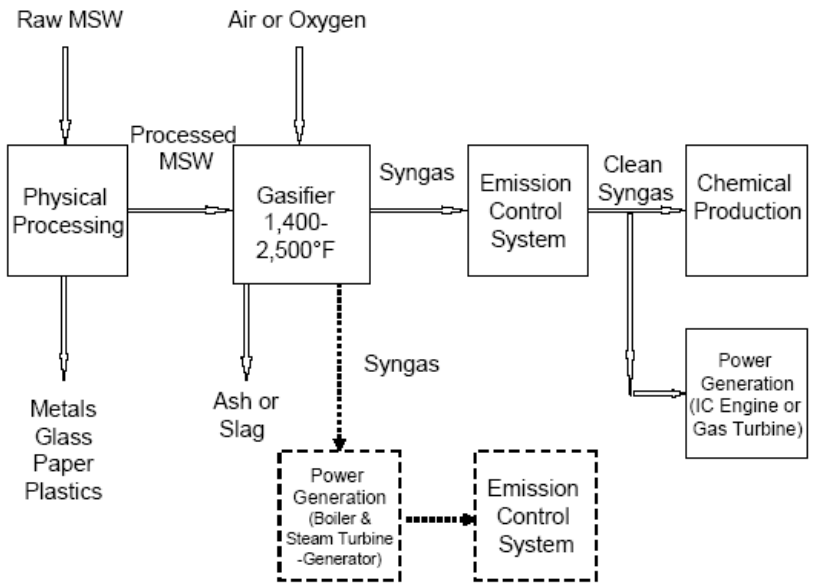


Figure 7: Gasification System

Seven plants with this technology are currently operating in Japan, with at least two of them firing MSW. The largest of these plants in Kurashibi has a reported boiler size of 185 tpd, with three units of this size. Another gasifier marketed for MSW is built by EnTech of Devon, England. They have constructed approximately 20 of these facilities, which are in operation on MSW in Europe and Asia. Most of them are relatively small (less than 10 tons per day), with none designed for more than 70 tons per day throughput.

Anaerobic Digestion

Anaerobic digestion is the bacterial breakdown of organic materials in the absence of oxygen. This biological process produces a gas, sometimes called biogas, principally composed of methane and carbon dioxide. This gas is produced from feedstock such as biosolids, livestock manure, and wet organic materials.

The anaerobic digestion process occurs in three steps:

- Decomposition of plant or animal matter by bacteria into molecules such as sugar;
- Conversion of decomposed matter to organic acids; and,
- Organic acid conversion to methane gas.

Anaerobic processes can occur naturally or in a controlled environment such as a biogas plant. In controlled environments, organic materials such as biosolids and other relatively wet organic materials, along with various types of bacteria, are put in an airtight container called a digester where the process occurs. Depending on the waste feedstock and the system design, biogas is typically 55 to 75 percent pure methane. A typical anaerobic digestion process system is shown in Figure 8.

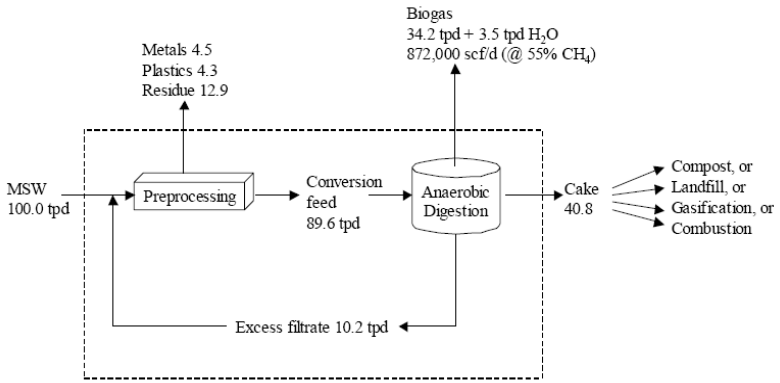


Figure 8: Typical MSW Anaerobic Digestion Process System

ArrowBio of Haifa, Israel, is a vendor offering to construct anaerobic digestion facilities to process MSW in the U.S. They have responded to procurements in Los Angeles and New York. They operate a 100-TPD, full-scale MSW demonstration process line in Tel Aviv and have a 270-TPD, commercial scale plant for MSW operating in Australia.

Plasma Arc

Plasma arc technology is a non-incineration thermal process that uses extremely high temperatures in an oxygen-starved environment to completely decompose waste into very simple molecules. Plasma arc technology has been used for many years for boutique metals processing. The heat source is a plasma arc torch, a device that produces a very high temperature plasma gas. A plasma gas is the hottest, sustainable heat source available, with temperatures ranging from 2,700 to 12,000 degrees F. A plasma arc system is designed specifically for the type, size and quantity of waste material to be processed. The very high temperature profile of the plasma gas provides an optimal processing zone with the reactor vessel through which all input material is forced to pass. The reactor vessel operates at atmospheric pressure.

The feedstock can be almost completely gasified, while non-combustible material, including glass and metal, is reduced to an inert slag. The product gas typically has a heating value approximately 1/4 to 1/3 the heating value of natural gas (natural gas has a value of approximately 1,040 Btu/standard cubic foot); therefore, it may be used as an efficient fuel source for industrial processes, including the generation of electricity, and the production of methanol and ethanol. The slag is touted to be able to be used in the construction industry or for road paving, although reliable markets have not been identified. Other byproducts, such as scrubber water and cyclone catch material, can be recycled into the process for reprocessing to alleviate disposal requirements. A typical plasma gasification system is shown in Figure 9.

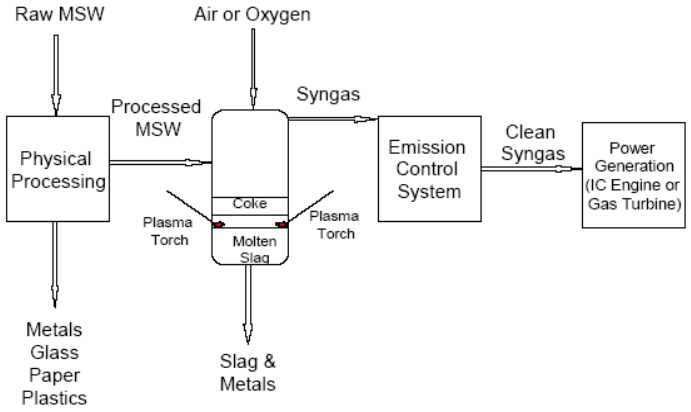


Figure 9: Typical Plasma Gasification System

There are no commercial-scale plasma arc facilities processing MSW in the U.S., although several companies are marketing some form of this technology and proposing facilities. There are three small plasma arc facilities processing MSW and/or auto-shredder residue in Japan reportedly using the Westinghouse plasma reactor. Few, if any of the plasma arc pilot facilities have been able to generate a fuel gas, and air emissions have been found to be no better than conventional incineration systems.

Two Canadian firms offer advanced gasification. Enerkem, headquartered in Montreal, Quebec, had an operating pilot gasification facility in Sherbrooke, Quebec, and built a commercial facility in Edmonton, Alberta, which processes 100,000 tpy which produce ethanol from the gas using a thermal/chemical process. The Plasco Energy Group, which had a 5 tpd research facility in Spain and operated a 400 tpd plant in

Ottawa, Ontario. Both facilities have since closed due to throughput/reliability/mechanical issues.

Microwaves

Microwaves can be used as the external heat source for chemical decomposition or depolymerization. Microwave systems have been built to decompose some special wastes, particularly tires. Goodyear obtained a patent to "de-vulcanize" tires and built a facility in Lincoln, Nebraska, to process in-plant scrap in the late 1970s. Several small units have been operated on tires. The application of microwaves to drying and decomposition of various wastes, including medical waste and nuclear waste, is proven, but its application to municipal solid waste has not been proven.

7.0 Evaluation

In assessing the applicability of waste processing technologies for Escambia County, one must consider the overall track record of each, including the operational/commercial experience of the technology, the size and scale of the successful facilities, their environmental performance and impacts, their overall economics, their reliability over time, and the availability of financially strong companies to offer them under full service arrangements.

Table 2 is a matrix summarizing the overall performance of the technologies reviewed in this **Executive Summar**y. Several columns address the technology, whether it has been employed commercially at the scale required for handling the County's MSW (1,000 to 1,200 tpd) and its expected reliability.

Based on these criteria, there are currently only two widely used and commercially available WTE technologies that should be considered by the County – mass-burn and refuse-derived fuel (RDF). It is noted that there are several other "next generation" technologies (e.g., fluidized bed and gasification) that are used in a limited number of WTE facilities in advanced economies, often at relatively small scale.

Table 2: Comparison Among Technologies

Description of Criteria	TECHNOLOGY			Comments
	Massburn	RDF	Waste Conversion	
State of Technology				
Degree to which system has been proven on a commercial scale	Commercially proven over the past 50 years	Commercially proven over the past 25 years at numerous plants	Few facilities have long term proven operating experience	Identify status of technology: Bench Scale, Pilot, Demonstration (0-3 years), or Commercially Proven (+3 years)
Operating History	Well proven >80 plants and over 1,000+ plants worldwide	5 RDF processing and WTE plants in U.S.	Several facilities in Japan and Canada	How many operational plants and years of successful operation have been shown?
Freedom from high risk failure modes	Mature industry addressing high risks with design codes and operational procedures	High potential for shredder explosions has been experienced	A few very key projects have failed after major developer investment to correct major design and operational issues	Are there identified design problem areas with mitigation measures implemented to prevent high risk situations?
Demonstrated reliability of entire system	>92-96% plant availability, many facilities have life spans exceeding 20-30 years	Yes, high reliability (87%) has been demonstrated	Uncertain reliability at the current time at the size range anticipated by the MOA	What is the capacity and throughput and the historical annual plant availability?
Technical Performance				
Compatibility with the full spectrum of MOA waste stream	For the typical MSW waste stream, limited percentage of tires, HHW, treated lumber, mercury containing devices, limited percentage of tires, some co-combustion of biosolids	Yes, except non-processible materials removed prior to combustion	Requires significant pre-processing of the waste stream with current technology	Is the process compatible with the full spectrum of MOA potential needs (residential, commercial, HHW, C&D, medical wastes, E-waste, special wastes
Ability to produce marketable byproducts	Gross electricity (>600 kwh per ton, hot water, steam, ferrous and non-ferrous metals, aggregates for landfill cover	Yes, electricity, hot water, steam, ferrous and non-ferrous metals, aggregates for landfill cover	Unknown due to the lack of commercially proven facilities	Does the technology produce a viable commodity that can be sold to a large local or regional market? What type of marketable by-products are produced?
Need for pre-processing	Other than removal of a small percentage of bulky items (<1%) of waste delivered	Yes, the RDF process extracts metals, glass, and inert materials to create an RDF fuel for combustion	Requires significant pre-process to an engineered fuel for further processing	Does the process require source separation, sorting, or sizing
Technical Resources				
Proven contractor experience with technology	Yes	Yes	Uncertain	Are there vendors who have direct and applicable experience in the receipt, storage, handling, and processing of MSW
Proximity of technical support	U.S. based vendors	U.S. based vendors	Uncertain, vendors based in Europe or Asia	Do vendors have local resources to provide on-going technical support

				for the process, or will the support be based in the U.S. or offshore?
Availability to provide support on continuing basis	U.S. based vendors with significant pool of experienced professionals	U.S. based vendors with significant pool of experienced professionals	Uncertain, vendors based in Europe or Asia	Is there a key project leader without whom the project may fail, or does a broader industry team if a project leader becomes unavailable?

8.0 References

1. American Society of Mechanical Engineers, Integrated Waste Services Association, Municipal Waste Management Association, and Solid Waste Association of North America, America's Own Energy Source (1995).
2. CDM Smith, King County WTE Study, Task 2 – WTE Existing Conditions Memorandum (2017).
3. Confederation of European Waste-to-Energy Plants, Municipal Waste Treatment (2015).
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18028 **County Administrator's Report 11. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Contract Award for Design Services for Waste Services Section 5 Cell 1B Design
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 19-20.026, Waste Services Section 5 Cell 1B Design - Patrick Johnson, Waste Services Department Director, through Paul Nobles Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the Terms and Conditions of PD 19-20.026, Waste Services Section 5 Cell 1B Design, in the amount of $972,222.

Vendor/ Contractor	Funding	Amount	Contract Number
HDR Engineering	Cost Center: 230315 SW Projects Object Code: 56301 Improvem'ts ... bldgs	$ 972,222	PD 19-20.026

The solicitation was issued via Government Forms Software to 352 registrants representing 218 firms.

BACKGROUND:

Upon Board approval, HDR will provide the Waste Services Department engineering services for the Perdido Landfill Section 5 Cell 1B Design, permitting, bid assistance and construction oversight. In addition, HDR will provide documentation and submittal for the renewal of the Perdido Landfill Operations Permit, in accordance with Florida Administrative Code (FAC) 62-701, as per the Florida Department of Environmental Protection (FDEP).

The Request for Letters of Interest (RLI) for PD 19-20.026, Waste Services Section 5 Cell 1B Design, was issued via Government Forms Software to 352

registrants representing 218 firms on January 23, 2020. Four firms responded and the Selection/Negotiation Committee ranked the short-listed firms in the following order:

1. HDR Engineering, Inc.;
2. SCS Engineers, Florida; and
3. Jones Edmunds & Associates, Inc.

Three Negotiations were held, resulting in the Best and Final Offer being established in the amount of $972,222 for the project.

BUDGETARY IMPACT:

Vendor / Contractor	Funding	Amount	Contract Number
HDR Engineering	Cost Center: 230315 SW Projects Object Code: 56301 Improvem'ts...bldgs	$972,222	PD 19-20.026

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract , Form G, Consulting Services for Stand-Alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article ll Purchases and Contracts, and Florida Statute 287.055 Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects, as well as the Purchase Order. Pat Johnson, Waste Services Department Director, be the Contract Administrator.

Attachments

Agreement with Exhibits
RLI -Solicitation
Bid Distribution
PD 19-20.026 Register of Submitters
Final Ranking

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

HDR ENGINEERING, INC.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 6 th day of May, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR ENGINEERING, INC., a for-profit [corporation] authorized to transact business in the State of Florida, whose address is 25 West Cedar Street Suite 200 Pensacola, FL. 32502, and whose Federal tax identification number is 470680568-00 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: HDR ENGINEERING, INC. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Pat T. Johnson, Director, Waste Services Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 19-20.026 Waste Services Section 5 Cell 1 B Design.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year's 19-20 in the amount of Nine Hundred Seventy-Two Thousand, Two Hundred and Twenty-Two dollars ($972,222.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 19-20.026, Waste Services Section 5 Cell 1 B Design. and as represented in the Consultant's Letter of Interest response to PD 19-20.026, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is Ten Million Dollars ($10,000,000.00) for this Project.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Nine Hundred Seventy-Two Thousand, Two Hundred and Twenty-Two dollars ($972,222.00) for this Project.. Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Mark Roberts
76 South Laura Street.
Jacksonville, FL. 32202

(d) Invoices to the County shall be sent to:

Denee Rudd
Waste Services Department
13009 Beulah Road
Cantonment, Florida 32533

Notices to the County shall be sent to:

Janice P. Gilley
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probing's, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In

such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Lawrence A. Gordon, Purchasing Specialist, , Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
HDR Engineering, Inc., a Nebraska Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
John Wimberly, Vice President

By: _____
Secretary

Date: _____

Exhibit A Scope Of Work

Scope of Services

Escambia County Waste Services Department
Perdido Landfill
Section 5 Landfill Cell 1B Design
Cantonment, Florida
May 06, 2020

Task 1 – Project Management and Project Coordination Meetings

HDR will meet on-site with Escambia County to confirm the limits of the landfill expansion, landfill mining and material stockpiling, detailed site restraints, discuss landfill design options for different cell configurations based on the limits and rate of landfill mining, stormwater management, construction budget limitations, hydrogeological investigation, construction sequencing, operations permit renewal and proposed modifications to the existing FDEP construction permit.

Design, permitting and construction scope of work is based on a conceptual 20-acre footprint. This 20-acre footprint is to be mined to proposed grades as delineated as per mining drawings. This Scope of Services includes the design, permitting and construction bid documents to complete approximately 50% (10-acre sub cell) of the 20-acre footprint to include construction certification completion report to be submitted Florida Department of Environmental Protection. The intent is to have the option to introduce waste into the 10 acre sub cell prior to the construction of the remaining 10 acres. Once construction is complete with 10-acre sub cell, contractor should commence with construction of the remaining 10 acres.

HDR will conduct a file review of the existing available permit and as-built information and conduct an internal project kick-off meeting. HDR's Project Manager will meet with the Quality Control Team, set up the internal project files and perform a 0% Project Management Review Meeting.

Monthly onsite meetings with the Project Manager and Senior Engineer are estimated for a period of 16 months during the mining and cell design phases of the project.

Sub-Task 1.1 - Contract Administration
Project Setup
Prepare Project Management Plan
Monitor the Progress of Work
Review and Process Sub-Consultants' Invoices and Document Services Completed
Prepare and Provide Monthly Summaries of Work Completed to Accompany HDR Invoices to Escambia County
Prepare and Provide a Project Schedule

Provide Project Schedule Updates whenever Progress Deviates from Baseline or if Critical Path Changes

Sub-Task 1.2 - Project Coordination Meetings and Project Team Meetings
Project Kick-Off Meeting
Project Team Coordination Meetings
Project Update Meetings with Escambia County (16 Site Meetings)

Task 1 Deliverables

- Monthly Summaries of Work Completed to Accompany HDR Invoices to Escambia County
- Project Schedule with Project Schedule Updates whenever Progress Deviates from Baseline or if Critical Path Changes
- Meeting Minutes from On-Site Project Progress Meetings

Task 2 – Section 5 Cell 1B Planning, Development Options Review and Basis of Design

HDR will coordinate with Escambia County to determine that Cell 1B is sized and designed to provide efficient use of the available area and confirm that future cells can be constructed in a smooth stepwise operation. HDR will examine soil properties, excavated waste properties, cell dimensions, and storm water management options to determine the Cell 1B design based on the site conditions and the construction budget. The future Cell 2 conceptual basegrades and final cover will also be included in the planning process.

HDR will conduct a subsurface investigation program to determine stratigraphy of the subsurface. This is an important consideration if the County decides to move forward with mining. Subsurface conditions underneath old southeast pond should be verified to confirm suitable foundation conditions for the future cell. HDR's cost estimate is based on 8 SPT borings drilled to a depth of 40 feet. Essential soil parameters will be tested as part of subsurface investigation program. HDR's scope includes manpower, equipment and materials required for soil sampling/drilling, laboratory analysis, and geological, geotechnical, hydrological investigations associated with both Operations Permit Renewal and the Cell 1B design/permitting. HDR has included soil laboratory subconsultant testing services in this sub-task (Sub-Task 2.2 – Examine Soil Properties). The geotechnical sampling and testing costs are included as part of the Geotechnical Investigation Requirements as part of Sub-Task 4.1. HDR's subconsultant Sigma will provide on-site field supervision during subsurface investigation.

HDR will design Cell 1B above perched groundwater table. The superficial clay layer will not allow to penetrate during the subgrade design process. If the clay layer is already penetrated in the current topography, especially at old Southeast Pond, HDR will raise the cell base to avoid groundwater interactions by filling back with low permeability soil.

The first step in the design development process will be an evaluation of design options in what is commonly referred to as a Basis of Design. While we will have a general concept in mind for Cell 1B

after the Project Coordination Meetings, Cell 1B Planning, and Development Options Review, there will be a number of specific design options to be discussed, evaluated and agreed upon with County staff before detailed design begins. Several of the options to be considered include the following: limits of liner and liner materials to be used; number and size of sub-cells; methods for separating clean stormwater from leachate (e.g. isolation berms, rain liner, etc.); dimensions and depths of primary and secondary leachate sumps; leachate collection options, transmission and storage; fill sequencing; stormwater runoff; alternative access road layouts and methods for traffic control; and landfill gas management. Our approach is to make the Cell 1B project and related infrastructure as operator-friendly as possible. Therefore, the operational preferences of County staff will play an important role in many design decisions.

Following development of the Cells 1B and 2 Basis of Design, HDR will prepare a Basis of Design Report (BODR) which will include the design criteria and conceptual layouts (including 3-D renderings) agreed upon during development of the Basis of Design. The report will also provide details on required regulatory permits and the regulatory agencies from which those permits will need to be obtained.

As part of this task, development requirements for the Cell 1B will be identified. The tasks associated with Cell 1B development may include perimeter access road and the drainage channel up to the current highpoint of the south perimeter road. Up to two Cell 1B development options considering cell footprint and basegrades will be developed. Each development option will have two sub-cells approximately equal in size. The cost estimates and airspace generation from each option will be presented for County decision making purposes. The information presented in the BODR will be used as the basis for Cell 1B Design and Permitting in the next phase of work on the project.

Task 2 Deliverables

- Minutes and Notes from Cell 1B Planning Meetings and Development Options Review
- Cell 1B Subgrade Options
- Basis of Design Report

Task 3 – FDEP Environmental Resource Permit (ERP) Modification

The limits of the liner for Cell 1B will differ than what is currently permitted in the ERP. As a result, the landfill mound drainage area to the newly constructed SE pond will be altered. In addition, the final cover drainage flow, perimeter channel and drop structure associated with the originally permitted design will be modified to meet the design of the newly proposed Cell 1B configuration. HDR will update the added drainage area and other associated drainage parameters in the surface water model and compare with the currently permitted peak flow rates to verify any exceedances. If the peak flows are exceeded, we will investigate into different flow conveyance options to eliminate existing pond modifications. HDR will submit a minor modification with supporting calculations to update the current ERP. It is assumed that previously approved wetland fill limits will not be modified.

HDR will pay the FDEP permit application fee and provide technical support to address and respond to any requests for additional information (RAIs) if necessary.

Task 3 Deliverables

- FDEP ERP Modification Application Review Copy and Final Submitted Copy

Task 4 – FDEP Solid Waste Construction Permit Modification and 5-Yr Operations Permit Renewal

Sub-Task 4.1 –Construction Permit Modification

HDR will update the existing engineering design as needed to complete an FDEP permit modification for a horizontal expansion of Section 5, Cell 1B and future Cell 2. The Cell 1B expansion is limited to approximately 20 acres and is currently permitted and shall include a double liner with leachate detection and leachate collection. Single liner will be considered for areas where piggybacking over existing waste with slopes greater than 6(H):1(V). HDR will address subsurface water management requirements and provide options to facilitate construction of the proposed expansion. HDR will coordinate a Pre-Application Meeting with the County, FDEP headquarters in Tallahassee and the FDEP Northwest District office in Pensacola to confirm the Department understands the scope, schedule and the construction design details of the Cell 1B expansion.

This work includes preparing and completing the FDEP Form 17-701.900(1) which includes the following sections and supporting information. Any updates required as part of operation permit renewal will all be accounted during completion of the parts in the FDEP Form.

- Part A: General Information
- Part B: Disposal Facility General Information
- Part C: Prohibitions
- Part D: Solid Waste Management Facility Requirements, General
- Part E: Landfill Permit Requirements
- Part F: General Criteria for Landfills
- Part G: Landfill Construction Requirements
- Part H: Hydrogeological Investigation Requirements
- Part I: Geotechnical Investigation Requirements
- Part K: Landfill Operations Requirements
- Part L: Water Quality and Leachate Monitoring Requirements
- Part M: Special Waste Handling Requirements
- Part N: Gas Management Systems
- Part O: Landfill Closure Requirements
- Part P: Other Closure Procedures
- Part Q: Long-Term Care
- Part R: Financial Assurance
- Part S: Certification by Florida Registered Engineer

HDR will process and pay the FDEP permit application fees for the Cell 1B Construction Permit Modification and provide technical support to address and respond to any requests for additional information (RAIs) if necessary.

Sub-Task 4.2 – 5-Year Operations Permit Renewal

HDR will provide the documentation to renew the Perdido Landfill Operations Permit for submittal, and will modify the existing Perdido Class I, Class III and Waste Tire Collection Center Operations Plan to update it to address current and future operations. HDR will conduct on site data gathering at the Perdido Landfill.

HDR will coordinate and provide the outside services necessary to obtain the operations permit renewal. These services will include performing the leachate pipe system cleaning and/or inspection services.

The FDEP requires that the information found outlined in FDEP form #62-701.900(1), FAC. be updated and submitted as part of the permit renewal application. However, if the information to support the existing permit is still valid and has not changed it does not need to be re-submitted. Information which has not been changed will be marked as "no substantial change" with a reference to a previous permit application.

HDR will develop a draft application for the FDEP along with the construction permit modification described in Sub-Task 4.1 to review and provide comment prior to submittal of the final operations permit application. This application will be submitted after the County has had a chance to review the application and prior to the October 2020 deadline. Historically, this process has reduced the number of comments the FDEP has for permit applications.

HDR will produce the final permit application package and submit one hard copy to FDEP-Tallahassee along with the electronic submittal and two copies to the County. The permit application package will be submitted in three ring binders per the requirements of FDEP and signed and sealed by a professional engineer licensed in the state of Florida. .

HDR will process and pay the FDEP permit application fee for the 5-year Operations Permit renewal, Class III Operations Permit Renewal, Waste Tire Collection Center Permit Renewal and provide technical support to address and respond to any requests for additional information (RAIs) if necessary.

Task 4 Deliverables

- Combined FDEP Solid Waste Construction Permit Modification and Permit Renewal Application Review Copy and Final Submitted Copy. The document will also include required information for renewal of Class III Operations Permit and Waste Tire Collection Center Permit.

Task 5 – Construction Level Design

Once the approval of the modification for Construction Permit has been granted, HDR will use the permitted design as the basis of the construction-level design for the Cell 1B expansion. HDR will provide construction engineering services. HDR will provide sufficient plan sheets and details to the bidders to fully understand the scope of work. HDR's bid documents will be reviewed by independent landfill design engineers who have not been involved in the Cell 1B design, and senior field personal for constructability before issuing for bidding.

Task 5 Deliverables

- Construction Level Design Documents Review Copy and Final Copy
- Construction Cost Estimate
- Bid Form to include in County Front End Documents

Task 6 – Landfill Expansion Construction Bid Assistance

Following Escambia County's acceptance/approval of the Contract (Bidding) Documents, HDR will provide Bidding and Negotiation Phase support services for both the geosynthetic material bids and the construction contractor bid.

It is understood that separate bids are required for GCL, HDPE geomembrane and, Geocomposite and geonet. HDR will provide a separate bid specification for each type of material so that the material is on site prior to BCC award to the successful contractor performing the construction work of Cell 1B so the construction schedule can be met, and the contractor is able to begin work without unnecessary lag due to the contractor procuring/testing of materials.

This effort will require Escambia County to direct purchase of geosynthetic materials prior to the BCC award of the Cell 1B construction contract. HDR will perform a material quantity calculation and provide the bid specifications and bid form and the documentation for procurement that will be required. Each material information package will be submitted to the Office of Purchasing at a minimum of 180 days prior to issuing NTP to contractor. HDR understands that the 180-day period is required to meet Office of Purchasing procurement timeline as well as allow for the manufacturing and laboratory testing of materials.

For the Materials Procurement HDR will provide the following services under this section:

- Prepare separate bid package for each material type
- Provide accurate material quantity calculations based on the HDR's construction-level design, bid specifications, bid form, and additional documentation for Escambia County's Procurement Department.
- Assist Escambia County with advertising and incorporating the County provided front-end documents into the bid documents. As part of this task HDR will prepare the project description,

review front-end to provide guidance for contractor qualifications, timeline, liquidated damages, substitution and equals and other technical considerations.

- Prepare responses to proposed bidders' questions raised during the bidding period for the County's addenda and assist the County as appropriate, to clarify, correct, or amend the Contract Documents.
- Prepare the Bid Tabulation.
- Assist Escambia County in evaluating bids and recommending award, by letter, if requested.
- HDR will conduct conformance testing of the material before it is delivered to the site. HDR will review MQC data for the selected materials and confirm acceptance of the material prior to shipping. .

For the Construction Contract HDR will provide the following services under this section:

- Assist Escambia County with advertising and incorporating the County provided front-end documents into the bid documents. As part of this task HDR will prepare the project description, review front-end to provide guidance for timeline, liquidated damages, substitution and equals and other technical considerations.
- Review pre-qualification criteria to only get bids from qualified and experienced landfill cell construction and landfill liner installers.
- Attend a Pre-Bid Conference.
- Prepare responses to proposed bidders' questions raised during the bidding period for the County's addenda and assist the County as appropriate, to clarify, correct, or amend the Contract Documents.
- Prepare the Bid Tabulation.
- Prepare conformed drawings and specification package for construction.
- Assist Escambia County in evaluating bids and recommending award, by letter, if requested.

All bidding documents for Cell 1B construction will be submitted to the Office of Purchasing at a minimum 90 days prior to substantial completion of Landfill Mining contract. HDR understands that the Landfill Mining Contract PD 18-19.107 is a critical path item.

<u>Task 6 Deliverables</u>

- Separate Bid Packages for Materials and Construction
- Material Quantity Calculations
- Conformance Testing Reports for Materials
- Responses to Bidder Questions
- Bid Tabulations for both Materials and Construction Bid Packages
- Review and approval of conformance test results
- Review and approval of MQC test results

Task 7 – Landfill Expansion Construction Engineering Support

HDR will provide the following services as part of the Cell1B Construction Engineering Support:

- Review shop drawing and testing submittals as requested by third party CQA firm,
- Provide engineering support to provide third party CQA firm with understanding of design intent and permit compliance requirements,
- Attend Construction Kick-off Meeting and 10 subsequent construction meetings,
- Provide technical support to the third party CQA engineer and advise during dispute resolution,
- Assist third party CQA Engineer by providing closeout documentation as necessary to certify construction completion to FDEP to allow the placement of waste in Cell 1B.
- Answer questions during review of substitutions and equals, and provide engineers interpretation of construction drawings and specifications.
- Project Management to select third party CQA firm including pre-construction meetings (assumed 2 pre-construction and CQA RFQ meetings), responding to CQA bidding services, approving invoices from third party CQA firm, correspondence with CQA firm to manage site needs, assist third party CQA firm to understand design intent.
- Provide support to County to help develop the CQA RFQ. This will specify requirements of the CQA.

Task 7 Deliverables

- CQA RFQ
- Meeting notes from Construction Kick-Off Meeting and Subsequent Construction Meetings
- Written Documentation and Clarification of Design Intent for the third party CQA Firm
- Provide Written Documentation From Reviews of Substitutions and Equals, and Interpretations of Construction Drawings, Specifications, and CQA Plan.
- Provide Engineer's Certification of Contractor Conformance to Construction Drawings and Specifications.

Assumptions

There is nothing included in this proposal that is not specifically listed herein. No additional services will be initiated without prior approval from the County. The following items are specific exclusions and conditions of this work scope.

- As part of this scope, HDR is responsible for addressing RAI comments from FDEP during the FDEP permitting task (Task 4).
- The County will provide the front-end documents and recent topographic survey
- County will not be performing any part of construction as part of this project.
- HDR has included the cost of acquiring additional ground survey for design purposes.
- HDR assumes that Escambia County will advertise for bids for the project construction. HDR will provide the technical documents to Escambia County whereby the County will attach bidding information and other front end documents required for public bidding purposes.
- HDR budgeted one review for each of the bid packages for completeness before issued for bid.

- HDR assumes that 2 hard copies and electronic copies will be provided to Escambia County at 60%, 90% and 100% levels for both the permitting and construction-level deliverables, and that the County will reproduce and distribute the bid documents (specifications and full-size drawing sets) to the proposed bidders. In addition, HDR will provide bid documents in PDF and CAD format for the drawings.
- HDR will be responsible costs associated with permit fees to the FDEP, public notices in the newspaper, additional topographic surveys (other than the annual aerial survey), geotechnical/hydrological investigations, and the 5-year leachate pipe jet-cleaning or video inspection.
- One meeting with FDEP in Tallahassee is included in the scope.
- A property boundary survey has already been submitted to the FDEP and is not needed.
- The as-built drawings associated with Cell 1A will be submitted in AutoCAD format.
- HDR understands that a third party will perform CQA services for the construction of Cell 1B. HDR's scope of work has included a scope of work for engineering support for the CQA services as well as project management of the third party CQA firm. HDR has included providing necessary oversite pre-construction meetings, responding to RAI's during bidding CQA bidding services, approving invoices from CQA contractor.
- HDR understands that dewatering of sub surface flow is not recommended. Subgrade elevations should be designed as such to not interfere with sub-surface water flow. HDR has not included any effort to design and permit a dewatering system for Cell 1B.
- HDR understands that the design, permitting and construction scope of work is based on a conceptual 20-acre footprint. HDR understands that this 20-acre footprint is to be mined to proposed grades as delineated as per mining drawings. HDR's scope of services has included the design, permitting and construction bid documents to complete approximately 50% (10-acre sub cell) of the 20-acre footprint to include construction certification completion report to be submitted Florida Department of Environmental Protection. The intent is to have the option to introduce waste into the 10 acres site prior to the completion of the remaining 10 acres. Once construction is complete with 10-acre sub cell, contractor should commence with construction of the remaining 10 acres.
- HDR has included in this scope of services the effort to work with the County to direct purchase of the geosynthetic materials. HDR has included in this scope of services to provide a material quantity calculation, bid specifications and bid form and all documentation for procurement that will be required. HDR understands that this information package will need to be submitted to the Office of Purchasing at a minimum of 180 days prior to issuing NTP to contractor. The 180-day period is required to meet Office of Purchasing procurement timeline as well as allow for the manufacturing and laboratory testing of materials.
- HDR understands that all bidding documents for Cell 1B construction will need to be submitted to Office of Purchasing at a minimum 90 days prior to substantial completion of Landfill Mining contract (The Landfill Mining Contract PD 18-19.107 is a critical path item).
- HDR's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work

and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The Owner agrees to contractually require its construction contractor(s) to indemnify Consultant for damages resulting from the negligence of the contractor and its subcontractors. The Owner also agrees to include a provision in the construction contract with its contractor(s) requiring them to name Consultant as an additional insured on contractor(s') commercial general liability insurance.

- HDR will provide all reports and data generated by subconsultants (geo, hydro, etc.) to the County.

Schedule

June 2020 – Task 1 - Project Setup and Compile Data for Landfill Operations Permit Renewal
June 2020 – Begin Coordination with Landfill Mining Operations
July 2020 – Task 2 - Begin Section 5 Cell 1B Planning, Development Options Review, Basis of Design
August 2020 – Task 4 - Perform Leachate Pipe Testing/Investigation and Aerial Survey
October 2020 – Task 4 - Perform Subsurface Investigation
December 2020 – Task 5 - Begin Cell 1B Preliminary Design
February 2021 – Task 5 - Begin Cell 1B Detail Design
March 2021 – Task 3 - Submit FDEP ERP
May 2021 – Task 4 - Conduct FDEP Pre-Application Meeting
May 2021 – Task 6 - Deliver Materials Procurement Bid Package(s)
June 2021 – Task 4 - Submit FDEP Operation Permit Renewal and Construction Permit for Cell 1B
August 2021 – Task 6 - Perform Conformance Testing on Geosynthetic Materials
August 2021 – Task 7 -Deliver Third Party CQA RFQ for Bidding
September 2021 – Task 6 - Finalize Bid Documents for Construction Contractor
September 2021 – Task 6 - Issue Conformed Design Documents
October 2021 – Task 6 - Provide Bid Assistance for Construction Contractor
November 2021 – Task 6 - Bid Evaluation and Contractor Selection
December 2021 – Task 7 - Begin Landfill Construction Engineering Support
November 2022 – Task 7 – Complete Engineer's Certification of Contractor Conformance to Construction Drawings and Specifications

Fee Estimate

HDR will furnish labor, equipment and materials to accomplish the scope of work described herein based on a lump sum percent complete not to exceed $972,222 without prior authorization. Invoices will be submitted monthly based on the estimated percent of each task completed during each billing period for the duration of the project. HDR will provide justification for billing based on work completed in accordance to the deliverables and will only bill based on the exact cost of each task. In the event the cost to complete a given task is less than the estimated cost to complete in this fee estimate HDR will provide an explanation of the difference for the County to realize the savings.

Exhibit B Schedule

ESCAMBIA COUNTY PERDIDO LANDFILL SECTION 5 CELL 1B DESIGN

Task Description	Schedule Forecast
	5/1/2020 · 6/1/2020 · 7/1/2020 · 8/1/2020 · 9/1/2020 · 10/1/2020 · 11/1/2020 · 12/1/2020 · 1/1/2021 · 2/1/2021 · 3/1/2021 · 4/1/2021 · 5/1/2021 · 6/1/2021 · 7/1/2021 · 8/1/2021 · 9/1/2021 · 10/1/2021 · 11/1/2021 · 12/1/2021 · 1/1/2022 · 2/1/2022 · 3/1/2022 · 4/1/2022 · 5/1/2022 · 6/1/2022 · 7/1/2022 · 8/1/2022 · 9/1/2022 · 10/1/2022 · 11/1/2022
SUMMARY OF TASKS	
Section 5 Cell 1B Project Meetings	
Coordination with Landfill Cell 1B Mining Project and/or Site Preparation and Waste Relocation	
Compile Data for Landfill Operations Permit Renewal	
Update Operations Plan	
Schedule LC System Video or Pressure Wash	
Potable Well Survey	
Ground Survey, Geotechnical Testing, and Soil Testing	
Cell 1 B Preliminary Design	
Cell 1B Detail Design	
Financial Assurance Updates	
FDEP Pre-Application Meeting	
Estimate of Probable Costs	
Submit Pre-Application to FDEP for Review	
Address FDEP Unoffical Comments	
FDEP Construction Permit Modification and Operation Permit Renewal Application	
Permit issued	
Bid Documents and Bid support for Geosynthetic Materials	
Perform Conformance Testing on Geosynthetic Materials	
Confirm Delivery of Geosynthetics	
Deliver Third Party CQA Request for Qualification Package for Bidding	
Finalize Bid Documents	
Issue Conformed Documents	
Construction Contractor Bid Evaluation	
CQA Contractor Selected	
Bid Assistance for Construction Contractor	
Contractor Selection and Bid Awarded	
Construction Kick-Off Meeting	
Construction Engineering Support	
Construction Conformance to Design and Permit Certification	

Permit Renewal Tasks
Cell 1B Design Tasks
Mining Coordination
Meetings and Reviews
Construction and Engineering Coordination

Exhibit C Fee Schedule

Escambia County Class I Section 5 Cell 1B Landfill Expansion Construction Design and Engineering
Perdido Landfill
Apr-20

Task Description	Staff Effort Forecast (Hrs)										Expenses ($)			
	Senior PM	Sr. Tech Eng. (Env, Civil, EE, ME)	QR Eng. (Env, Civil, EE, ME)	Proj. Eng. (Env, Civil, EE, ME)	Sr. Proj. Geo.	Sr. CADD Tech.	Sr. Clerical	Sr. Accounting	Total Hours	Total Labor ($)	Fees, Travel & Reprographics	Sub Consultants and Contingency	Total Exp. ($)	Total Fee ($)
SUMMARY OF TASKS														
TASK 1 - Project Management and Project Coordination Meetings	252	152	0	14	8	4	48	18	496	$113,814	$17,866		$17,866	$131,680
Sub-Task 1.1 - Contract Administration	100	0	0	0	0	0	48	18	166	$35,419	$ 50		$50	$35,469
Project Setup	8						8	2	18	$3,352				
Prepare Project Management Plan	6						8		14	$2,568				
Monitor the Progress of Work	54						8	8	70	$16,970				
Prepare Monthly Summaries of Work Completed to Accompany HDR Invoices to Escambia County	16						8	8	32	$6,268			$0	
Prepare and Provide Project Schedules and Provide Updates	16						16		32	$6,262	$50			
Sub-Task 1.2 - Project Coordination Meetings and Project Team Meetings	152	152	0	14	8	4	0	0	330	$78,394	$ 17,816		$17,816	$96,210
Project Kick-Off Meeting	8	8			4				20	$4,416	$1,048		$1,048	
Project Team Coordination Meetings	16	16		14	4	4			54	$10,560				
Project Update Meetings with Escambia County (16 Site Meetings)	128	128							256	$63,419	$16,768		$16,768	
TASK 2 - Section 5 Cell 1B Planning Development Options Review and Basis of Design	30	80	15	100	12	116	20	5	378	$56,284	$50	$ 20,000	$20,050	$76,334
Sub-Task 2.1 - Define Planning Objectives and Site Development Criteria	4	8	0	8	0	0	2	1	23	$4,208	$ -		$0	$4,208
Establish General Planning Objectives and Criteria for Future Development	4	8		8			2	1	23	$4,208				
Sub-Task 2.2 - Design Criteria	24	68	15	84	12	100	14	4	321	$47,743	$50	$ 20,000	$20,050	$67,793
Examine Land Area Requirements and Cell Dimension, Sub Cells, Leachate Sumps, Fill Sequencing	2	4	1	8		16			31	$4,109				
Examine Soil Properties	2	4	1	2	8				17	$2,797		$ 5,000	$5,000	
Examine Excavated Waste Properties	2	4	1	2					9	$1,893		(soil testing lab)		
Examine Stormwater Management Options	2	4	1	8		8			23	$3,391				
Examine Alternate Road Access Layouts and Methods for Traffic Control	2	4	1	8		8			23	$3,391				
Examine Landfill Gas Management	2	4	1	4		4			15	$2,512				
Develop Design Criteria	2	8	1	8		16	2		37	$5,184				
Identify Other Project Improvement Areas	2	8	1	8		8	2		29	$4,466				
Identify Details on Permitting	2	8	1	8					19	$3,529				
Cost Estimates and Airspace Calculations	2	8	1	16		32			59	$7,440				
Draft Technical Memorandum and Review with County	2	8	1	4			2		17	$3,228				
Finalize Basis of Design Report	2	4	4	8	4	8	8	4	42	$5,805	$50		$50	
Contingency if Basis of Design Changes During Mining												$ 15,000 (contingency)	$15,000	
Sub-Task 2.3 - Engineers Estimate of Probable Cost	2	4	0	8	0	16	4	0	34	$4,334	$ -		$0	$4,334
Develop Cost Estimate for Construction of Cell 1B	2	4		8		16	4		34	$4,334				
TASK 3 - FDEP Envirnonmental Resource Permit Application (ERP) Modification	36	84	12	128	0	96	13	1	370	$57,470	$5,050		$5,050	$62,520
Sub-Task 3.1 - Examine Required Changes to the Design Based on Revised Site Limits	12	44	6	88	0	76	4	0	230	$32,778	$ -		$0	$32,778
Demarcate the Revised Mound Drainage Area	2	4	1	8		4			19	$3,032			$0	
Design the Revised Final Cover Drainage Flow	2	8	1	16		16			43	$6,005				
Design the Perimeter Channel for the Proposed Cell 1B Configuration	2	8	1	16		16	1		44	$6,115				
Update Drainage Areas and Drainage Parameters	2	8	1	16		16	1		44	$6,115				
Model Surface Water Flow	2	8	1	16		0	1		28	$4,679				
Investigate Flow Conveyance Options to Eliminate Existing Pond Modifications and Verify No Exceedances	2	8	1	16		24	1		52	$6,832				
Sub-Task 3.2 - Develop Minor Permit Modification Package for ERP	24	40	6	40	0	20	9	1	140	$24,692	$ 5,050		$5,050	$29,742
Develop Permit Package for County Review	8	16		16		8	4		52	$8,913				
Address Comment and Submit Permit Package to FDEP	8	8	4	8		8	3	1	40	$7,017	$50		$50	
Permit Application Fee and Address RAIs	8	16	2	16		4	2		48	$8,762	$5,000 (permit application fee)			
TASK 4 - FDEP Solid Waste Construction Minor Permit Modification and 5-Year Operations Permit Renewal	106	232	30	420	24	144	44	6	1006	$161,643	$26,278	$ 59,000	$85,278	$246,921
Sub-Task 4.1 - Prepare and Complete Construction Minor Permit Modification Application	82	192	24	312	24	140	18	4	796	$127,564	$ 10,430	$ 59,000	$69,430	$196,994
General Information	2	4	1	8					15	$2,673				
Disposal Facility Requirements	2	4	1	8					15	$2,673				
Prohibitions	2	4	1	8					15	$2,673				
Aerial/Vicinity Map	2	4	1	8		24			39	$4,827				
Site Plan Map	2	4	1	8		24			39	$4,827				
Survey and Mapping	2	4	1	8		24			39	$4,827		$ 8,000 (ground surveyor)	$8,000	
Landfill Report	8	24	1	32					65	$11,762				
Leachate Pipe Cleaning/Inspection	2	4	1	16			4	2	29	$4,374		$ 6,000	$6,000	
Potable Well Survey	2	4	1	16		24			47	$5,867		(FL Jet Clean)		
General Solid Waste Management Facility Requirements	4	8	1	8					21	$4,092				
Landfill Permit Requirements	2	4	1	16					23	$3,714				
Landfill Construction Requirements	2	4	1	16					23	$3,714				
Hydrogeological Investigation Requirments	2	8	1	8	24	24			67	$8,394				
Geotechnical Investigation Requirments	2	16	1	8					27	$5,239		$ 45,000	$45,000	
Landfill Operations Requirements	4	8	1	24					37	$6,173		(geotechnical testing)	$0	
Water Quality and Leachate Monitoring Requirements	2	4	1	8		16			31	$4,109				
Special Waste Handling Requirements	2	4	1	4					11	$2,153				
Gas Management Systems	2	4	1	8					15	$2,673				
Landfill Closure Requirements	2	4	1	8					15	$2,673				
Other closure Procedures	2	4	1	8					15	$2,673				
Long-Term Care	2	4	1	12					19	$3,194				
Financial Assurance	4	8	1	24					37	$6,173				
Submit to County for Review and Comment	2	4		8			8		22	$3,337				
Address Comment and Submit Permit Package to FDEP	4	16		16				2	38	$6,851	$50		$50	
Coordinate and Attend Pre-Application Meeting with FDEP	8	8							16	$3,964	$380		$380	
Minutes and Distribution	4	4					4		12	$2,421				
Permit Application Fee and Address RAIs	8	24	2	24		4	2		64	$11,514	$10,000 (permit application fee)		$10,000	
Sub-Task 4.2 - 5-Yr Operations Permit Renewal	24	40	6	108	0	4	26	2	210	$34,079	$ 15,848		$15,848	$49,927
On-Site Data Gathering	4	8		8					20	$3,878	$1,348		$1,348	
Compile Information and Update Existing Operations Plan	8	8	4	60			16		96	$14,381				
Submit to County for Review and Comment	4	8		8			8		28	$4,756				
Address Comment and Submit Permit Package to FDEP	4	8		16				2	30	$5,140				
Permit Application Fee and Address RAIs	4	8	2	16		4	2		36	$5,925	$14,500 (permit application fee)			
TASK 5 - Construction Level Design	64	202	74	228	0	264	10	0	842	$131,490	$1,400		$1,400	$132,890
Sub-Task 5.1 - Construction Level Drawings	48	160	52	208	0	264	0	0	732	$109,599	$1,200		$1,200	$110,799
Cover Sheet	2	4	4	8		8			26	$4,033				
Site Plan	2	4	4	8		8			26	$4,033				
Existing Conditions	4	8	4	16		24			56	$7,927				
Site Grading Plan	8	16	4	32		24			84	$12,846				
Subbase Grading Plan	4	8	4	16		24			56	$7,927				
Leachate Detection Grading Plan	4	16	4	24		24			72	$10,679				
Leachate Collection and Protective Cover Grading Plan	4	8	4	16		8			40	$6,492				
Stormwater Management Plan	4	8	4	16		40			72	$9,363				
Erosion and Sediment Control	4	8	4	16		8			40	$6,492				
Miscellaneous Civil Details ($)	4	12	4	24		40			84	$11,259				
Sections	4	8	4	16		16			48	$7,210				
Electrical	4	60	8	16		40			128	$21,338				
SubTask 5.2 - Specifications	16	42	22	20	0	0	10	0	110	$21,891	$200		$200	$22,091
Submittals	1	2	2	2			1		8	$1,507				
Construction Surveys	1	2	2	2			1		8	$1,507				
Earthwork	1	2	2	2			1		8	$1,507				
Geomembrane	1	2	2	2			1		8	$1,507				
Geocomposite	1	2	2	2			1		8	$1,507				
Geonet	1	2	2	2			1		8	$1,507				
HDPE Pipe	1	2	2	2			1		8	$1,507				
Electrical and Mechanical	1	2	2	2			1		8	$1,507				
Erosion and Sediment Control	1	2	2	2			1		8	$1,507				
Electrical Specifications	7	24	4	2			1		38	$8,329				
TASK 6 - Landfill Construction Bid Assistance (Separate Geosynthetic Material Bids and Construction Contractor Bids)	56	100	0	72	0	72	0	1	301	$53,092	$2,096	$45,000	$47,096	$100,188
Assist in Advertising	4	8		8				1	21	$3,989				
Incorporate County Front End Documents into Bid Documents	4	4		8					16	$3,023				
Project Description - Timeline, Liquidated Damages, Substitutions and Equals, Technical Considerations	4	8							12	$2,837				
Review Pre-Qualification Criteria	4	4							8	$1,982				
Attend Pre-Bid Conference	8	8							16	$3,964	$1,048		$1,048	
Prepare Responses to Proposed Bidders' Questions for two bid packages	8	12		16		24			60	$9,054				
Prepare Bid Tabulation for two bid packages	4	8		8		8			28	$4,596				
Prepare Conformed Drawings and Specification Package for Construction	4	8		16		40			68	$8,508				
Assist County in Evaluating Bids and Recommending Award for two bid awards	8	24							32	$7,385	$1,048		$1,048	
Conformance Testing of Geosynthetics	8	16		16					40	$7,756		$ 45,000 (Geosynthetic Testing)	$45,000	
Task 7 - Landfill Construction Engineering Support	374	332	0	164	0	0	28	0	898	$200,730	$20,960		$20,960	$221,690
Provide Technical Support to Develop CQA RFQ	4	8		20			4		36	$5,878				
Project Management of Third Party CQA Contractor and Review of CQA Contractor Invoices	120	20		40			24		204	$45,909				
Pre-Construction RFQ and pre-CQA Meetings(3)	24	24							48	$11,891	$3,144		$3,144	
Review Shop Drawings and Testing Submittals as Requested by CQA firm	10	24		24					58	$11,071				
Provide Engineering Support to Provide CQA Firm Understanding of Design Intent and Permit Compliance	12	40							52	$11,933				
Attend Construction Kick-Off Meeting	8	8							16	$3,964	$1,048		$1,048	
Attend Bi-Weekly Onsite Construction Meetings (16) meetings)	128	128							256	$63,419	$16,768		$16,768	
Provide Technical Support to CQA Engineer and Advise During Dispute Resolution	20	20		20					60	$12,511				
Assist CQA Engineer by Providing Closeout Documentation for Certification of Construction Completion	16	20		20					56	$11,385				
Answer Questions During Review of Substitutions and Equals	16	20		20					56	$11,385				
Provide Engineer's Certification of Contractor Conformance to Construction Drawings and Specifications	16	20		20					56	$11,385				
TOTALS	918	1182	131	1126	44	696	163	31	4291	$774,522	$73,700	$124,000	$197,700	$972,222

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Waste Services Section 5 Cell 1B Design
Solicitation Identification Number PD 19-20.026

Letters of Interest Will Be Received Until:
11:59 p.m. CST, February 12, 2020

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, Fl 32502
Telephone: 850-595-4982
Email: SLKruse@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Waste Services Section 5 Cell 1B Design
Solicitation Identification Number PD 19-20.026

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

Waste Services Section 5 Cell 1B Design
Solicitation Identification Number PD 19-20.026

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I. INFORMATION PACKAGE

Waste Services Section 5 Cell 1B Design
Solicitation Identification Number PD 19-20.026

Scope of Work

Background:

The Escambia County Waste Services Department (WSD) located at 13009 Beulah Road, Cantonment, Florida requests proposals from qualified consultants to perform construction level engineering design, permit modifications, bid support, and engineering assistance during construction for Cell 1B of the Perdido Landfill Section 5 Expansion.

The Perdido Landfill occupies 424 acres at Beulah Road, Cantonment, Florida (Township 1 North, Range 31 West, Section32). The Perdido Landfill has accepted Class I and III waste since approximately 1981. From 1981 through 1989 Class I waste was disposed into approximately 45 acres of unlined landfill cells using the trench and fill disposal method. Subsequently, a number of lined cells (Sections 1, 2A, 2B, 3A, 3C and 4) were constructed contiguous to the unlined landfill area. Seventeen (17) acres of the unlined landfill area was mined from 2009-2011 as part of the Phase 1 Mining project. Construction of a 14-acre cell, Section 5, Cell 1A was subsequently completed in 2019. Phase 2 Mining is scheduled to begin in mid-2020 and will consist of mining waste from a 20-acre footprint. Section 5, Cell 1B will be constructed within portions of the Phase 2 Mining footprint.

The permit to construct Section 5 was originally issued by FDEP (DEP File No. 0000667-017-SC) dated September 10, 2009 and includes provisions to excavate, process, and remove Class I waste from approximately 45 acres of unlined Class I cells, lining and landfilling the areas currently occupied by these unlined cells, constructing a mechanically stabilized earth (MSE) berm and vertically expanding the existing permitted landfill to an elevation of 335 feet North American Vertical Datum (NAVD). The landfill is currently operated under a FDEP permit (DEP File No. 0000667-031-SO-01) dated October 20, 2016.

The permits associated with the Perdido Landfill Section 5 Expansion include:

- Class I Landfill DEP Permit - 0000667-031-SC
- Environmental Resource Permit – 17-0000667-018-EI
- Wetland Resource Permit – 17-000667-019-DF
- Department of the Army – SAJ-2009-01472 (IP-SWA)

Construction Level Design:

The consultant should specifically provide design, bid assistance, and construction management assistance during construction for Cell 1B. Cell 1B consists of approximately 20 acres of lined cell located south of Section 1B. The currently permitted design consists of a MSE berm along the east and south perimeters. Please refer to the sequencing plans in the permit drawings. The waste mining associated with Cell 1B construction is scheduled to be completed by the end of 2021. The proposed Cell 1B liner system shall be tied into the existing liner system of Section 1 and Section 5, Cell 1A.

The Cell 1B liner system will be comprised of the following components from bottom to top:

- 12-inch compacted subgrade
- Geosynthetic Clay Liner (GCL)
- 60-mil high density polyethylene (HDPE) textured (both sides) secondary liner;
- Double-sided Geocomposite/HDPE geonet leachate detection zone;
- 60-mil HDPE textured (both sides) primary liner;
- Double-sided Geocomposite/Gravel leachate collection zone; and
- 24 inches of protective cover soil with a permeability of greater than 1x10-3 cm/sec.

The work will include:

- Subsurface investigation, geotechnical analysis and site-specific soil characterization to use as backfill material for the MSE berm
- Evaluation of subsurface soils including the potential implementation of an Incremental Sampling Methodology (ISM) protocol as previously conducted
- Provide required modifications to SE Pond as illustrated in the ERP Permit
- Install groundwater monitoring wells
- Preparation of construction level drawings and specifications for Cell 1B
- Preparation of construction level MSE wall design drawings and specifications
- Provide bid assistance to the County
- Construction Management during construction

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	8	CADD Technician
	12	Civil Engineer
	15	Construction Inspector
	16	Construction Manager
	18	Cost Engineer/Estimator
	23	Environmental Engineer
	24	Environmental Scientist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Qualifications of the firm and individual team members, including background experience and technical expertise.	**30**
Experience preparing construction documents, performing construction bidding services, and construction quality assurance.	**25**
Demonstration of ability to integrate the design into existing site conditions (i.e. current and past fill sequences, cell configurations, infrastructure including gas, stormwater and leachate systems).	**20**
Understanding of permitted (FDEP) Perdido Landfill-Section 5 design. {Documents available on FDEP Database}.	**15**
Availability of local staff and use of local sub-contractors.	**10**

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**January 23, 2020**
Letters of Interest due date	**11:59 p.m. CST, February 12, 2020**
Short-Listing Meeting	**10:00 a.m. CST, February 25, 2020**
Discussions, Ranking Meeting	**1:00 p.m. CDT, March 10, 2020**
Written Scope due to Committee for Review	**March 19, 2020**
Fee Proposal due to Committee for Review	**March 26, 2020**
1st Negotiations with First Ranked Firms	**10:30 a.m. CDT, April 1, 2020**
2nd Negotiations with First Ranked Firms	**If Required, 10:00 a.m. CDT, April 7, 2020**
Board of County Commissioners approval	**May 7, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **March 16, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
   11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by GovernmentForms.software®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     Page Limit: 20 pages/resumes
   - Standard Form (SF) 330 - Part I, Section F
     Page Limit: 10 pages/projects
   - Standard Form (SF) 330 - Part I, Section G
     Page Limit: 1 page
   - Standard Form (SF) 330 - Part I, Section H
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise
     - Current Work
       - Proposers shall list all currently active contracts or task orders with the following:
         - Escambia County, Florida,
         - Other Government Entities,
         - Private, and provide the following relative information
           - Contract or Task Order name
           - Current status
           - Costs
             - Original cost, to include any change orders
             - Remaining balance
     - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
     - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
     - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

   Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail: _____**

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and___, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of_____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ _____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of ___ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

SAMPLE

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida ____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

SAMPLE

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

SAMPLE

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221
Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

SAMPLE

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Jeffrey Lovingood, Purchasing Coordinator,213 Palafox Place 2nd Floor, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: _____

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
Secretary

Date:_____

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

Campaign > **Username** >

Msg ID: **PublicNotice19-20-026**
Subject: **Public Notice PD 19-20.026**

	Firm ID	Firm Name	Email	Sent	Status	Campaign	Username
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2	593730020	Southern Site & Utility Design, Inc.	ssudalan@gmail.com ssudpaul@gmail.com	20200123 @ 10:21	Delivered	Anonymous	
3	621368537	Southern Traffic Services, Inc.	sknowles@southerntrafficservices.com	20200123 @ 10:21	Delivered	Anonymous	
4	592960962	Spencer Maxwell Bullock Architects, PA	keith@smbarch.com	20200123 @ 10:21	Delivered	Anonymous	
5	112167170-02	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
6	112167170-03	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
7	112167170-01	Stantec Consulting Services Inc.	neal.brockmeier@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
8	112167170-07	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
9	112167170-08	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
10	112167170-09	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
11	112167170-10	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
12	112167170-11	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
13	112167170	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
14	112167170-04	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
15	112167170-05	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
16	112167170-12	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	
17	112167170-14	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous	

18	112167170-06	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous
19	112167170-13	Stantec Consulting Services Inc.	lacey.thibodeaux@stantec.com	20200123 @ 10:21	Delivered	Anonymous
20	593697783	STOA International/FL, Inc. dba STOA Architects	mwerner@stoaarchitects.com creyes@stoaarchitects.com asavage@stoaarchitects.com	20200123 @ 10:21	Delivered	Anonymous
21	650087397	Strobel & Hunter, Inc.	sstrobel@strobelhunter.com eddie@strobelhunter.com	20200123 @ 10:21	Delivered	Anonymous
22	592791402	Strollo Architects, Inc.	jpat@strolloarchitects.com	20200123 @ 10:21	Delivered	Anonymous
23	203664317	ACC of Florida, Inc. (DBA Atlantic Coast Consulting, Inc.)	rlotito@atlcc.net	20200123 @ 10:21	Delivered	Anonymous
24	952661922	AECOM Technical Services, Inc.	jim.mayo@aecom.com ann.rhodes@aecom.com	20200123 @ 10:21	Delivered	Anonymous
25	952661922-01	AECOM Technical Services, Inc.	srini.kris@aecom.com ann.rhodes@aecom.com	20200123 @ 10:21	Delivered	Anonymous
26	952661922-07	AECOM Technical Services, Inc.	wendy.lopez@aecom.com	20200123 @ 10:21	Delivered	Anonymous
27	952661922-05	AECOM Technical Services, Inc.	joe.chapman@aecom.com	20200123 @ 10:21	Delivered	Anonymous
28	952661922-02	AECOM Technical Services, Inc.	carlos.garcia@aecom.com	20200123 @ 10:21	Delivered	Anonymous
29	952661922-08	AECOM Technical Services, Inc.	daniel.servetas@aecom.com	20200123 @ 10:21	Delivered	Anonymous
30	952661922-03	AECOM Technical Services, Inc.	dennis.reece@aecom.com	20200123 @ 10:21	Delivered	Anonymous
31	952661922-06	AECOM Technical Services, Inc.	david.ryan@aecom.com	20200123 @ 10:21	Delivered	Anonymous
32	952661922-04	AECOM Technical Services, Inc.	eddie.lobdell@aecom.com	20200123 @ 10:21	Delivered	Anonymous
33	262747111	Aerostar SES LLC	snewman@aerostar.net	20200123 @ 10:21	Delivered	Anonymous
34	382446635	Alliance Design Group, PA	bobt@alliancedesigngroup.com clarisap@alliancedesigngroup.com	20200123 @ 10:21	Delivered	Anonymous
35	911641772-03	AMEC Environment & Infrastructure, Inc.	carl.christmann@amec.com vicki.busseno@amec.com	20200123 @ 10:21	Delivered	Anonymous
36	911641772-01	AMEC Environment & Infrastructure, Inc.	richard.j.brown@amec.com	20200123 @ 10:21	Delivered	Anonymous

37	911641772-02	AMEC Environment & Infrastructure, Inc.	mike.phelps@amec.com vicki.busseno@amec.com	20200123 @ 10:21	Delivered	Anonymous
38	043682340-01	American Consulting Engineers of Florida, LLC	jnovotny@acp-fl.com lpowell@acp-fl.com	20200123 @ 10:21	Delivered	Anonymous
39	043682340-03	American Consulting Engineers of Florida, LLC	jnovotny@ace-fla.com jvalentine@ace-fla.com	20200123 @ 10:21	Delivered	Anonymous
40	043682340-02	American Consulting Engineers of Florida, LLC	jkilgore@ace-fla.com jvalentine@ace-fla.com	20200123 @ 10:21	Delivered	Anonymous
41	043682340-04	American Consulting Engineers of Florida, LLC	coreilly@ace-fla.com jvalentine@ace-fla.com	20200123 @ 10:21	Delivered	Anonymous
42	043682340	American Consulting Engineers of Florida, LLC	bmirson@acp-fl.com lpowell@acp-fl.com	20200123 @ 10:21	Delivered	Anonymous
43	651167239	American Consulting Engineers of Florida, LLC	tboutwell@acp-fl.com ktharpe@acp-fl.com alarson@acp-fl.com	20200123 @ 10:21	Delivered	Anonymous
44	352353308	American Ramp Company	tito@americanrampcompany.com alec@americanrampcompany.com john@americanrampcompany.com	20200123 @ 10:21	Delivered	Anonymous
45	911851322	Anchor QEA â€" Daphne, ALÂ□ Width1Anchor QEA â€" Daphne, AL Â□Width1	rhowell@anchorqea.com	20200123 @ 10:21	Delivered	Anonymous
46	850276434-01	Applied Research Associates, Inc.	jehunt@ara.com dhein@ara.com pwilke@ara.com	20200123 @ 10:21	Delivered	Anonymous
47	570373224	ARCADIS U.S., Inc.	Peter.McMaster@arcadis-us.com Chuck.Starling@arcadis-us.com Brian.Greathouse@arcadis-us.com	20200123 @ 10:21	Delivered	Anonymous
48	570373224-02	Arcadis U.S., Inc.	leah.martineau@arcadis.com	20200123 @ 10:21	Delivered	Anonymous
49	570373224-00	ARCADIS U.S., Inc. (U.S. Corporate Headquarters)	monica.dupre@arcadis-us.com	20200123 @ 10:21	Delivered	Anonymous
50	824195994	ArcDMC Sediment Solutions, LLC	spatel@arcdmcsediment.com jsawyer@arcdmcsediment.com	20200123 @ 10:21	Delivered	Anonymous
51	592984496	Ardaman & Asociates, Inc.	mmillburg@ardaman.com pschlossnagle@ardaman.com wstevens@ardaman.com	20200123 @ 10:21	Delivered	Anonymous
52	590896138	Atkins North America, Inc. (Pensacola Office)	david.haight@atkinsglobal.com gregory.allen@atkinsglobal.com	20200123 @ 10:21	Delivered	Anonymous

53	271282426	Avison Young - Washington DC LLC	tom.sandlin@avisonyoung.com	20200123 @ 10:21	Delivered	Anonymous
54	461868921	Bagwell Engineering, Inc	david@bagwellengineering.com	20200123 @ 10:21	Delivered	Anonymous
55	620525827	Barge, Waggoner, Sumner and Cannon, Inc.	paula.harris@bwsc.net	20200123 @ 10:21	Delivered	Anonymous
56	620525827-01	Barge, Waggoner, Sumner and Cannon, Inc.	paula.harris@bwsc.net	20200123 @ 10:21	Delivered	Anonymous
57	620525827-02	Barge, Waggoner, Sumner and Cannon, Inc.	paula.harris@bwsc.net	20200123 @ 10:21	Delivered	Anonymous
58	590857184	Baskerville-Donovan, Inc.	jwaite@baskervilledonovan.com gdickerson@baskervilledonovan.com mlangston@baskervilledonovan.com	20200123 @ 10:21	Delivered	Anonymous
59	593760933	Bay Design Associates Architects, PL	steve@baydesign.com	20200123 @ 10:21	Delivered	Anonymous
60	300558666	Bayside Consulting Group of Northwest Florida, LLC	tinamonie@baysidenwf.com	20200123 @ 10:21	Delivered	Anonymous
61	912080979	Beck Disaster Recovery, Inc.	cmclendon@beckdr.com jburgiel@beckdr.com ncounsell@beckdr.com	20200123 @ 10:21	Delivered	Anonymous
62	593002311	Bellomo-Herbert & Company, Inc.	frank@bellomo-herbert.com glenn@bellomo-herbert.com	20200123 @ 10:21	Delivered	Anonymous
63	010717437	Berube Leonard, LLC	nate@blse.net steve@blse.net	20200123 @ 10:21	Delivered	Anonymous
64	631029077	Bhate Geosciences Corp	tthomason@bhate-geo.com djohnson@bhate-geo.com	20200123 @ 10:21	Delivered	Anonymous
65	593453879-01	Biological Research Associates, LLC	debbiem@biologicalresearch.com	20200123 @ 10:21	Delivered	Anonymous
66	113649339	BRiC Partnership, LLC	erogers@bricpartnership.com	20200123 @ 10:21	Delivered	Anonymous
67	592892568	Broadway Engineering, P.A.	ebroadway@broadway-eng.com	20200123 @ 10:21	Delivered	Anonymous
68	231498326	Buchart Horn, Inc.	bfunkhouser@bucharthorn.com ckinney@bucharthorn.com	20200123 @ 10:21	Delivered	Anonymous
69	570695149	Buford Goff & Associates, Inc.	keith.summer@bgainc.com	20200123 @ 10:21	Delivered	Anonymous
70	591467913	Bullock Tice Associates	m.richardson@bulltice.com	20200123 @ 10:21	Delivered	Anonymous
71	061689244	Bureau Veritas North America, Inc.	van.tran@us.bureauveritas.com	20200123 @ 10:21	Delivered	Anonymous

72	592821868	Butler and Associates of Pensacola, Inc.	wtb@butlersurveying.com	20200123 @ 10:21	Delivered	Anonymous
73	161726783	By The Bay Survey	pr@bythebaysurvey.com chadhensley@bythebaysurvey.com annemarie@bythebaysurvey.com	20200123 @ 10:21	Delivered	Anonymous
74	030499409	Caldwell Associates Architects, Inc.	Miller3@caldwell-assoc.com Melanie@caldwell-assoc.com	20200123 @ 10:21	Delivered	Anonymous
75	581184180	Camacho Associates, Inc.	james@camachousa.com lynettec@camachousa.com	20200123 @ 10:21	Delivered	Anonymous
76	760265862	Cardno ENTRIX (Niceville, FL office)	brandon.tidwell@cardno.com russell.burdge@cardno.com	20200123 @ 10:21	Delivered	Anonymous
77	592367433	Cardno TBE	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com	20200123 @ 10:21	Delivered	Anonymous
78	592367433 -01	Cardno TBE	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com	20200123 @ 10:21	Delivered	Anonymous
79	592367433 -02	Cardno TBE	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com	20200123 @ 10:21	Delivered	Anonymous
80	452663666 -01	Cardno, Inc.	david.dickson@cardno.com	20200123 @ 10:21	Delivered	Anonymous
81	452663666 -02	Cardno, Inc.	doug.durbin@cardno.com	20200123 @ 10:21	Delivered	Anonymous
82	452663666	Cardno, Inc. - Lake City	daryl.thie@cardno.com	20200123 @ 10:21	Delivered	Anonymous
83	571010768	CGA Facilities Services, LLC	kmclaurin@cglcompanies.com	20200123 @ 10:21	Delivered	Anonymous
84	590918189 -02	CH2M HILL, Inc, a fully owned subsidiary of Jacobs Engineering	daniel.broxson@ch2m.com david.stejskal@ch2m.com	20200123 @ 10:21	Delivered	Anonymous
85	590918189	CH2M HILL, Inc, a fully owned subsidiary of Jacobs Engineering	daniel.broxson@ch2m.com david.stejskal@ch2m.com	20200123 @ 10:21	Delivered	Anonymous
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88	590918189 -04	CH2M HILL, Inc, a fully owned subsidiary of	daniel.broxson@ch2m.com david.stejskal@ch2m.com	20200123 @ 10:21	Delivered	Anonymous

		Jacobs Engineering				
89	590918189-05	CH2M HILL, Inc, a fully owned subsidiary of Jacobs Engineering	daniel.broxson@ch2m.com david.stejskal@ch2m.com	20200123 @ 10:21	Delivered	Anonymous
90	592232199	Choctaw Engineering, Inc.	msiner@choctaweng.com cei@choctaweng.com	20200123 @ 10:21	Delivered	Anonymous
91	591566490	Clemons, Rutherford & Associates, Inc.	cra@craarchitects.com	20200123 @ 10:21	Delivered	Anonymous
92	593472222	Comprehensive Engineering Services, Inc.	ashipley@cescivil.com	20200123 @ 10:21	Delivered	Anonymous
93	592343737-02	Connelly & Wicker Inc.	rwelch@cwieng.com jlewis@cwieng.com tstrickland@cwieng.com	20200123 @ 10:21	Delivered	Anonymous
94	261308592	CONSTANTINE ENGINEERING INC.	jkizer@tcgeng.com jdowney@tcgeng.com	20200123 @ 10:21	Delivered	Anonymous
95	861154497-02	Cornerstone Environmental Group, LLC	heather.cavanagh@cornerstoneeg.com donald.hullings@cornerestoneeg.com	20200123 @ 10:21	Delivered	Anonymous
96	630973886	CSA Group, Inc.	jcrowe@csagroupinc.com	20200123 @ 10:21	Delivered	Anonymous
97	592073995	DAG Architects Inc.	dluttrell@dagarchitects.com jbaker@dagarchitects.com avoisin@dagarchitects.com	20200123 @ 10:21	Delivered	Anonymous
98	320301382	Dalrymple Sallis Architecture	scott@dalsal.com	20200123 @ 10:21	Delivered	Anonymous
99	264340227	Dantin Consulting, LLC	debbie@dantinconsultingllc.com keith@dantinconsultingllc.com	20200123 @ 10:21	Delivered	Anonymous
100	050557100	Data Transfer Solutions, LLC	aibaugh@dtsgis.com	20200123 @ 10:21	Delivered	Anonymous
101	593455777	David W. Fitzpatrick, P.E., P.A.	david@fitzeng.com	20200123 @ 10:21	Delivered	Anonymous
102	264087594	DC Architects Inc. dba DCA Design + Construction	dchavez@dcarchitectsinc.com admin@dcarchitectsinc.com	20200123 @ 10:21	Delivered	Anonymous
103	262717366	Dell Consulting, LLC	lynn@dellconsultingllc.com	20200123 @ 10:21	Delivered	Anonymous
104	371004942-02	Dewberry Architects, Inc.	jbeight@dewberry.com mscott@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
105	371004942	Dewberry Architects, Inc.	dwhite@dewberry.com gguerrero@dewberry.com tsmith@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
106	080869094	Dewberry Engineers Inc.	jestes@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
107	130746510-05	Dewberry Engineers Inc.	kknudsen@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
108	130746510-04	Dewberry Engineers Inc.	kknudsen@dewberry.com	20200123 @ 10:21	Delivered	Anonymous

109	130746510-03	Dewberry Engineers Inc.	tfulton@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
110	130746510-10	Dewberry Engineers Inc.	ccirrotti@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
111	130746510-01	Dewberry Engineers Inc.	DTillar@Dewberry.com Jrcooper@dewberry.com CWilson@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
112	130746510-09	Dewberry Engineers Inc. d/b/a Dewberry | Preble-Rish	cwilson@dewberry.com	20200123 @ 10:21	Delivered	Anonymous
113	942583153	DKS Associates	dls@dksassociates.com	20200123 @ 10:21	Delivered	Anonymous
114	930998113	DLR Group, inc. (a Florida corporation)	tgibson@dlrgroup.com torr@dlrgroup.com jhanines@dlrgroup.com	20200123 @ 10:21	Delivered	Anonymous
115	591791174	DRMP, Inc.	EJernigan@drmp.com CFriday@drmp.com LGreene@drmp.com	20200123 @ 10:21	Delivered	Anonymous
116	953323707	DYNATEST CONSULTING INC	sgokhale@dynatest.com rbriggs@dynatest.com	20200123 @ 10:21	Delivered	Anonymous
117	475068880	Dynatest North America, Inc.	sgokhale@dynatest.com	20200123 @ 10:21	Delivered	Anonymous
118	160971022-00	Ecology and Environment, Inc.	mmorgante@ene.com	20200123 @ 10:21	Delivered	Anonymous
119	160971022-01	Ecology and Environment, Inc.	ckyzar@ene.com rharter@ene.com	20200123 @ 10:21	Delivered	Anonymous
120	160971022-02	Ecology and Environment, Inc.	bpowell@ene.com rharter@ene.com	20200123 @ 10:21	Delivered	Anonymous
121	160971022-03	Ecology and Environment, Inc.	jbolleter@ene.com	20200123 @ 10:21	Delivered	Anonymous
122	593472646	Edmisten & Associates	gmiley@edmisten.com	20200123 @ 10:21	Delivered	Anonymous
123	202865475	EMERALD OCEAN ENGINEERING LLC	Bigwave@EmeraldOE.com papcep@gmail.com	20200123 @ 10:21	Delivered	Anonymous
124	861095202	Engineering & Planning Resources, PC	bonita.player@epr-florida.com	20200123 @ 10:21	Delivered	Anonymous
125	001020003-01	Enlightened Software, Inc.	enlightened@cfl.rr.com tsidwell@enlightenedsoftware.com	20200123 @ 10:21	Delivered	Anonymous
126	001020003	Enlightened Software, Inc.	enlightened@cfl.rr.com tsidwell@enlightenedsoftware.com	20200123 @ 10:21	Delivered	Anonymous
127	581402235-00	EnSafe Inc.	jspeakman@ensafe.com pcoop@ensafe.com mswantko@ensafe.com	20200123 @ 10:21	Delivered	Anonymous
128	203094339	EnSite, Inc.	JeffR@en-site.com ShellieJ@en-site.com JonathanR@en-site.com	20200123 @ 10:21	Delivered	Anonymous
129	593101819	Environmental and	Tom.Hayden@egs-us.com	20200123 @ 10:21	Delivered	Anonymous

		Geotechnical Specialist, Inc. (EGS)				
130	592921038-17	Environmental Consulting & Technology, Inc.	psimpson@ectinc.com rkloepfer@ectinc.com	20200123 @ 10:21	Delivered	Anonymous
131	592921038-11	Environmental Consulting & Technology, Inc.	wkarl@ectinc.com	20200123 @ 10:21	Delivered	Anonymous
132	592921038-12	Environmental Consulting & Technology, Inc.	mculbreth@ectinc.com	20200123 @ 10:21	Delivered	Anonymous
133	592921038	Environmental Consulting & Technology, Inc.	smcconnell@ectinc.com psimpson@ectinc.com	20200123 @ 10:21	Delivered	Anonymous
134	592921038-14	Environmental Consulting & Technology, Inc.	cfagerstrom@ectinc.com	20200123 @ 10:21	Delivered	Anonymous
135	941698350-03	Environmental Science Associates	info@esassoc.com jsullivan@esassoc.com	20200123 @ 10:21	Delivered	Anonymous
136	941698350-01	Environmental Science Associates	info@esassoc.com jsullivan@esassoc.com	20200123 @ 10:21	Delivered	Anonymous
137	941698350-02	Environmental Science Associates	info@esassoc.com jsullivan@esassoc.com	20200123 @ 10:21	Delivered	Anonymous
138	941698350-04	Environmental Science Associates	info@esassoc.com jsullivan@esassoc.com	20200123 @ 10:21	Delivered	Anonymous
139	941698350	Environmental Science Associates	info@esassoc.com jsullivan@esassoc.com	20200123 @ 10:21	Delivered	Anonymous
140	592135118	Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying	debrachannell@fabreinc.com frank.fabre@fabreinc.com cjernigan@fabreinc.com	20200123 @ 10:21	Delivered	Anonymous
141	202206043	Florida Bridge and Transportation, Inc	jsilva@flbridge.com mniedermann@flbridge.com	20200123 @ 10:21	Delivered	Anonymous
142	650183924	Florida Transportation Engineering, Inc.	pkurth@fteinc.net	20200123 @ 10:21	Delivered	Anonymous
143	561180736	Foodesign Associates, Inc.	jbarja@foodesignassociates.com	20200123 @ 10:21	Delivered	Anonymous
144	742426512	Fugro Consultants, Inc.	msmith@fugro.com jstephens@fugro.com	20200123 @ 10:21	Delivered	Anonymous
145	720976865	Futch Design Associates Inc..	fsdesign@futchdesign.com greg@futchdesign.com	20200123 @ 10:21	Delivered	Anonymous

146	251260999	GAI Consultants, Inc.	t.kohler@gaiconsultants.com l.rambo@gaiconsultants.com	20200123 @ 10:21	Delivered	Anonymous
147	613257534	Gallet & Associates Gulf Coast, Inc.	pdohms@gallet.com dreaves@gallet.com psafko@gallet.com	20200123 @ 10:21	Delivered	Anonymous
148	010733400	Garver, LLC	MJGraves@GarverUSA.com	20200123 @ 10:21	Delivered	Anonymous
149	592905088	Geci & Associates Engineers, Inc.	stevegeci@geciengineering.com	20200123 @ 10:21	Delivered	Anonymous
150	593669274	Genesis CEI Services, LLC	wklepac@genesiscei.com	20200123 @ 10:21	Delivered	Anonymous
151	832702329-01	Genesis Halff, Inc.	mllewellynsr@Halff.com	20200123 @ 10:21	Delivered	Anonymous
152	832702329-02	Genesis Halff, Inc.	bkaschyk@Halff.com	20200123 @ 10:21	Delivered	Anonymous
153	832702329-03	Genesis Halff, Inc.	jloretta@Halff.com	20200123 @ 10:21	Delivered	Anonymous
154	592355134-05	Geosyntec Consultants	jjohnson@geosyntec.com nweeks@geosyntec.com	20200123 @ 10:21	Delivered	Anonymous
155	592355134	Geosyntec Consultants, Inc.	dschauer@geosyntec.com	20200123 @ 10:21	Delivered	Anonymous
156	593453881-00	GGI, LLC dba Genesis	Mark@GenesisGroup.com TForester@GenesisGroup.com	20200123 @ 10:21	Delivered	Anonymous
157	651319891-00	GIT CONSULTING LLC	georgio@gitconsuting.net	20200123 @ 10:21	Delivered	Anonymous
158	592975164	GLE Associates, Inc.	cgardei@gleassociates.com	20200123 @ 10:21	Delivered	Anonymous
159	630906620	Goodwyn, Mills and Cawood, Inc. (GMC)	Lee.Walters@gmcnetwork.com Ashley.Morris@gmcnetwork.com	20200123 @ 10:21	Delivered	Anonymous
160	300133572	Gortemoller Engineering, Inc.	dgortemoller@gorteng.com nmckinley@gorteng.com	20200123 @ 10:21	Delivered	Anonymous
161	232356983	Gradient Designs	jason.aw.thomas@gmail.com	20200123 @ 10:21	Delivered	Anonymous
162	520818093-03	Greenhorne & O'Mara, Inc.	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com	20200123 @ 10:21	Delivered	Anonymous
163	520818093-02	Greenhorne & O'Mara, Inc.	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com	20200123 @ 10:21	Delivered	Anonymous
164	520818093	Greenhorne & O'Mara, Inc.	mtomczyk@g-and-o.com	20200123 @ 10:21	Delivered	Anonymous
165	520818093-04	Greenhorne & O'Mara, Inc.	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com	20200123 @ 10:21	Delivered	Anonymous
166	112537074	Greenman-Pedersen, Inc.	sdeitche@gpinet.com sbucklew@gpinet.com rrupert@gpinet.com	20200123 @ 10:21	Delivered	Anonymous
167	620794126	Gresham Smith	tyler.strickland@greshamsmith.com amanda.sapala@greshamsmith.com	20200123 @ 10:21	Delivered	Anonymous

168	450504340	Gulf Breeze Consulting, Inc.	dan@gulfbreezeconsulting.com	20200123 @ 10:21	Delivered	Anonymous
169	461221575	Gulf Civil Engineering, LLC	erica@gulfcivileng.com	20200123 @ 10:21	Delivered	Anonymous
170	260318004	Gulf Coast Architectural Group, Inc.	Don@GCArchGroup.com Suzanne@gcarchgroup.com larry@gcarchgroup.com	20200123 @ 10:21	Delivered	Anonymous
171	593155485	H.M. Yonge & Associates, Inc.	hmyonge@hmyace.com	20200123 @ 10:21	Delivered	Anonymous
172	591723343	H2Engineering, Inc.	mscaringe@h2engineering.com	20200123 @ 10:21	Delivered	Anonymous
173	593757755	Hammond Engineering, Inc.	tom@selanddesign.com ryan@selanddesign.com	20200123 @ 10:21	Delivered	Anonymous
174	203908156	Handex Consulting and Remediation - Southeast, LLC	athomas@handexmail.com	20200123 @ 10:21	Delivered	Anonymous
175	470741232	HDR CCC	bryan.estock@hdrinc.com James.VanSteenburg@hdrinc.com mari.bonbrest@hdrinc.com	20200123 @ 10:21	Delivered	Anonymous
176	470680568-01	HDR Engineering, Inc	Carol.Worsham@hdrinc.com Mark.Roberts@hdrinc.com Amanda.Goetz@hdrinc.com	20200123 @ 10:21	Delivered	Anonymous
177	470680568	HDR Engineering, Inc.	john.wimberly@hdrinc.com allen.vinson@hdrinc.com angie.hill@hdrinc.com	20200123 @ 10:21	Delivered	Anonymous
178	580827945	Heery International, Inc. - Orlando	mwass@heery.com	20200123 @ 10:21	Delivered	Anonymous
179	592539360	Heffernan Holland Morgan Architecture, P.A.	scoho1@hhma.com pdm@hhma.com	20200123 @ 10:21	Delivered	Anonymous
180	431723985	Hellmuth, Obata & Kassabaum, Inc. (HOK)	foard.meriwether@hok.com mandy.weitknecht@hok.com	20200123 @ 10:21	Delivered	Anonymous
181	431913669	Hellmuth, Obata + Kassabaum (HOK)	foard.meriwether@hok.com tim.blair@hok.com	20200123 @ 10:21	Delivered	Anonymous
182	431913669-01	Hellmuth, Obata + Kassabaum (HOK)	rebecca.nolan@hok.com	20200123 @ 10:21	Delivered	Anonymous
183	431913669-04	Hellmuth, Obata + Kassabaum (HOK)	jay.tatum@hok.com	20200123 @ 10:21	Delivered	Anonymous
184	431913669-02	Hellmuth, Obata + Kassabaum (HOK)	jay.tatum@hok.com curt.parde@hok.com	20200123 @ 10:21	Delivered	Anonymous
185	431913669-03	Hellmuth, Obata +	jeff.goodale@hok.com ray.clark@hok.com	20200123 @ 10:21	Delivered	Anonymous

		Kassabaum (HOK)				
186	593384092	Hernandez & Swift Associates, inc.	HSAI1@bellsouth.net	20200123 @ 10:21	Delivered	Anonymous
187	593566985	Hernandez Calhoun Design International	sarah.hernandez@hernandezcalhoun.com	20200123 @ 10:21	Delivered	Anonymous
188	593607247	Humber Garick Consulting Engineers, Inc.	admin@h-gce.com	20200123 @ 10:21	Delivered	Anonymous
189	941730361	ICF Jones & Stokes, Inc.	Epcrm@icf.com Kimberly.Davis@icf.com Elizabeth.Diller@icf.com	20200123 @ 10:21	Delivered	Anonymous
190	474769416	Icon Construction Services, LLC	bob.worley@iconcs.us worley25@cox.net	20200123 @ 10:21	Delivered	Anonymous
191	200843083	IMS Infrastructure Management Services, LLC	fstephenson@ims-rst.com	20200123 @ 10:21	Delivered	Anonymous
192	593221706-02	Infrastructure Engineers, Inc.	fhickson@go-iei.com choward@go-iei.com	20200123 @ 10:21	Delivered	Anonymous
193	593221706	Infrastructure Engineers, Inc.	dorr@go-iei.com	20200123 @ 10:21	Delivered	Anonymous
194	593221706-03	Infrastructure Engineers, Inc.	gpeschong@go-iei.com	20200123 @ 10:21	Delivered	Anonymous
195	593221706-01	Infrastructure Engineers, Inc.	rweidler@go-iei.com	20200123 @ 10:21	Delivered	Anonymous
196	593601236	Ingenium Enterprises, Inc. - Tampa Office	jneff@ingeniumteam.com	20200123 @ 10:21	Delivered	Anonymous
197	412182717	Innovative Waste Consulting Services, LLC	pjain@iwcs.biz ttown@ufl.edu	20200123 @ 10:21	Delivered	Anonymous
198	581286525	Integrated Science & Engineering, Inc.	wburcham@intse.com	20200123 @ 10:21	Delivered	Anonymous
199	954081636-01	Jacobs Engineering Group, Inc - Pensacola, FL	daniel.broxson@jacobs.com	20200123 @ 10:21	Delivered	Anonymous
200	592855441	jehle-halstead, inc.	pjehle@jehle-halstead.com	20200123 @ 10:21	Delivered	Anonymous
201	592255441	jehle-halstead, inc.	djehle@jehle-halstead.com ghalstead@jehle-halstead.com pjehle@jehle-halstead.com	20200123 @ 10:21	Delivered	Anonymous
202	264635662	JMA Engineering Services, Inc.	jerry@mcguire-assoc.com	20200123 @ 10:21	Delivered	Anonymous
203	271551483	JMR Architecture, PC	mrutland@jmrarch.net lhenderson@jmrarch.net lcooper@jmrarch.net	20200123 @ 10:21	Delivered	Anonymous

204	810612123-06	John Davenport Engineering, Incorporated - dba DAVENPORT	merwin@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
205	810612123-02	John Davenport Engineering, Incorporated - dba DAVENPORT	dbrown@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
206	810612123-00	John Davenport Engineering, Incorporated - dba DAVENPORT	lboyer@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
207	810612123-05	John Davenport Engineering, Incorporated - dba DAVENPORT	merwin@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
208	810612123-03	John Davenport Engineering, Incorporated - dba DAVENPORT	dcumbo@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
209	810612123-07	John Davenport Engineering, Incorporated - dba DAVENPORT	epeters@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
210	810612123	John Davenport Engineering, Incorporated - dba DAVENPORT	rbuchanan@davenportworld.com bedwards@davenportworld.com jdavenport@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
211	810612123-01	John Davenport Engineering, Incorporated - dba DAVENPORT	pheffernan@davenportworld.com	20200123 @ 10:21	Delivered	Anonymous
212	631235237	Johnson & Reeves Engineering (JRE)	bjohnson@johnson-reeves.com	20200123 @ 10:21	Delivered	Anonymous
213	591533071-03	Jones Edmunds & Associates, Inc.	rkoller@jonesedmunds.com	20200123 @ 10:21	Delivered	Anonymous
214	591533071-01	Jones Edmunds & Associates, Inc.	msulayman@jonesedmunds.com	20200123 @ 10:21	Delivered	Anonymous
215	591533071-02	Jones Edmunds & Associates, Inc.	pstasis@jonesedmunds.com	20200123 @ 10:21	Delivered	Anonymous
216	591533071	Jones Edmunds & Associates, Inc.	jaschmid1@jonesedmunds.com kvogel@jonesedmunds.com	20200123 @ 10:21	Delivered	Anonymous
217	593560468	Kenneth Horne & Associates, Inc.	info@kh-a.com charlie@kh-a.com nick@kh-a.com	20200123 @ 10:21	Delivered	Anonymous

218	581673197	KHAFRA	vbates@khafra.com	20200123 @ 10:21	Delivered	Anonymous
219	560885615-00	Kimley-Horn and Associates, Inc.	brian.smalkoski@kimley-horn.com richard.barr@kimley-horn.com karen.waterman@kimley-horn.com	20200123 @ 10:21	Delivered	Anonymous
220	560885615-02	Kimley-Horn and Associates, Inc.	kim.bottomy@kimley-horn.com paul.cristina@kimley-horn.com	20200123 @ 10:21	Delivered	Anonymous
221	560885615-01	Kimley-Horn and Associates, Inc.	bill.smith@kimley-horn.com jamie.gwaltney@kimley-horn.com	20200123 @ 10:21	Delivered	Anonymous
222	560885615-03	Kimley-Horn and Associates, Inc.	Randy.Palmer@kimley-horn.com	20200123 @ 10:21	Delivered	Anonymous
223	560885615-04	Kimley-Horn and Associates, Inc.	debra.preble@kimlley-horn.com	20200123 @ 10:21	Delivered	Anonymous
224	591677145	Kisinger Campo & Associates, Corp.	pfoley@kisingercampo.com pmulhearn@kisingercampo.com	20200123 @ 10:21	Delivered	Anonymous
225	591827467	Klocke & Associates, Inc.	jack@klockeassociates.com	20200123 @ 10:21	Delivered	Anonymous
226	621676857	KS Ware & Associates, LLC	relliott@kswarellc.com tlocicero@kswarellc.com cdewald@kswarellc.com	20200123 @ 10:21	Delivered	Anonymous
227	561602942-01	LandDesign, Inc.	rwaugh@landdesign.com	20200123 @ 10:21	Delivered	Anonymous
228	561602942	LandDesign, Inc.	rcrocker@landdesign.com	20200123 @ 10:21	Delivered	Anonymous
229	593324564	LandMark Engineering and Land Planning, Inc.	MarkS@LMEngr.com	20200123 @ 10:21	Delivered	Anonymous
230	591666174	Larry M Jacobs & Associates	keithj@lmj-a.com	20200123 @ 10:21	Delivered	Anonymous
231	083189415	Larry M Jacobs & Associates	KeithJ@lmj-a.com	20200123 @ 10:21	Delivered	Anonymous
232	204048148	M. C. Wolf Consulting	Mike.wolfriddleassociates@gmail.com	20200123 @ 10:21	Delivered	Anonymous
233	680146861-03	MACTEC Engineering and Consulting, Inc.	dbgoershel@mactec.com	20200123 @ 10:21	Delivered	Anonymous
234	680146861	MACTEC Engineering and Consulting, Inc.	rjbrown@mactec.com	20200123 @ 10:21	Delivered	Anonymous
235	680146861-04	MACTEC Engineering and Consulting, Inc.	mcdiblin@mactec.com	20200123 @ 10:21	Delivered	Anonymous
236	680146861-02	MACTEC Engineering and Consulting, Inc.	bjduchene@macte.com	20200123 @ 10:21	Delivered	Anonymous
237	562136769-05	McKim & Creed	sczubkowski@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous

238	562136769	McKim & Creed, Inc.	mdaves@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous
239	562136769-03	McKim & Creed, Inc.	rgarland@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous
240	562136769-02	McKim & Creed, Inc.	thalstead@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous
241	562136769-06	McKim & Creed, Inc.	slee@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous
242	562136769-01	McKim & Creed, Inc.	slee@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous
243	562136769-04	McKim & Creed, Inc. (formerly jehle-halstead, inc.)	pjehle@mckimcreed.com	20200123 @ 10:21	Delivered	Anonymous
244	592827930	Mehta and Associates, Inc.	vmehta@mehtaeng.com	20200123 @ 10:21	Delivered	Anonymous
245	592827930-00	Mehta And Associates, Inc.	vmehta@mehtaeng.com radhamehta@mehtaeng.com dpresson@mehtaeng.com	20200123 @ 10:21	Delivered	Anonymous
246	593597623	MEP Engineering Solutions	hamzat@mepengsolutions.com nancylizama@mepengsolutions.com	20200123 @ 10:21	Delivered	Anonymous
247	300050216	Merrill Parker Shaw, Inc.	wayne@mpses.com astarkey@mpses.com	20200123 @ 10:21	Delivered	Anonymous
248	591685550	Metric Engineering, Inc.	mperez@metriceng.com dcauley@metriceng.com dburnett@metriceng.com	20200123 @ 10:21	Delivered	Anonymous
249	591685550-01	Metric Engineering, Inc.	dburnett@metriceng.com dcauley@metriceng.com mmccrary@metriceng.com	20200123 @ 10:21	Delivered	Anonymous
250	591685550-02	Metric Engineering, Inc.	mperez@metriceng.com dcauley@metriceng.com dburnett@metriceng.com	20200123 @ 10:21	Delivered	Anonymous
251	591685550-03	Metric Engineering, Inc.	jbloomfield@metriceng.com dburnett@metriceng.com dcody@metriceng.com	20200123 @ 10:21	Delivered	Anonymous
252	650563467	Miller Legg	jwalls@millerlegg.com bwilcox@millerelegg.com cpasquale@millerlegg.com	20200123 @ 10:21	Delivered	Anonymous
253	043474437	MOCA Systems, Inc.	swe@mocasystems.com	20200123 @ 10:21	Delivered	Anonymous
254	951951343	MOFFATT & NICHOL	jhelms@moffattnichol.com	20200123 @ 10:21	Delivered	Anonymous
255	951951343-01	Moffatt & Nichol	jhird@moffattnichol.com	20200123 @ 10:21	Delivered	Anonymous
256	951951343-00	Moffatt & Nichol	dnance@moffattnichol.com	20200123 @ 10:21	Delivered	Anonymous
257	351814959	Moore & Associates, Inc. DBA MAI Engineering	edrice@maitech.com	20200123 @ 10:21	Delivered	Anonymous
258	592596999	Morgan & Eklund, Inc.	jmorgan@morganeklund.com	20200123 @ 10:21	Delivered	Anonymous
259	731699834	Moss & Associates, LLC	mmazza@mossemail.com	20200123 @ 10:21	Delivered	Anonymous

260	591294824	Mott MacDonald Florida, LLC	david.skipper@mottmac.com lauren.gund@mottmac.com steven.white@mottmac.com	20200123 @ 10:21	Delivered	Anonymous
261	562286871	MRD ASSOCIATES, INC.	md@mrd-associates.com	20200123 @ 10:21	Delivered	Anonymous
262	471219942	Municipal Engineering Services, Inc.	dlong@mesi-fl.com pphillips@mesi-fl.com robwilliamson@hnws-fl.com	20200123 @ 10:21	Delivered	Anonymous
263	951878805	MWH Americas Inc. (Sunrise Branch Office)	harold.v.aiken@mwhglobal.com aquila.jones-serrano@mwhglobal.com	20200123 @ 10:21	Delivered	Anonymous
264	454338277	National Energy USA	Dave@NationalEnergyUSA.com Ron@NationalEnergyUSA.com Fadil@NationalEnergyUSA.com	20200123 @ 10:21	Delivered	Anonymous
265	640671634	Neel-Schaffer, Inc.	shane.bergin@neel-schaffer.com	20200123 @ 10:21	Delivered	Anonymous
266	582592493	Nelson\Nygaard Consulting Associates, Inc.	rfarwell@nelsonnygaard.com bpalchik@nelsonnygaard.com	20200123 @ 10:21	Delivered	Anonymous
267	592241856	Nobles Consulting Group, Inc. - Pensacola, FL	eric@ncginc.com allen@ncginc.com tamara@ncginc.com	20200123 @ 10:21	Delivered	Anonymous
268	593086122	Nodarse & Associates, Inc.	johnk@nodarse.com luid@nodarse.com melissac@nodarse.com	20200123 @ 10:21	Delivered	Anonymous
269	260347209	NOVA Engineering and Environmental, LLC	wcantrell@usanova.com wlawrence@usanova.com rlbagwell@usanova.com	20200123 @ 10:21	Delivered	Anonymous
270	592223174	Olsen Associates, Inc.	abrowder@olsen-associates.com	20200123 @ 10:21	Delivered	Anonymous
271	593030012	Peterson Engineering, Inc.	Peterson@petersoneng.com Miller@petersoneng.com JSmith@petersoneng.com	20200123 @ 10:21	Delivered	Anonymous
272	591083938	Pickett & Associates, Inc.	jmc@pickett-inc.com	20200123 @ 10:21	Delivered	Anonymous
273	201522500	Pinder-Martin Associates, Inc.	djpinder@bellsouth.net pindermartin@bellsouth.net	20200123 @ 10:21	Delivered	Anonymous
274	593674953	Pittman, Glaze & Associates, Inc.	davidpga@bellsouth.net jaypga@bellsouth.net pgasurvey@bellsouth.net	20200123 @ 10:21	Delivered	Anonymous
275	202778946	Planeng, Inc.	jay@planeng.com	20200123 @ 10:21	Delivered	Anonymous
276	721256279	PPM Consultants, Inc.	ben.clabaugh@ppmco.com Melissa.Pearce@ppmco.com keith.pyron@ppmco.com	20200123 @ 10:21	Delivered	Anonymous
277	721256279-01	PPM Consultants, Inc.	keith.pyron@ppmco.com lee.rodgers@ppmco.com	20200123 @ 10:21	Delivered	Anonymous
278	593089125	Preble-Rish, Inc.	rectorj@preble-rish.com	20200123 @ 10:21	Delivered	Anonymous
279	020589267	Premier Engineering Group, LLC	chuck@premierengineeringgroup.com	20200123 @ 10:21	Delivered	Anonymous

280	370962090-01	Professional Service Industries, Inc.	paul.passe@psiusa.com michael.thomas2@psiusa.com amy.guisinger@psiusa.com	20200123 @ 10:21	Delivered	Anonymous
281	370962090	Professional Service Industries, Inc. (PSI)	keith.wasdin@psiusa.com gabe.camposagrado@psiusa.com	20200123 @ 10:21	Delivered	Anonymous
282	593335186	Quest Corporation Of America, Inc	diane.hackney@qcausa.com	20200123 @ 10:21	Delivered	Anonymous
283	621826411	R&N Systems Design, LLC	wallyr@rnsystemsdesign.com frankn@rnsystemsdesign.com	20200123 @ 10:21	Delivered	Anonymous
284	910883905	R. W. Beck, Inc.	plien@rwbeck.com dgregory@rwbeck.com	20200123 @ 10:21	Delivered	Anonymous
285	141880334	Rebol-Battle & Associates, LLC	paulb@rebol-battle.com	20200123 @ 10:21	Delivered	Anonymous
286	592986466	Reynolds, Smith and Hills, Inc..	tanya.kristoff@rsandh.com	20200123 @ 10:21	Delivered	Anonymous
287	133670559	Ricci Greene Architects P.C. (DBA CGLRicciGreene)	kricci@cglcompanies.com	20200123 @ 10:21	Delivered	Anonymous
288	561675471	Risk Management Associates, Inc.	jblanchard@rmasecurity.com cpeterson@rmasecurity.com mepperly@rmasecurity.com	20200123 @ 10:21	Delivered	Anonymous
289	580907845	Rosser International, Inc.	bgolson@rosser.com bgriffin@rosser.com	20200123 @ 10:21	Delivered	Anonymous
290	472485050	Rowe Engineering & Surveying, Inc.	don@rowesurveying.com	20200123 @ 10:21	Delivered	Anonymous
291	900315947	RSW of NW FL Inc. dba 360 Surveying Services	rob@360surveyingservices.com	20200123 @ 10:21	Delivered	Anonymous
292	593433432	S2L, Incorporated	slevin@s2li.com	20200123 @ 10:21	Delivered	Anonymous
293	201659855	SAIC Energy, Environment & Infrastructure, LLC	david.gregory@saic.com	20200123 @ 10:21	Delivered	Anonymous
294	042230445	Sasaki Associates, Inc.	rgalehouse@sasaki.com mpotter@sasaki.com	20200123 @ 10:21	Delivered	Anonymous
295	451909667	Scalar Consulting Group Inc.	plooney@scalarinc.net agotmare@scalarinc.net jwinter@scalarinc.net	20200123 @ 10:21	Delivered	Anonymous
296	592934035	Schmidt Consulting Group, Inc.	gene@schmidtconsultinggroup.com maureen@schmidtconsultinggroup.com david@schmidtconsultinggroup.com	20200123 @ 10:21	Delivered	Anonymous
297	540913440-09	SCS Engineers, Florida	clebron@scsengineers.com dcooper@scsengineers.com tsmith@scsengineers.com	20200123 @ 10:21	Delivered	Anonymous
298	721105441	Sigma Consulting Group, Inc.	jlashley@sigmacg.com rlear@sigmacg.com mwilliams@sigmacg.com	20200123 @ 10:21	Delivered	Anonymous

299	620791037	Smith Seckman Reid, Inc.	ssmith@ssr-inc.com	20200123 @ 10:21	Delivered	Anonymous
300	261669289	SOUTH COAST ENGINEERS, LLC	bretwebb@gmail.com scott@southcoastengineers.com	20200123 @ 10:21	Delivered	Anonymous
301	591621976	Southeastern Surveying and Mapping Corporation	tmead@southeasternsurveying.com gkrick@southeasternsurveying.com jpetersen@southeasternsurveying.com	20200123 @ 10:21	Delivered	Anonymous
302	591621976-01	Southeastern Surveying and Mapping Corporation	tmead@southeasternsurveying.com gkrick@southeasternsurveying.com jpetersen@southeasternsurveying.com	20200123 @ 10:21	Delivered	Anonymous
303	630710398-01	Southern Earth Sciences, Inc.	twilson@soearth.com mwilson@soearth.com lcopeland@soearth.com	20200123 @ 10:21	Delivered	Anonymous
304	630710398-02	Southern Earth Sciences, Inc.	twilson@soearth.com mwilson@soearth.com lcopeland@soearth.com	20200123 @ 10:21	Delivered	Anonymous
305	720627831	T. Baker Smith, LLC	kevin.beyer@tbsmith.com	20200123 @ 10:21	Delivered	Anonymous
306	941598707	T.Y. Lin International	dean.collins@tylin.com	20200123 @ 10:21	Delivered	Anonymous
307	592850478-01	Taylor Engineering, Inc.	jmarino@taylorengineering.com marketing@taylorengineering.com	20200123 @ 10:21	Delivered	Anonymous
308	592850478-00	Taylor Engineering, Inc.	jmarino@taylorengineering.com marketing@taylorengineering.com	20200123 @ 10:21	Delivered	Anonymous
309	421249917-00	Terracon Consultants, Inc	Richard.Brown@terracon.com	20200123 @ 10:21	Delivered	Anonymous
310	421249917	Terracon Consultants, Inc.	richard.brown@terracon.com brigitte.moten@terracon.com	20200123 @ 10:21	Delivered	Anonymous
311	954148514-00	Tetra Tech, Inc. - Atlanta, Georgia	brian.watson@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
312	954148514-09	Tetra Tech, Inc. - Bothell, Washington	robert.donati@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
313	954148514-08	Tetra Tech, Inc. - Boynton Beach, Florida	erin.hague@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
314	954148514-07	Tetra Tech, Inc. - Cocoa, Florida	matt.shelton@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
315	954148514-06	Tetra Tech, Inc. - Pensacola, Florida	kristin.bennett@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
316	954148514-05	Tetra Tech, Inc. - Stuart, FL	brian.proctor@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
317	954148514-04	Tetra Tech, Inc. - Tallahassee, FL	gerry.walker@tetratech.com	20200123 @ 10:21	Delivered	Anonymous
318	030546876	The Balmoral Group, LLC	vseidel@balmoralgroup.us jyarid@balmoralgroup.us gseidel@balmoralgroup.us	20200123 @ 10:21	Delivered	Anonymous

319	593198247	The WIT Group, Inc.	mhudson@thewitgroup.com admin@thewitgroup.com tburton@thewitgroup.com	20200123 @ 10:21	Delivered	Anonymous
320	134360935	THOMAS BRYAN WATSON III, PE	wateng1@cox.net	20200123 @ 10:21	Delivered	Anonymous
321	452015453	Thompson Consulting Services, LLC	jhoyle@thompsoncs.net ncounsell@thompsoncs.net	20200123 @ 10:21	Delivered	Anonymous
322	630389605	Thompson Engineering, Inc.	jgibbs@thompsonengineering.com mmanning@thompsonengineering.com	20200123 @ 10:21	Delivered	Anonymous
323	593154723	Tierra, Inc.	hjean@tierraeng.com lmoore@tierraeng.com	20200123 @ 10:21	Delivered	Anonymous
324	593154723-01	Tierra, Inc.	msmith@tierraeng.com	20200123 @ 10:21	Delivered	Anonymous
325	592929811	Tindale Oliver	bball@tindaleoliver.com	20200123 @ 10:21	Delivered	Anonymous
326	592929811-02	Tindale-Oliver & Associates, Inc., dba Tindale Oliver	BWallace@tindaleoliver.com	20200123 @ 10:21	Delivered	Anonymous
327	592929811-01	Tindale-Oliver & Associates, Inc., dba Tindale Oliver	RDreyer@tindaleoliver.com	20200123 @ 10:21	Delivered	Anonymous
328	520847751	Torti Gallas and Partners, Inc.	rgoodill@tortigallas.com lmilligan@tortigallas.com hharrell@tortigallas.com	20200123 @ 10:21	Delivered	Anonymous
329	202753803	TOWNES + architects, P.A.	ben@townesplus.com	20200123 @ 10:21	Delivered	Anonymous
330	943198006-01	TransCore ITS, LLC	jeff.messer@transcore.com	20200123 @ 10:21	Delivered	Anonymous
331	943198006-02	TransCore ITS, LLC	jonathan.tursky@transcore.com	20200123 @ 10:21	Delivered	Anonymous
332	943198006-03	TransCore ITS, LLC	betsy.williams@transcore.com	20200123 @ 10:21	Delivered	Anonymous
333	943198006	TransCore ITS, LLC	stephanie.matsko@transcore.com	20200123 @ 10:21	Delivered	Anonymous
334	311414214	Transmap Corporation	hluxhoj@transmap.com	20200123 @ 10:21	Delivered	Anonymous
335	462183696	TRANS-STATE CONSULTING, LLC	Missy@Trans-State.org	20200123 @ 10:21	Delivered	Anonymous
336	430839725	TranSystems	awnicol@transystems.com	20200123 @ 10:21	Delivered	Anonymous
337	010697454-01	Trinity Analysis & Development Corp.	mevans@trinityadc.com jbrown@trinityadc.com	20200123 @ 10:21	Delivered	Anonymous
338	010697454	Trinity Analysis & Development Corp.	jkramer@trinityadc.com mhoover@trinityadc.com rburdine@trinityadc.com	20200123 @ 10:21	Delivered	Anonymous
339	591117804	Universal Engineering Sciences, Inc.	jmcconnell@universalenginering.com rmatthews@universalengineering.c	20200123 @ 10:21	Delivered	Anonymous

340	592087895	URS Corporation Southern	jim.mayo@urs.com ann.rhodes@urs.com	20200123 @ 10:21	Delivered	Anonymous
341	951590418-02	ValleyCrest Design Group	steve@siteworkstudio.com	20200123 @ 10:21	Delivered	Anonymous
342	042931679	Vanasse Hangen Brustlin, Inc. (VHB) / Orlando	FPonce@vhb.com	20200123 @ 10:21	Delivered	Anonymous
343	581626967	VANUS, Inc.	calhoun@vanusinc.com	20200123 @ 10:21	Delivered	Anonymous
344	630247014-50	Volkert & Associates, Inc.	scommander@volkert.com	20200123 @ 10:21	Delivered	Anonymous
345	630247014	Volkert, Inc.	mike.warnke@Volkert.com david.webber@Volkert.com	20200123 @ 10:21	Delivered	Anonymous
346	630877611	Volkert, Inc. 5a. Wholly-Owned Subsidiary of David Volkert and Associates, Inc.	Clay.Hare@volkert.com	20200123 @ 10:21	Delivered	Anonymous
347	472782723	W3 Engineering Inc.	jay@w3engineeringinc.com swells@gaboragency.com	20200123 @ 10:21	Delivered	Anonymous
348	203397512	WAS Desgin Inc.	jcrowe@was-design.com	20200123 @ 10:21	Delivered	Anonymous
349	593217764	Wetland Sciences, Inc.	keith@wetlandsciences.com craig@wetlandsciences.com	20200123 @ 10:21	Delivered	Anonymous
350	911641772	Wood Environment & Infrastructure Solutions, Inc.	webb.jackson@woodplc.com stephen.hanks@woodplc.com	20200123 @ 10:21	Delivered	Anonymous
351	911641772-05	Wood Environment & Infrastructure Solutions, Inc.	mark.diblin@woodplc.com	20200123 @ 10:21	Delivered	Anonymous
352	264605916	ZeitEnergy LLC	clint@zeitenergy.com	20200123 @ 10:21	Delivered	Anonymous

Messages sent: **352**

REGISTER OF SUBMITTERS

Solicitation # PD 19-20.026 Waste Services Section 5 Cell 1B Design

RLI Due Date & Time: February 12, 2020 @ 11:59 p.m. CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Goodwyn Mills & Cawood, Inc.	850-432-0706	Scott.hutchinson@gmcnetwork.com	Scott Hutchinson
HDR Engineering, Inc.	904-598-8979	Mark.roberts@hdrinc.com	Mark Roberts
Jones Edmunds & Associates, Inc.	352-377-5821	mhadlock@jonesedmunds.com	Mark Hadlock
Stearns, Conrad and Schmidt, Inc. (dba SCS Engineers)	813-804-6714	Sfischer@scsengineers.com	Shane Fischer
Submittals Received By:	Savannah Kruse, Purchasing Specialist		Date: February 14, 2020
Witnessed By:	Kasi Whitaker		Date: February 14, 2020

Posted 2/14/2020 @ 11:00 a.m. CST SLK

PD 19-20.026 Waste Services Section 5 Cell 1B Design

Tabulation

SCORE SHEET **Selection Criteria** [FINAL RANKING]	**Jones Edmunds & Associates, Inc.**	**HDR Engineering, Inc.**	**SCS Engineers, Florida**
Pat Johnson	**98**	**99**	**100**
Jim Howes	**95**	**100**	**90**
Derek Fox	**98**	**97**	**96**
Sub Total	**291**	**296**	**286**
Pat Johnson	**3**	**2**	**1**
Jim Howes	**2**	**1**	**3**
Derek Fox	**1**	**2**	**1**
Individual Ranking Score	**6**	**5**	**5**
Rank	**3**	**1**	**2**

Pat Johnson

SCORE SHEET **Selection Criteria** [FINAL RANKING]	Pts	Jones Edmunds & Associates,	HDR Engineering, Inc.	SCS Engineers, Florida
Considering the intent to have the Landfill Operations Permit renewal submitted to FDEP in August of 2021 as well as submitting Cell 1B Construction bid documents in October of 2021, please describe your approach and provide a schedule to meet these deadlines.	25	**25**	**25**	**25**
What are critical decision points and/or milestones in your approach/schedule and how will you manage them?	20	**20**	**20**	**20**
Regarding constructability of Cell 1B, are there any design criteria and/or construction techniques which could be utilized to expedite construction?	20	**18**	**19**	**20**
Describe your firm's performance with respect to controlling costs, quality of work and your ability to meet schedules.	20	**20**	**20**	**20**
What is your current workload and how will this project fit into this load?	15	**15**	**15**	**15**
Total(s)	**100**	**98**	**99**	**100**
Rank		**3**	**2**	**1**

Jim Howes

SCORE SHEET **Selection Criteria** [FINAL RANKING]	Pts	Jones Edmunds & Associates,	HDR Engineering, Inc.	SCS Engineers, Florida
Considering the intent to have the Landfill Operations Permit renewal submitted to FDEP in August of 2021 as well as submitting Cell 1B Construction bid documents in October of 2021, please describe your approach and provide a schedule to meet these deadlines.	25	**24**	**25**	**23**
What are critical decision points and/or milestones in your approach/schedule and how will you manage them?	20	**19**	**20**	**18**
Regarding constructability of Cell 1B, are there any design criteria and/or construction techniques which could be utilized to expedite construction?	20	**19**	**20**	**18**
Describe your firm's performance with respect to controlling costs, quality of work and your ability to meet schedules.	20	**19**	**20**	**18**
What is your current workload and how will this project fit into this load?	15	**14**	**15**	**13**
Total(s)	**100**	**95**	**100**	**90**
Rank		**2**	**1**	**3**

Derek Fox

SCORE SHEET **Selection Criteria** [FINAL RANKING]	Pts	Jones Edmunds & Associates,	HDR Engineering, Inc.	SCS Engineers, Florida
Considering the intent to have the Landfill Operations Permit renewal submitted to FDEP in August of 2021 as well as submitting Cell 1B Construction bid documents in October of 2021, please describe your approach and provide a schedule to meet these deadlines.	25	**24**	**25**	**24**
What are critical decision points and/or milestones in your approach/schedule and how will you manage them?	20	**20**	**19**	**18**
Regarding constructability of Cell 1B, are there any design criteria and/or construction techniques which could be utilized to expedite construction?	20	**20**	**19**	**20**
Describe your firm's performance with respect to controlling costs, quality of work and your ability to meet schedules.	20	**19**	**19**	**20**
What is your current workload and how will this project fit into this load?	15	**15**	**15**	**14**
Total(s)	**100**	**98**	**97**	**96**
Rank		**1**	**2**	**3**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Memo To File

FROM: Patrick Johnson, Director, Waste Services Department

DATE: May 21, 2020

RE: Section V Cell IB Design, Permitting and Construction

With respect to meeting future waste disposal capacity needs for Escambia County, a solicitation was advertised for Section V Cell 1B Design on January 23, 2020. Upon conclusion of solicitation, scope and fee were negotiated.

In accordance with the waste capacity analysis timeline conducted December/2019, the current end of life for existing disposal Cell 1A is January/2024. This analysis was generated based on a certain estimated volume of waste within a 12-month time period. The estimated volume of waste could increase within the next subsequent 12-month periods, thereby reducing this timeline. In order to meet the January/2024 deadline, staff included in the scope of work for Cell 1B footprint for the Cell to be designed and constructed in two sub-cells, approximately 10 acres each. Design and construction of two individual sub-cells will expedite the availability of waste disposal capacity. Consequently, the first sub-cell can be certified by Florida Department of Environmental Protection (FDEP) to accept waste prior to the second sub-cell being completed.

Scope of Work includes generating specifications for direct purchase of all geomembrane liner and drainage materials to be delivered prior to construction contract award for actual Cell construction. Direct purchase of liner/drainage materials ahead of Cell construction is recommended to allow for manufacturing and laboratory testing of materials prior to installation. A 120-day lead time is recommended to allow for this process. Having material on site prior to Cell construction contract award will allow for most efficient use of time available for construction.

Additionally, this work includes the renewal of the Perdido Landfill Operating Permit. This permit will expire October/2021 with a planned renewal submittal date of August 2021. Per FDEP, Section V Cell 1B design requires an Operating Permit Modification. This design task coincides with the Operation Permit renewal schedule. Efficiencies are gained to combine these efforts into one project. This approach was used successfully with the prior cell design/permit renewal efforts approved by the Board of County Commissioners in December/2015.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18187 **County Administrator's Report 11. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Crockett Street Drainage Improvements Phase II
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Crockett Street Drainage Improvements Phase II - Joy Jones, P.E., Engineering Department Director thru Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board Approve and Authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 19-20.068, Crockett Street Drainage Improvements Phase II for Services, in the amount of $266,495:

Vender/Contractor	Funding	Amount	Contract Number
Site and Utility, LLC	Fund: Name: Lost IV Fund Number: 353 Cost Center:210106 Object Code:56301 Project #19EN0535:	$266,495	PD 19-20.068

This project is located in Commission District 5.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Site and Utility Submittal
- Recommendation to Award Determination Checklist

BACKGROUND:

The Crockett Street and Crestfield Circle Drainage Improvements Project located within District 5 was developed and designed to reduce flooding along West Roberts Road and Crockett Street. This project has two phases and construction funding became available in different financial years. Phase I expanded the regional storm water pond called Blue Pit and provided outfall structures and improvements along Pine Forest Road.

This project, Phase II, involves drainage improvements along Crockett Street and West Roberts Road through an area of unopened right-of-way that extends south of West Roberts Road into the Blue Pit Pond via outfall structures that were constructed during Phase I. Phase II includes installing approximately 1400 linear feet of storm water pipe along with accompanying drainage structures. Phase II is expected to be constructed within 180 days after the Notice to Proceed, depending on weather.

The Invitation to Bid (ITB) PD 19-20. 068, Crockett Street Drainage Improvements Phase II, was publicly noticed on May 26, 2020. It was sent to 78 unique firms via Vendor Registry. Responses were received from eight firms on July 25, 2020. This Contract was awarded to the Low-Bidder.

BUDGETARY IMPACT:

Vender/Contractor	Funding	Amount	Contract Number
Site and Utility, LLC	Fund: Name: Lost IV Fund Number: 353 Cost Center:210106 Object Code:56301 Project #19EN0535:	$266,495	PD 19-20.068

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D, Road & Drainage was used.

PERSONNEL:

All work associated with this Recomendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Fl 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form D, Road & Drainage and Purchase Order.

Attachments

PD 19-20.068 Crockett Street Drainage Improvements Phase 2 ITB

PD 19-20.068 Bid Tab Under Review

PD 19-20.068 Crockett Site & Utility, LLC. Contract

FESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Crockett Street Drainage Improvements Phase II
Specification Number PD 19-20.068

BIDS WILL BE RECEIVED UNTIL: June 25, 2020 at 2:00 p.m. CST

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32591

A non-mandatory Pre-Solicitation Conference will be held by the Office of Purchasing , at **10:00 AM CDT, June 11, 2020.** This Pre-Solicitation conference will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Email: Lgordon@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

(a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

(b) "Local Business" Defined:

For the purposes of this section, "local Business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address with Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.

(c) **Certification:**

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) **Preference in purchase of commodities and services by means of competitive bid:**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five (5) percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five (5) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four (4) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) **Waiver of the application of local preference:**

The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) **Limitations:**

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) **Penalties:**

(1) Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

(2) Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of Good Faith:

The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Crockett Street Drainage Improvements Phase II
SPECIFICATION PD 19-20.068

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer, and Bid Form, with Original Signature. Photocopies of this form will not be accepted.
- Excel Spreadsheet Bid Tabulation Form
- Bid Surety (Bond, Check, Etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:

- Letter from Insurance Carrier as Specified in the "Insurance Requirements."
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(S), Certification(S) and/or Registration(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID

If you do not wish to bid at this time, please remove the bidder Solicitation, Offer and Bid Form from the bid solicitation package and enter No Bid in the **"Reason for No Bid"** block, your company's name, address, signature, and return the bidder Solicitation, Offer and Bid Form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.

DO NOT RETURN THIS FORM WITH YOUR BID.

Crockett Street Drainage Improvements Phase II
PD 19-20.068

TABLE OF CONTENTS
Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Attachments: (In Vendor Registry)

Attachment 1: County Technical Specifications
Attachment 2: Bid Form Phase 2
Attachment 3: Plans Proposed for Crocket Street Drainage Improvements Phase 2 -Issued for Bid May 2020

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 S. Palafox Place, Pensacola,
FL 32502 Pensacola, FL 32502
Phone No: (850)595-4987

Escambia County Florida
Invitation to Bid

Crockett Street Drainage Improvements Phase II
Solicitation Number: PD 19-20.068

SOLICITATION

MAILING DATE: 5/26/2020

A non-mandatory Pre-Solicitation Conference will be held by the Office of Purchasing , at **10:00 AM CDT, June 11, 2020.** This Pre-Solicitation conference will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature. **All bidders are encouraged to attend**

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, June 25, 2020 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

*****Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.***

Bid Form **Base Bid $**_____

Both this Bid Form and the one below must be filled completely

Item Number	Item	Estimated Quantity	Unit	Unit Price	Line Item Total
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Clearing and Grubbing	0.25	AC		
4	Demolition	1	LS		
5	Earthwork Excavation By Machine	455	CY		
6	Earthwork Excavate, Haul, and Install On-site	650	CY		
7	Saw Cut Existing Concrete, up to 6" Thick	24	LF		
8	Rubbilize Existing Concrete Swale, relocate and Install on-site	1	LS		
9	Install Wood Skimmer	1	LS		
10	Cut and Patch Gravel Driveway	197	SY		
11	1.5" Type SP-12.5 Asphalt Driveway	24	SY		
12	4" Fiber Reinforced Concrete Driveway	114	SY		
13	Lateral Pavement Patch per County Detail (6" GAB)	268	SY		
14	8" Stabilized Subgrade	138	SY		
15	FDOT Type F Curb and Gutter	67	LF		
16	Fiber Reinforced Concrete Flume	11	SY		
17	Fiber Reinforced Concrete Ditch	660	SY		
18	7' Dia. FDOT Type J Bottom, 6'-12' Deep	1	EA		
19	4' Dia. Stormwater Manhole, 0'-6' Deep	1	EA		
20	4' Dia. Stormwater Manhole, 6'-12' Deep	4	EA		
21	FDOT Type G Ditch Bottom Inlet, 6'-12' Deep	1	EA		
22	FDOT Type D Ditch Bottom Inlet, 0'-6' Deep	1	EA		
23	Connect to Existing Storm Structure	2	EA		
24	18" RCP, 0'-6' Deep	25	LF25		
25	24" RCP, 6'-12' Deep	1479	LF		
26	14"x23" ERCP, 0'-6' Deep	31	LF		
27	19"x30" ERCP, 6'-12' Deep	71	LF		
28	24"x38" ERCP, 0'-6' Deep	159	LF		
29	18" MES	1	EA		
30	14 X23 MES	2	EA		
31	19"x30" MES	1	EA		
32	24"x38" MES	5	EA		
33	Relocate Fire Hydrant	1	EA		
34	Relocated 6" Crepe Myrtle	3	EA		
35	Sod	2480	SY		
36	Seed and Mulch	4563	SY		
				TOTAL BID =	

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS
Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

County Permits/Fees required for this project:
_____
_____
_____
_____

Bidder:_____

By:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone_____

Fax_____

E-Mail Address:_____

Person to contact for emergency service:

_____

Phone_____

Cell_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid

The work shall be substantially completed within **One Hundred & Fifty (150) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included above within One Hundred **Eighty (180**) **Consecutive Calendar Days** from the date of Notice to Proceed. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

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

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ _____
Vice President: _____
Director: _____ _____
Other: _____
Treasurer: _____
Secretary:

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.068, " Crockett Street Drainage Improvements Phase 2", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions:

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Scope of Work Summary:

The intersection of Crockett Street and West Roberts Road has a history of extensive flooding. This project phase involves drainage improvements along Crockett Street and West Roberts Road through an area of unopened right-of -way that extends South of West Roberts Road into the Blue Pit Pond outfall structures. Phase I expanded the regional storm water pond called Blue Pit and provided outfall structures and improvements along Pine Forest Rd.

Phase II consists of installing approximately 1400 linear feet of storm water pipe along with accompanying drainage structures. This project phase shall be substantially complete within **120 calendar days** from the issuance of a Notice to Proceed. The bidder agrees to complete all work within **30 days** consecutive days from the date of substantial completion for a total project time of **150 days. Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.**

Related Documents:

All Construction shall comply with:

The Escambia County Technical Specifications, latest edition, and all interim standards that apply to these additions.

The Florida Department of Transportation Design Standards and latest revision as noted with in project plan details.

All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual.

Licenses/Certifications:

General Contractors License

Underground Utilities License

Work Zone Safety Traffic Supervisor Certifications

Certified Stormwater Management Inspector

Contract Time & Liquidated Damages:

The Work shall be substantially completed within **One Hundred Fifty (120) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included within **Thirty (30) Consecutive Calendar Days** from the date of Substantial Completion. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.**

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and bid form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed to Lawrence A. Gordon, Purchasing Specialist, E-mail: Lagordon@myescambia.com . **Last day for questions will be June 16, 2020 at 5:00 P.M., CDT.**

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form and Excel Spreadsheet, which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held by the Office of Purchasing , at **10:00 AM CDT, June 11, 2020.** This Pre-Solicitation conference will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature. **All bidders are encouraged to attend**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor,

Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial

size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Lawrence A. Gordon, Purchasing Specialist
   Office of Purchasing, Room 11.101
   Pensacola, FL 32591

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **150** calendar days
*B. Liquidated Damages at **$1000.00** for each calendar day
Section 6
Section 7 *A. Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: John Rosenau/ Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **Two (2)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

Bid Tab Under Review									
Bid Tabulation	**Solicitation Number:** PD 19-20.068 **Solicitation Name:** Crockett Street Drainage Improvements Phase ll								
Bid Opening Time: 3:30 PM CST **Bid Opening Date:** 6/25/2020 **Bid Opening Location:** Teams Meeting **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Site and Utility , LLC		Y	y	Y	Y	Y	Y	Y	$266,495.00
J.Miller Construction, Inc.		Y	Y	Y	Y	Y	Y	Y	$269,216.00
Principle Properties, Inc.		Y	Y	Y	Y	Y	Y	Y	$277,422.00
B&W Utilities, Inc.		Y	Y	Y	Y	Y	Y	Y	$289,278.95
Brown Construction (of NWF)		Y	Y	Y	Y	Y	Y	Y	$323,083.18
Pensacola Concrete Construction Co., Inc.		Y	Y	Y	Y	Y	Y	Y	$331,836.82
Roads, Inc of NWF		Y	Y	Y	Y	Y	Y	Y	$350,369.09
Chavers Construction , Inc.		Y	Y	Y	Y	Y	Y	Y	$371,905.51
Bids Opened By:	Lawrence Gordon			**Date:**	6/25/2020	**Status:**			
Bids Tabulated By:	Lawrence Gordon			**Date:**	6/25/2020	UNDER REVIEW			
Bids Witnessed By:	John Rosenau			**Date:**	6/25/2020	**CAR Date:**	TBD	**BCC Date:**	TBD

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** TBD

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 06/26/2020 **Form Completed By:** **LAG**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

SITE AND UTILITY, LLC

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit I/Technical Specifications		
Exhibit J/Supplemental Terms and Conditions		
Exhibit K/Federal Documents (if applicable)		
Exhibit L/Solicitation Documents Index		

NOTE: Please see Section 6/ Exhibits Incorporated/For documents that are expressly agreed to be incorporated by reference and made a part of this Agreement. (RE: Exhibit H/Working Drawings, Exhibit I/Technical Specifications, Exhibit J/Supplemental Terms and Conditions, Exhibit K/ Exhibit L/Solicitation Documents Index)

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND SITE AND UTILITY, LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Site and Utility, LLC, a Limited Liability Corporation for profit, to perform all work ("Work") in connection with PD 19-20.068 (Crockett Street Drainage Improvements Phase II) , as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement.

CONTRACT AMOUNT = $ 266,495.00

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within **ten (10)** calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **ONE HUNDRED TWENTY (120)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **THIRTY (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **ONE HUNDRED FIFTY (150)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$ 1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which

it is intended. Along with such certification, the Architect shall compile a “punch list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Sollicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

ENGINEERING / PUBLIC WORKS
3363 WEST PARK PALCE
PENSACOLA FLORIDA 32505
Attention: JOHN ROSENAU / ENGINEERING PROJECT MANAGER

B. All correspondence with the Contractor will be addressed to the following:

SITE AND UTILITY, LLC
403 CAROLINA DRIVE
PENSACOLA, FLORIDA 32534

ATTENTION: BOBBY GODFREY / VICE-PRESIDENT

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to

maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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 CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Site and Utility, LLC signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Janice P. Gilley, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Site and Utility, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit FOUR (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500-foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect, and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Oblige in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness _____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Lawrence A. Gordon Purchasing Specialist
   Office of Purchasing
   Matt Langley Bell lll Building
   213 S. Palafox Place, 2nd Floor
   Pensacola, FL 32502
   Phone: (850) 595-4987
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for workplace safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	$_____	_____
Sum of Previous Changes	$_____	_____
This Change Order	$_____	_____

Adjusted Agreement Amount	$_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ‘ PbX(Id-Ib) where:

Pa ‘ Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ‘ Bid unit price for Bituminous Material.

Id ‘ Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ‘ Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18205 **County Administrator's Report 11. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Exercising the First of Two Possible One-Year Renewal Periods for PD 18-19.041, Inmate Goods and Cleaning Supplies
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Exercising the First of Two Possible One-Year Renewal Periods for PD 18-19.041, Inmate Goods and Cleaning Supplies - William R. Powell, Department Director, Escambia County Corrections, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the first of two possible one-year renewals for an Indefinite Quantity, Indefinite Delivery, Multiple Awards Contract for PD 18-19.041, Inmate Goods and Cleaning Supplies, for a term of 12 months, effective August 1, 2020, for the Agreements between Escambia County and the following firms that did not request a price increase:

- Charm-Tex;
- Dees Paper Company, Inc.;
- Hill Manufacturing Company, Inc.;
- Supreme Paper Supplies, LLC.

B. Approve the first of two possible one-year renewals for an Indefinite Quantity, Indefinite Delivery, Multiple Awards Contract for PD 18-19.041, Inmate Goods and Cleaning Supplies, for a term of 12 months, effective August 1, 2020, for the Agreements between Escambia County and the following firms that requested price increases for some of the 374 items on the price list. These increases were reviewed and approved by the Corrections Department:

- Bob Barker Company, Inc., asked for changes to 255 items which, if all items were ordered from Bob Barker, would result in an estimated increase in pricing of 4.2% ($2,119.10);

- Charles Neely Corporation d/b/a PR Chemical and Paper Supply, asked for price changes on just three items which, if all three were ordered from this firm would result in an increase of 1.8% ($486.60);
- Interboro Packaging Corporation requested a price increase for three items which, if all three items were ordered from this firm would result in an increase of 14.9% but is only $113.11; and
- Merchants Paper Company, Inc., requested a price increase for nine items which, if all nine were ordered from this firm would result in an increase of 1.9% ($249.59).

Vendor	Funding	Solicitation
• Bob Barker Company, Inc. • Charm-Tex • Charles Neely Corporation d/b/a PR Chemical and Paper Supply • Dees Paper Company, Inc. • Hill Manufacturing Company, Inc. • Interboro Packaging Corporation • Merchants Paper Company, Inc. • Supreme Paper Supplies, LLC	Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies	PD 18-19.041 Inmate Goods and Cleaning Supplies
	Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies	
	Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies	
	Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies	

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Agreements Fully Executed (One each for the eight firms listed above)

BACKGROUND:

An Invitation to Bid PD 18-19.041, Inmate Goods and Cleaning Supplies, was publicly noticed on May 6, 2019, and was distributed via Vendor Registry to 120 firms. The solicitation was viewed and downloaded by 70 firms. Responses were received from nine responsive bidders on June 6, 2019, and prices from all nine are accepted by the Corrections Department. The Inmate Goods and Cleaning Supplies agreement will be used by the Corrections Department to obtain pricing for products utilized throughout the year based on the bid amounts from each firm. The initial award of this contract does not guarantees the issuance of a Purchase Order. The Bid Form Unit Price List will be used to determine the lowest cost associated with an item and Purchase Orders will be issued to the lowest contractor bid capable of meeting the needs and schedule for delivery of a product.

BUDGETARY IMPACT:

Vendors	Funding	Solicitation	Amount
• Bob Barker Company, Inc. • Charm-Tex • Charles Neely Corporation d/b/a PR Chemical and Paper Supply • Dees Paper Company, Inc. • Hill Manufacturing Company, Inc. • Interboro Packaging Corporation • Merchants Paper Company, Inc. • Supreme Paper Supplies, LLC	Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies	PD 18-19.041 Inmate Goods and Cleaning Supplies	
	Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies		
	Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies		
	Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies		

	Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies		

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreements prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Corrections Department will administer the Inmate Goods and Cleaning Supplies Agreement while the Office of Purchasing will issue the Agreements and the Purchase Orders.

Attachments

Price Increase Request Charles Neely dba PR Supply
Price Increase Request Merchants Paper
Price Increase Request Interboro Packaging
Price Increase Request Bob Barker
Original Board Award

Amy Lawson Dust Mop Handle Increase

From: Triple S HQ <info@triple-s.com>
Sent: Monday, June 1, 2020 8:00 AM
To: ops@pr-supply.com
Subject: Golden Star Price Adjustment

TRIPLE S

June 1, 2020

Golden Star Price Adjustment

Effective July 1, 2020

As mentioned in our March Price Adjustment Notice, Golden Star will be increasing prices between 4.7-5.0% effective July 1, 2020. The adjustment is necessary due to tariffs and other import costs. The adjustment impacts the following product categories:

- Brooms
- Carpet Cleaning Pads
- Microfiber: Dust Mops, Wet Mops, Frames
- Mopping Combo
- Traditional Dust Mops, Frames, Handles, Disposable, Triangular
- Traditional Finish, Wet Mops

The following categories are NOT impacted by the adjustment:

- Blockade Wet Mops
- Endless Twist Mops
- Finish Wet Mops (blue & white)
- Industrial Wet Looped Mops
- Microfiber Cloths
- SuperSorb Wet Mops
- Synthetic Dust Wet Mops

Group and Industrial Price Books
If you would like to have printed copies of the Golden Star Group Price List (32 pages) or Industrial Price List mailed to you, please let us know. A price file is also available for upload.

If you have any questions, please contact your Golden Star rep or our office.

Kind regards,

James Keough
VP Marketing

RDC Addendum

Group Price List

Glove Increase

This is being sent to customers with disposable glove backorders today.

Disposable Glove Update

Dear Valued Customer,

Since March 1st our disposable gloves have been on allocation to existing glove customers and we have not accepted new business. Unfortunately due to an ongoing shortage of supply, our allocation process has accumulated some backorders that we are unable to fill. Consequently, we are cancelling all backorders for disposable gloves, including those that you currently have with Impact.

We regret the need to take this action, however the disposable glove industry is experiencing critical challenges in fulfilling orders. Lead times are greatly extended, and pricing volatility is unprecedented:

- Demand has increased sharply worldwide.
- Shipments are being delayed due to new export regulations implemented by the Chinese government.
- Governments are requiring that a certain percentage of production of gloves manufactured in Southeast Asia be allocated for local use.
- Factories are experiencing increases in raw material and labor costs.
- We are receiving significant price increases on all types of disposable gloves even on existing orders; future orders are not being priced until time of production.

As we manage through these challenges, we are making changes to both our allocation and pricing policies for disposable gloves:

- **Allocation:** Beginning June 1st, we will be evaluating our inventory of disposable gloves each week. Customers will then be allocated a

percentage of the available inventory, up to their average weekly usage, based on their previous purchases of each available SKU.

- **Pricing:** Due to the extreme volatility in disposable glove pricing, we are implementing a market price policy. Disposable glove pricing will be adjusted up or down each month based on the cost of arriving inventory to support orders. We will be mailing new contract pricing next week with an effective date of July 6, 2020; moving forward we will make every effort to provide you with 30 days prior notification of new pricing.

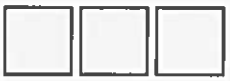
Certainly this is new ground for all of us. We thank you for your understanding, patience, and for your continued business as we navigate through these unusual times.

If you have any questions, please reach out to your Impact sales manager, customer service at **customerservice@impact-products.com**, or me.

Sincerely,

Chris Tricozzi
Vice President, Sales

For More Information



Impact Products, LLC | 2840 Centennial Road, Toledo, OH 43617

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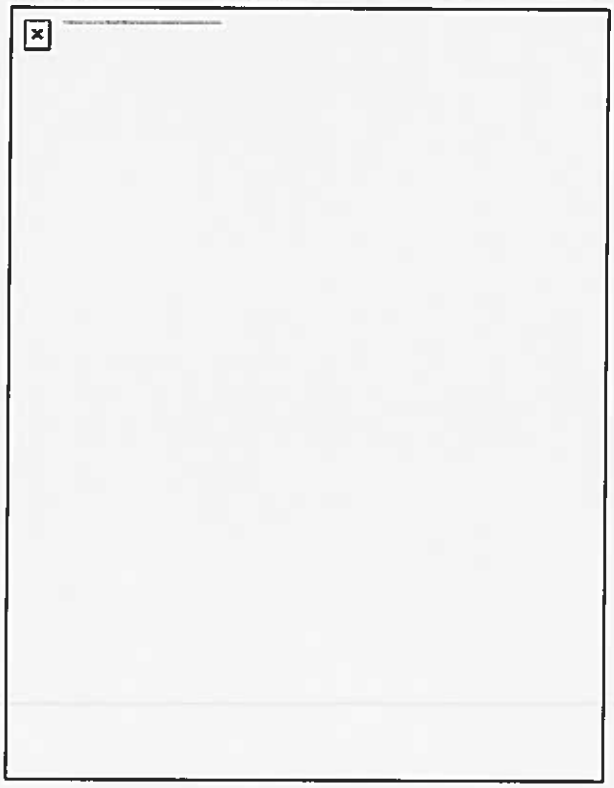
Sent by noreply@impact-products.com in collaboration with

Trigger issue

May 12, 2020

Dear Customer,

The significant increase in cleaning – especially of high touch surfaces – has created an unprecedented demand for bottles and trigger sprayers. Many of our trigger sprayers are produced in Southeast Asia, and the extended shutdown of factories due to the Covid pandemic, has put even more strain on our supply chain in this category.



To help you meet this very real demand from your customers, we are making available retail trigger sprayers. These sprayers, while retail in style, will be more than adequate to meet the immediate needs of your customers. This style has three spray positions: cone, stream, and off, and the dip tube length may be slightly different than the item you normally buy.

A flyer detailing the retail sprayers triggers is attached. **We are asking that you allow us to fill your backorder with this item until such time we are able to replenish our supply of the item you normally purchase from us. This item is only available in full case quantity of 450, so we will round your order quantity up to the nearest full case quantity.**

Please email me with your approval at your earliest convenience.

Thank you and Best Regards,

JoAnn Maag
Director, Customer Service
custserv@impact-products.com
800-333-1541

Click Here to Download the Above Flyer.

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron		25		
24x33 Trash liners 18 micron		8		
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle	RDC-37378-EA	8	$8.06	LETTER ATTACHED

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10		
Kutol Sanitizer 1000ml		10		
Paper Towel Premium 8" 600'6/case		8		
Bleach EPA PureBright 6/case		16		
Fabuloso Cleaner Deodorizer 1 gal		16		
Spartan Consume Enzyme Cleaner		2		
SSS Looped Mop Head Blended XLG		24		
Sparten Sparclean SuperSuds QT 12/CS		1		
Acid Resistant Pump Sprayer 2GL		1		
Green Scrub Pad 20/cs		3		
Cord Bound Broom		15		
Brown Roll Towel 8"x800' Starcut		5		
Bag, Zippit 6x8 1000/CS 2 mil		2		
Wiper, White Cotton Rag		4		
Spartan Endurastrip Floor Stripper 5 gal		1		
Spartan Premium Wood Polish 12/CS		12		
Lobby Dust Pan, Long Handle		2		
Spartan Sparclean Supersuds 1/GL		12		
Floor Pad 20" Black		10		
Floor Pad 20" Red		10		
Floor Pad 20" Natural Hair		25		
Gym Wipes Refill Bag 2/1000 per case		4		
Spartan Chlorine Bleach 5/Gal		20		
Vacuum Bag, Tornado 6 qt		5		
Sprayer Trigger 10" Tube		30	$0.93	LETTER ATTACHED
Invader Fiberglass Mop Handle		10		
Bottle, QT newstyle		15		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12		
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33	$72.50	LETTER IS ATTACHED
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8		
Grocery bag husky 20# 500 cs 2/250		4		
8.5x11 white copy paper 5m/cs 10 reams per case		40		
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2		
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deodorant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)		8		
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Company Name Charles Neely dba PR Supply

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20		
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case	BWK 6145	120	30.35	3642.00
Junior Jumbo TT Double layer Big Roll 12/1000'	JRT002	78	19.70	1536.60
Tissue Junior Jumbo premium Big Roll 12/1000'	JRT002	6	19.70	118.20
40x48 Trash Linens 22 micron	MR4048MC	25	20.05	506.25
24x33 Trash liners 18 micron	MR24330MC	8	19.08	152.64
Towel M/F Brown 4000/cs	B925N	15	15.60	234.00
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3	60.90	182.70
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3	77.15	231.45
HD Down-Press bucket 35 qt Combo		4	57.45	229.80
Wavebrake Downpress Mop bucket 35 qt		2	109.65	219.30
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8	4.95	39.60
60" Dust mop Handle		8	5.65	45.20

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10	31.95	319.50
Kutol Sanitizer 1000ml		10	48.85	488.50
Paper Towel Premium 8" 600'6/case	GEN1825	8	19.65	157.20
Bleach EPA PureBright 6/case		16	14.50	232.00
Fabuloso Cleaner Deodorizer 1 gal		16	11.15	178.40
Spartan Consume Enzyme Cleaner		2		
SSS Looped Mop Head Blended XLG		24		
Sparten Sparclean SuperSuds QT 12/CS		1		
Acid Resistant Pump Sprayer 2GL		1		
Green Scrub Pad 20/cs		3	5.35	16.05
Cord Bound Broom		15	6.25	93.78
Brown Roll Towel 8"x800' Starcut		5		
Bag, Zippit 6x8 1000/CS 2 mil	F20608	2	24.95	49.90
Wiper, White Cotton Rag		4	16.10	64.40
Spartan Endurastrip Floor Stripper 5 gal		1		
Spartan Premium Wood Polish 12/CS		12		
Lobby Dust Pan, Long Handle		2	6.25	12.50
Spartan Sparclean Supersuds 1/GL		12		
Floor Pad 20" Black		10	18.65	186.50
Floor Pad 20" Red		10	18.65	186.50
Floor Pad 20" Natural Hair		25	19.75	493.75
Gym Wipes Refill Bag 2/1000 per case		4	96.01	384.04
Spartan Chlorine Bleach 5/Gal		20		
Vacuum Bag, Tornado 6 qt		5		
Sprayer Trigger 10" Tube		30	1.25	37.50
Invader Fiberglass Mop Handle		10	19.65	196.50
Bottle, QT newstyle		15	.85	12.75

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12		
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33	4.95	163.35
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8	49.85	398.80
Grocery bag husky 20# 500 cs 2/250		4	29.07	116.28
8.5x11 white copy paper 5m/cs 10 reams per case	UNV21200	40	33.95	1358.00
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2	41.65	83.30
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)	4100	12	21.85	262.20
Black Can Liners 40x46 (case of 100)	EC404612K	8	19.55	156.40
J-cups (case of 1000)	8J8	1	21.75	21.75
Tork Hand towell Roll for Dispensers (case)	290088	2	45.15	90.30
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Company Name MERCHANTS PAPER COPMANY

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20		
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	12897.89

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron	Item #1A	25	$18.95	$473.75
24x33 Trash liners 18 micron	Item #2A	8	$33.14	$265.12
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10		
Kutol Sanitizer 1000ml		10		
Paper Towel Premium 8" 600'6/case		8		
Bleach EPA PureBright 6/case		16		
Fabuloso Cleaner Deodorizer 1 gal		16		
Spartan Consume Enzyme Cleaner		2		
SSS Looped Mop Head Blended XLG		24		
Sparten Sparclean SuperSuds QT 12/CS		1		
Acid Resistant Pump Sprayer 2GL		1		
Green Scrub Pad 20/cs		3		
Cord Bound Broom		15		
Brown Roll Towel 8"x800' Starcut		5		
Bag, Zippit 6x8 1000/CS 2 mil		2		
Wiper, White Cotton Rag		4		
Spartan Endurastrip Floor Stripper 5 gal		1		
Spartan Premium Wood Polish 12/CS		12		
Lobby Dust Pan, Long Handle		2		
Spartan Sparclean Supersuds 1/GL		12		
Floor Pad 20" Black		10		
Floor Pad 20" Red		10		
Floor Pad 20" Natural Hair		25		
Gym Wipes Refill Bag 2/1000 per case		4		
Spartan Chlorine Bleach 5/Gal		20		
Vacuum Bag, Tornado 6 qt		5		
Sprayer Trigger 10" Tube		30		
Invader Fiberglass Mop Handle		10		
Bottle, QT newstyle		15		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12		
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33		
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8		
Grocery bag husky 20# 500 cs 2/250		4		
8.5x11 white copy paper 5m/cs 10 reams per case		40		
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2		
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)	Item #3A	8	$16.08	$128.64
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Company Name Interboro Packaging

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20		
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	$867.51

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

Company Name **Bob Barker Company**

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen	SH5490N	33	25.45	839.85
Bed Sheets Brown180 thread count sheets dozen	SH5890BRP	1	41.05	41.05
Bath Towels White 8lb, dozen	BT8	17	17.77	302.09
Washclothes White 12x12, dozen	WC1212	100	1.89	189.00
Jumpsuits Triple Stitch/Dark Green/ Medium	24220-SIZE	12	12.75	153.00
Jumpsuits Triple Stitch/Dark Green/ Large	24220-SIZE	30	12.75	382.50
Jumpsuits Triple Stitch/Dark Green/XL	24220-SIZE	30	12.75	382.50
Jumpsuits Triple Stitch/Dark Green/2XL	24220-SIZE	30	12.75	382.50
Jumpsuits Triple Stitch/Dark Green/3XL	24220-SIZE	30	12.75	382.50
JumpsuitsTriple Stitch/Dark Green/4XL	24220-SIZE	24	12.75	306.00
Jumpsuits Triple Stitch/Dark Green/6XL	24220-SIZE	12	12.75	153.00
Jumpsuits Triple Stitch/Dark Green/8XL	24220-SIZE	4	12.75	51.
Jumpsuits Triple Stitch/Dark Green/10XL	24220-SIZE	2	12.75	25.50
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters	SILSCREEN	1	.52	.52
Jumpsuits Triple Stitch/Orange/Medium	OJS-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch/Orange/Large	OJS-SIZE	5	12.75	63.75
Jumpsuits Triple Stitch/Orange/XL	OJS-SIZE	5	12.75	63.75
Jumpsuits Triple Stitch/Orange/2XL	OJS-SIZE	5	12.75	63.75
Jumpsuits Triple Stitch/Orange/3XL	OJS-SIZE	6	12.75	76.50
Jumpsuits Triple Stitch/Orange/4XL	OJS-SIZE	6	12.75	76.50
Jumpsuits Triple Stitch/Orange/6XL	OJS-SIZE	4	12.75	51.00
Jumpsuits Triple Stitch/Orange/8XL	OJS-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch/Orange/10XL	OJS-SIZE	1	12.75	12.75
Jumpsuits Triple Stitch/Red/ Medium	24217-SIZE	1	12.75	12.75

Company Name **Bob Barker Company**

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large	24217-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch/Red/XL	24217-SIZE	4	12.75	51.00
Jumpsuits Triple Stitch/Red/2XL	24217-SIZE	6	12.75	76.50
Jumpsuits Triple Stitch/Red/3XL	24217-SIZE	6	12.75	76.50
Jumpsuits Triple Stitch/Red/4XL	24217-SIZE	4	12.75	51.00
Jumpsuits Triple Stitch/Red/5XL	24217-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch/Red/6XL	24217-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch/Red/8XL	24217-SIZE	1	12.75	12.75
Jumpsuits Triple Stitch/Red/10XL	24217-SIZE	1	12.75	12.75
Jumpsuits Triple Stitch Green/White Stripe Medium	GWJ-SIZE	1	12.75	12.75
Jumpsuits Triple Stitch Green/White Stripe Large	GWJ-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch Green/White Stripe XL	GWJ-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch Green/White Stripe 2XL	GWJ-SIZE	3	12.75	38.25
Jumpsuits Triple Stitch Green/White Stripe 3XL	GWJ-SIZE	3	12.75	38.25
Jumpsuits Triple Stitch Green/White Stripe 4XL	GWJ-SIZE	3	12.75	38.25
Jumpsuits Triple Stitch Green/White Stripe 5XL	GWJ-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch Green/White Stripe 6XL	GWJ-SIZE	2	12.75	25.50
Jumpsuits Triple Stitch Green/White Stripe 8XL	GWJ-SIZE	1	12.75	12.75
Jumpsuits Triple Stitch Green/White Stripe 10XL	GWJ-SIZE	1	12.75	12.75
Shirt Triple Stitch Black/White Stripe/Small	TBWS-SIZE	1	5.05	5.05
Shirt Triple Stitch Black/White Stripe/Medium	TBWS-SIZE	2	5.05	10.10
Shirt Triple Stitch Black/White Stripe/Large	TBWS-SIZE	4	5.25	21.00
Shirt Triple Stitch Black/White Stripe/XL	TBWS-SIZE	8	5.25	42.00
Shirt Triple Stitch Black/White Stripe/2XL	TBWS-SIZE	8	5.65	45.20

Company Name_____

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL	TBWS-SIZE	8	5.65	45.20
Shirt Triple Stitch Black/White Stripe/4XL	TBWS-SIZE	6	5.65	33.90
Shirt Triple Stitch Black/White Stripe/6XL	TBWS-SIZE	1	5.65	5.65
Shirt Triple Stitch Black/White Stripe/8XL	TBWS-SIZE	1	6.95	6.95
Shirt Triple Stitch Black/White Stripe/10XL	TBWS-SIZE	1	7.85	7.85
Shirt Triple Stitch Dark Green Small	TGS-SIZE	2	5.05	10.10
Shirt Triple Stitch Dark Green Medium	TGS-SIZE	10	5.05	50.50
Shirt Triple Stitch Dark Green Large	TGS-SIZE	10	5.15	51.50
Shirt Triple Stitch Dark Green XL	TGS-SIZE	10	5.25	52.50
Shirt Triple Stitch Dark Green 2XL	TGS-SIZE	6	5.25	31.50
Shirt Triple Stitch Dark Green 3XL	TGS-SIZE	6	5.50	33.00
Shirt Triple Stitch Dark Green 4XL	TGS-SIZE	6	5.50	33.00
Shirt Triple Stitch Dark Green 6XL	TGS-SIZE	2	5.65	11.30
Shirt Triple Stitch Dark Green 8XL	TGS-SIZE	1	5.65	5.65
Shirt Triple Stitch Dark Green 10XL	TGS-SIZE	1	6.95	6.95
Pants Triple Stitch Black White Stripe/Small	TBWT-SIZE	1	6.09	6.09
Pants Triple Stitch Black/WhiteStripe/Medium	TBWT-SIZE	2	6.09	12.18
Pants Triple Stitch Black/White Stripe/Large	TBWT-SIZE	4	6.09	24.36
Pants Triple Stitch Black/White Stripe/XL	TBWT-SIZE	8	6.09	48.72
Pants Triple Stitch Black/White Stripe/2XL	TBWT-SIZE	8	6.09	48.72
Pants Triple Stitch Black/White Stripe/3XL	TBWT-SIZE	8	6.09	48.72
Pants Triple Stitch Black/White Stripe/4XL	TBWT-SIZE	6	6.50	39.00
Pants Triple Stitch Black/White Stripe/6XL	TBWT-SIZE	1	6.50	6.50
Pants Triple Stitch Black/White Stripe/8XL	TBWT-SIZE	1	7.85	7.85
Pants Triple Stitch Black/White Stripe/10XL	TBWT-SIZE	1	7.85	7.85

Company Name BOB BARKER COMPANY, INC

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small	TGT-SIZE	2	6.09	12.18
Pants Triple Stitch Dark Green Medium	TGT-SIZE	10	6.09	60.90
Pants Triple Stitch Dark Green Large	TGT-SIZE	10	6.09	60.90
Pants Triple Stitch Dark Green XL	TGT-SIZE	10	6.09	60.90
Pants Triple Stitch Dark Green 2XL	TGT-SIZE	6	6.09	36.54
Pants Triple Stitch Dark Green 3XL	TGT-SIZE	6	6.09	36.54
Pants Triple Stitch Dark Green 4XL	TGT-SIZE	2	6.50	13.00
Pants Triple Stitch Dark Green 6XL	TGT-SIZE	2	6.50	13.00
Pants Triple Stitch Dark Green 8XL	TGT-SIZE	1	7.85	7.85
Pants Triple Stitch Dark Green 10XL	TGT-SIZE	1	7.85	7.85
Pants Triple Stitch Orange Medium	TOT-SIZE	1	6.09	6.09
Pants Triple Stitch Orange Large	TOT-SIZE	2	6.09	12.18
Pants Triple Stitch Orange XL	TOT-SIZE	5	6.09	30.45
Pants Triple Stitch Orange 2XL	TOT-SIZE	5	6.09	30.45
Pants Triple Stitch Orange 3XL	TOT-SIZE	5	6.09	30.45
Pants Triple Stitch Orange 4XL	TOT-SIZE	5	6.50	32.50
Pants Triple Stitch Orange 5XL	TOT-SIZE	5	6.50	32.50
Pants Triple Stitch Orange 6XL	TOT-SIZE	4	6.50	26.00
Pants Triple Stitch Orange 8XL	TOT-SIZE	2	7.85	15.70
Pants Triple Stitch Orange 10XL	TOT-SIZE	1	7.85	7.85
Shirt Triple Stitch Orange Medium	TOS-SIZE	1	5.05	5.05
Shirt Triple Stitchs Orange Large	TOS-SIZE	3	5.15	15.45
Shirt Triple Stitchs Orange XL	TOS-SIZE	3	5.25	15.75
Shirt Triple Stitchs Orange 2XL	TOS-SIZE	3	5.25	15.75
Shirt Triple Stitchs Orange 3XL	TOS-SIZE	3	5.50	16.50

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL	TOS-SIZE	2	5.50	11.00
Shirt Triple Stitchs Orange 6XL	TOS-SIZE	1	5.65	5.65
T Shirt Orange M Dozen	673-SIZE	2	26.37	52.74
T Shirt Orange L Dozen	673-SIZE	3	26.37	79.11
T Shirt Orange XL Dozen	673-SIZE	3	26.37	79.11
T Shirt Orange 2XL Dozen	673-SIZE	3	30.16	90.48
T Shirt Orange 3XL Dozen	673-SIZE	3	30.16	90.48
T Shirt Orange 4XL Dozen	673-SIZE	2	30.16	60.32
T Shirt Orange 6XL Dozen	673-SIZE	1	33.38	33.38
Boxers, Orange Size Small (Dozen)	EBXO-SIZE	1	15.13	15.13
Boxers, Orange Size Medium (Dozen)	EBXO-SIZE	3	15.13	45.39
Boxers, Orange Size Large (Dozen)	EBXO-SIZE	3	15.13	45.39
Boxers, Orange Size XL (Dozen)	EBXO-SIZE	3	15.13	45.39
Boxers, Orange Size 2XL (Dozen)	EBXO-SIZE	3	15.13	45.39
Boxers, Orange Size 3XL (Dozen)	EBXO-SIZE	1	15.13	15.13
Boxers, Orange Size 4XL (Dozen)	EBXO-SIZE	1	15.13	15.13
Boxers, Orange Size 5XL (Dozen)	EBXO-SIZE	1	15.13	15.13
Boxers, Orange Size 6XL (Dozen)	EBXO-SIZE	1	15.13	15.13
Mattresses 25x74x4	SSPM25754P	80	54.70	2,735.00
Baby Shampoo/Gallon	1917 C/4	4	58.00 C/4	232.00
Thumb Tooth Brushes 72ea/case	TH42	24	4.19	100.56
Toothpaste, Naturemint .085 oz 144ea/case	FM85	12	17.90	214.80
Shampoo and BodyWash .34oz packets 1000ea/case	SBW34	10	64.95	649.50
Vinyl Roll 136 yards	JFABIMP86BG	1	601.12	601.12
Blanket, Cozy, 66x90 15/cs	CZ6690GY	30	83.10	2,493.00
Mattress Covers 25x75x4	VMC25724	20	11.18	223.60
Shoe insoles 48/case	INSOLEM-OSFA	100	51.80	2,486.40

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7	BB888-SIZE	100	1.75	175.00
Sandal, Tan PVC Slip-on size 9	BB888-SIZE	200	1.75	350.00
Sandal, Tan PVC Slip-on size 11	BB888-SIZE	250	1.75	437.50
Sandal, Tan PVC Slip-on size 13	BB888-SIZE	200	1.75	350.00
Sandal, Tan PVC Slip-on size 15/16	BB888-SIZE	50	1.75	87.50
Translucent unifoot pvc sandal size Small	SACLR-SIZE	100	13.99	1,399.00
Translucent unifoot pvc sandal size Medium	SACLR-SIZE	200	13.99	2,798.00
Translucent unifoot pvc sandal size Large	SACLR-SIZE	250	13.99	3,497.50
Translucent unifoot pvc sandal size XL	SACLR-SIZE	250	13.99	3,497.50
Translucent unifoot pvc sandal size 2XL	SACLR-SIZE	250	13.99	3,497.50
Translucent unifoot pvc sandal size 3XL	SACLR-SIZE	150	13.99	2,098.50
Panty, White Size 5 12ea	ELBLS-SIZE	2	6.88	13.76
Panty, White Size 6 12ea	ELBLS-SIZE	2	6.88	13.76
Panty, White Size 7 12ea	ELBLS-SIZE	2	6.88	13.76
Panty, White Size 8 12ea	ELBLS-SIZE	2	6.88	13.76
Panty, White Size 9 12ea	ELBLS-SIZE	2	8.48	16.96
Panty, White Size 10 12ea	ELBLS-SIZE	2	8.48	16.96
Panty, White Size 11 12ea	ELBLS-SIZE	1	8.48	8.48
Panty, White Size 12 12ea	ELBLS-SIZE	1	8.48	8.48
Bra, Sports, gray size 36 12ea	GEBASPLSG36-	2	19.92	39.84
Bra, Sports, gray size 38 12ea	GEBASPLSG38	2	19.92	39.84
Bra, Sports, gray size 40 12ea	GEBASPLSG40	2	19.92	39.84
Bra, Sports, gray size 42 12ea	GEBASPLSG42	2	19.92	39.84
Bra, Sports, gray size 44 12ea	GEBASPLSG44	2	19.92	39.84
Bra, Sports, gray size 46 12ea	GEBASPLSG46	2	19.92	39.84
Bra, Sports, gray size 48 12ea	GEBASPLSG48	2	19.92	39.84
Socks, Orange Tube 12ea 15/MC	1700-O	10	5.46	54.60

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 6 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 7 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 8 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 9 12ea	EVA-OR-SIZE	2	32.05	64.10
EVA Footwear, Orange size 10 12ea	EVA-OR-SIZE	2	32.05	64.10
EVA Footwear, Orange size 11 12ea	EVA-OR-SIZE	2	32.05	64.10
EVA Footwear, Orange size 12 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 13 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 14 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Orange size 15 12ea	EVA-OR-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 5 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 6 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 7 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 8 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 9 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 10 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 11 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 12 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 13 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 14 12ea	EVA-KH-SIZE	1	32.05	32.05
EVA Footwear, Khaki Size 15 12ea	EVA-KH-SIZE	1	32.05	32.05
Isolation/Suicide smock	505	4	69.50	278.00
Isolation/Suicide blanket	SB5480	2	71.90	143.80
Isolation Suicide all-in-one bed	BBSSB	2	193.99	387.98

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7	TGPD-SIZE	4	15.86	63.44
Boot twin gore, BLK 8	TGPD-SIZE	4	15.86	63.44
Boot twin gore, BLK 9	TGPD-SIZE	4	15.86	63.44
Boot twin gore, BLK 10	TGPD-SIZE	6	15.86	95.16
Boot twin gore, BLK 11	TGPD-SIZE	6	15.86	95.16
Boot twin gore, BLK 12	TGPD-SIZE	4	15.86	63.44
Boot twin gore, BLK 13	TGPD-SIZE	2	15.86	31.72
Boot twin gore, BLK 14	TGPD-SIZE	1	15.86	15.86
Boot twin gore, BLK 15	TGPD-SIZE	1	15.86	15.86
Boot, Black, Plain toe size 5	B515D-SIZE	2	20.86	41.72
Boot, Black, Plain toe size 6	B515D-SIZE	2	20.86	41.72
Boot, Black, Plain toe size 7	B515D-SIZE	2	20.86	41.72
Boot, Black, Plain toe size 8	B515D-SIZE	4	20.86	83.44
Boot, Black, Plain toe size 9	B515D-SIZE	4	20.86	83.44
Boot, Black, Plain toe size 10	B515D-SIZE	6	20.86	125.16
Boot, Black, Plain toe size 11	B515D-SIZE	6	20.86	125.16
Boot, Black, Plain toe size 12	B515D-SIZE	6	20.86	125.16
Boot, Black, Plain toe size 13	B515D-SIZE	4	20.86	83.44
Boot, Black, Plain toe size 14	B515D-SIZE	1	21.89	21.89
Boot, Black, Plain toe size 15	B515D-SIZE	1	21.89	21.89
Boot, Black, Plain toe size 16	B515D-SIZE	1	21.89	21.89
Shoe, Orange lowtop canvas size 5	FCNGB21-OR-SIZE	5	5.95	29.75
Shoe, Orange lowtop canvas size 6	FCNGB21-OR-SIZE	5	5.95	29.75
Shoe, Orange lowtop canvas size 7	FCNGB21-OR-SIZE	7	5.95	41.65
Shoe, Orange lowtop canvas size 8	FCNGB21-OR-SIZE	7	5.95	41.65
Shoe, Orange lowtop canvas size 9	FCNGB21-OR-SIZE	4	5.95	23.80
Shoe, Orange lowtop canvas size 10	FCNGB21-OR-SIZE	3	5.95	17.85

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11	FCNGB21-OR-SIZE	2	5.95	11.90
Shoe, Orange lowtop canvas size 12	FCNGB21-OR-SIZE	2	5.95	11.90
Shoe, Orange lowtop canvas size 13	FCNGB21-OR-SIZE	2	5.95	11.90
Ultra Bath Tissue 2ply 96/case	NB	120	NB	
Junior Jumbo TT Double layer Big Roll 12/1000'		78	NB	
Tissue Junior Jumbo premium Big Roll 12/1000'		6	NB	
40x48 Trash Linens 22 micron		25	NB	
24x33 Trash liners 18 micron		8	NB	
Towel M/F Brown 4000/cs		15	NB	
Spartan Xcelente cleaner 5 gal		15	NB	
Spartan Halt Disinfectant 5 gal		10	NB	
Spartan Laundry detergent 15 gal		6	NB	
Spartan Liquid Alkali 15 gal		6	NB	
Spartan Sour/Softner 15 Gal		4	NB	
Trade Bleach 15 gal		6	NB	
Laundry Cart with shelves 4 swivel casters		4	NB	
EZ Beeze dispenser		6	NB	
EZ Beeze Refill lavender		12	NB	
EZ Breeze Refill Apple		12	NB	
Lift-Off Ink Pen Remover 6/case		3	NB	
BullDozer reinforced squeegee 2/case		3	NB	
Absorbent Socks 40/cs		3	NB	
HD Down-Press bucket 35 qt Combo		4	NB	
Wavebrake Downpress Mop bucket 35 qt		2	NB	
Micorfiber green Loop Mop Head		12	NB	
24" Dust Mop Head		8	NB	
60" Dust mop Handle		8	NB	

Company Name BOB BARKER COMPANY, INC

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10	NB	
Kutol Sanitizer 1000ml		10	NB	
Paper Towel Premium 8" 600'6/case		8	NB	
Bleach EPA PureBright 6/case		16	NB	
Fabuloso Cleaner Deodorizer 1 gal		16	NB	
Spartan Consume Enzyme Cleaner		2	NB	
SSS Looped Mop Head Blended XLG		24	NB	
Sparten Sparclean SuperSuds QT 12/CS		1	NB	
Acid Resistant Pump Sprayer 2GL		1	NB	
Green Scrub Pad 20/cs		3	NB	
Cord Bound Broom		15	NB	
Brown Roll Towel 8"x800' Starcut		5	NB	
Bag, Zippit 6x8 1000/CS 2 mil		2	NB	
Wiper, White Cotton Rag		4	NB	
Spartan Endurastrip Floor Stripper 5 gal		1	NB	
Spartan Premium Wood Polish 12/CS		12	NB	
Lobby Dust Pan, Long Handle		2	NB	
Spartan Sparclean Supersuds 1/GL		12	NB	
Floor Pad 20" Black		10	NB	
Floor Pad 20" Red		10	NB	
Floor Pad 20" Natural Hair		25	NB	
Gym Wipes Refill Bag 2/1000 per case		4	NB	
Spartan Chlorine Bleach 5/Gal		20	NB	
Vacuum Bag, Tornado 6 qt		5	NB	
Sprayer Trigger 10" Tube		30	NB	
Invader Fiberglass Mop Handle		10	NB	
Bottle, QT newstyle		15	NB	

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12	NB	
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33	NB	
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8	NB	
Grocery bag husky 20# 500 cs 2/250		4	NB	
8.5x11 white copy paper 5m/cs 10 reams per case		40	NB	
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24	NB	
Soft and Safe blaader control pads 73 per pack/4 packs per case		30	NB	
Beanie, Navy, OSFA, 1 dozen	102SK-NV	1	10.92	10.92
Beanie, Orange, OSFA, 1 dozen	102SK-OR	2	10.92	21.84
Drawers, Unisex Thermal, Medium, 1 dozen	112OR-SIZE	1	34.32	34.32
Drawers, Unisex Thermal, Large, 1 dozen	112OR-SIZE	1	34.32	34.32
Drawers, Unisex Thermal, XL, 1 dozen	112OR-SIZE	1	34.32	34.32
Drawers, Unisex Thermal 2XL, 1 dozen	112OR-SIZE	1	34.32	34.32
Drawers, Unisex Thermal 3XL, 1 dozen	112OR-SIZE	1	35.72	35.72
Drawers, Unisex Thermal 4XL, 1 dozen	112OR-SIZE	1	35.72	35.72
Drawers, Unisex Thermal 5XL, 1 dozen C/72	112OR-SIZE	1	214.32 C/72	214.32
Drawers, Unisex Thermal 6XL, 1 dozen	112OR-SIZE	1	214.32 C/72	214.32
Drawers, Unisex Thermal 8XL, 1 dozen	112OR-SIZE	1	214.32 C/72	214.32
Thong Shoe, V-Strap, Small, 1 dozen	1800-SIZE	1	7.14	7.14
Thong Shoe, V-Strap, Medium, 1 dozen	1800-SIZE	1	7.14	7.14
Thong Shoe, V-Strap, Large, 1 dozen	1800-SIZE	1	7.14	7.14
Thong Shoe, V-Strap, XL, 1 dozen	1800-SIZE	1	7.14	7.14
Thong Shoe, V-Strap, 2XL, 1 dozen	1800-SIZE	1	7.14	7.14
Toilet Plunger	NB	1	NB	

Company Name BOB BARKER COMPANY, INC

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1	NB	
Cleaner, GlassGreen, 80 packets		1	NB	
Soap, Unwrap #.5, 1000/case		2	NB	
Boot, Black w/ Composite Toe, Size 7E	B625E-SIZE	1	23.95	23.95
Boot, Black w/ Composite Toe, Size 8E	B625E-SIZE	1	23.95	23.95
Boot, Black w/ Composite Toe, Size 9E	B625E-SIZE	1	23.95	23.95
Boot, Black w/ Composite Toe, Size 10E	B625E-SIZE	3	23.95	71.85
Boot, Black w/ Composite Toe, Size 11E	B625E-SIZE	3	23.95	71.85
Boot, Black w/ Composite Toe, Size 12E	B625E-SIZE	4	23.95	95.80
Boot, Black w/ Composite Toe, Size 13E	B625E-SIZE	3	23.95	71.85
Boot, Black w/ Composite Toe, Size 14D	B625E-SIZE	1	23.95	23.95
Boot, Black w/ Composite Toe, Size 15E	B625E-SIZE	1	23.95	23.95
Shoe, Black, Velcro with Clear Sole, Size 9D	B72D-SIZE	3	15.65	46.95
Shoe, Black, Velcro with Clear Sole, Size 10D	B72D-SIZE	4	15.65	62.60
Shoe, Black, Velcro with Clear Sole, Size 11D	B72D-SIZE	4	15.65	62.60
Shoe, Black, Velcro with Clear Sole, Size 12D	B72D-SIZE	4	15.65	62.60
Shoe, Black, Velcro with Clear Sole, Size 13D	B72D-SIZE	3	15.65	46.95
Toothbrush, 30 Tuft Soft, 144 per case	BB28	3	5.82	17.46
Boxers, White, Size Small (dozen)	EBXLSQ-SIZE	1	12.95	12.95
Boxers, White, Size Medium (dozen)	EBXLSQ-SIZE	2	12.95	25.90
Boxers, White, Size Large (dozen)	EBXLSQ-SIZE	4	12.95	51.80
Boxers, White, Size XL (dozen)	EBXLSQ-SIZE	4	12.95	51.80
Boxers, White, Size 2XL (dozen)	EBXLSQ-SIZE	2	12.95	25.90
Boxers, White, Size 3XL (dozen)	EBXLSQ-SIZE	1	13.78	13.78
Boxers, White, Size 4XL (dozen)	EBXLSQ-SIZE	1	13.78	13.78

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)	EBXLSQ-SIZE	1	14.30	14.30
Boxers, White, Size 6XL (dozen)	EBXLSQ-SIZE	1	14.30	14.30
Deodorant Stick, .5oz, Alcohol Free, 144 per case	FD-05	4	38.15	152.76
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case	GRTB1000	3	120.95	362.85
Jumpsuit, Orange, Valueline, Size 3XL	OJSN-SIZE	1	153.00C/12	153.00
Jumpsuit, Orange, Valueline, Size 4XL	OJSN-SIZE	1	76.50 C/6	76.50
Jumpsuit, Orange, Valueline, Size 6XL	OJSN-SIZE	1	12.75 EA	12.75
Mattress, Polyester w/ Pillow	SSPM25754P	3	54.70	164.10
Clipper, Fingernail, 24/case	FNC24	1	6.60	6.60
Sandal, SEVA Black, Size Large	SEVA-SIZE	7	2.18	15.26
Sandal, SEVA Black, Size XL	SEVA-SIZE	7	2.18	15.26
Sandal, SEVA Black, Size 2XL	SEVA-SIZE	4	2.18	8.72
Sandal, SEVA Black, Size 3XL	SEVA-SIZE	1	2.18	2.18
Bed Sheets White 180 thread count, 58x90, (dozen)	SH66104P	2	43.70	87.40
Toenail Clippers, Metal (dozen)	TNC12	1	5.99	5.99
Shirt, Navy, Tristitch, Size L	TNS-SIZE	7	5.15	36.05
Shirt, Navy, Tristitch, Size XL	TNS-SIZE	7	5.25	36.75
Shirt, Navy, Tristitch, Size 2XL	TNS-SIZE	7	5.25	36.75
Shirt, Navy, Tristitch, Size 3XL	TNS-SIZE	4	5.50	22.00
Shirt, Navy, Tristitch, Size 4XL	TNS-SIZE	4	5.50	22.00
Shirt, Navy, Tristitch, Size 5XL	TNS-SIZE	2	5.65	11.30
Trousers, Navy TriStitch, Size Small	TNT-SIZE	7	6.09	42.63
Trousers, Navy TriStitch, Size Medium	TNT-SIZE	4	6.09	24.36
Trousers, Navy TriStitch, Size Large	TNT-SIZE	7	6.09	42.63

Company Name BOB BARKER COMPANY, INC.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL	TNT-SIZE	7	6.09	42.63
Trousers, Navy TriStitch, Size 3XL	TNT-SIZE	4	6.09	24.36
Trousers, Navy TriStitch, Size 4XL	TNT-SIZE	4	6.50	26.00
Trousers, Navy TriStitch, Size 5XL	TNT-SIZE	2	6.50	13.00
Shirt, Orange, TriStitch, Size 10XL	TOS-SIZE	10	6.95	69.50
Shirt, Orange, TriStitch, Size 9XL	TOS-SIZE	1	6.95	6.95
Shirt, Orange, TriStitch, Size 8XL	TOS-SIZE	1	5.65	5.65
Shirt, Orange, TriStitch, Size 4XL	TOS-SIZE	3	5.50	16.50
Shirt, Orange, TriStitch, Size XL	TOS-SIZE	10	5.25	52.50
Trousers, Orange, TriStitch, Size 2XL	TOT-SIZE	10	6.09	60.90
Trousers, Orange, TriStitch, Size 3XL	TOT-SIZE	7	6.09	42.36
Trousers, Orange, TriStitch, Size 4XL	TOT-SIZE	4	6.50	26.00
Trousers, Orange, TriStitch, Size Small	TOT-SIZE	1	6.09	6.09
Sock, Thermal, Navy, Dozen per package		7	NB	
Liquid Laundry Compound 3, 20 gal drum size		1	NB	
DE-Stain, 20 gal drum size		1	NB	
Fabric Softener, 20 gal drum size		1	NB	
SAN-O-15, 30 gal drum size		1	NB	
Cascades Pro Toilet Tissue (case)		20	NB	
Household paper towels (case)		12	NB	
Black Can Liners 40x46 (case of 100)		8	NB	
J-cups (case of 1000)		1	NB	
Tork Hand towell Roll for Dispensers (case)		2	NB	
32" Smart 720P LED Television		1	NB	
Hilco Lube (case)		1	NB	
Hilco Lube wipes (case)		1	NB	

Company Name_____

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1	NB	
Laundry Bag 24x30 Sliplock, White (dozen)	B2430	1	25.70	25.70
Shirt, White TriStitch, Size Small	TWS-SIZE	2	5.05	10.10
Shirt, White TriStitch, Size Medium	TWS-SIZE	4	5.05	20.20
Shirt, White TriStitch, Size Large	TWS-SIZE	4	5.15	20.06
Shirt, White TriStitch, Size XL	TWS-SIZE	4	5.25	21.00
Shirt, White TriStitch, Size 2XL	TWS-SIZE	4	5.25	21.00
Shirt, White TriStitch, Size 3XL	TWS-SIZE	4	5.50	22.00
Shirt, White TriStitch, Size 4XL	TWS-SIZE	4	5.50	22.00
Shirt, White TriStitch, Size 5XL	TWS-SIZE	2	5.65	11.30
Trousers, White TriStitch, Size XL	TNT-SIZE	4	6.09	24.36
Trousers, White TriStitch, Size 2XL	TNT-SIZE	4	6.09	24.36
Trousers, White TriStitch, Size 3XL	TNT-SIZE	4	6.09	24.36
Trousers, White TriStitch, Size 4XL	TNT-SIZE	4	6.50	26.00
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20	NB	
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3	NB	
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20	NB	
			Base Bid Amount TOTAL	

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract for PD 18-19.041, Inmate Good and Cleaning Supplies, for a term of 12 months with the option for two additional 12-month renewals for a total for 36 possible months, and authorize the County Administrator to sign each Agreement between Escambia County and each of the following contractors:

- Bob Barker Company, Inc.;
- Charm-Tex;
- Charles Neely Corporation d/b/a PR Chemical and Paper Supply;
- Prison Rehabilitative Industries & Diversified Enterprises, Inc. d/b/a Pride Enterprises;
- Dees Paper Company, Inc.;
- Hill Manufacturing Company, Inc.;
- Interboro Packaging Corporation;
- Merchants Paper Company, Inc.; and
- Supreme Paper Supplies, LLC.

The Solicitation was submitted via Vendor Registry to 148 unique email addresses. It was viewed and downloaded by 70 unique email addresses. Nine bid responses were received.

[Funding:

- Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies;
- Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies;
- Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies;
- Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies; and
- Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies]

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18235 **County Administrator's Report 11. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Contract Award for Onsite Employee Health Clinic Administration
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Onsite Employee Health Clinic Administration - Jana Still, Director, Human Resources through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and Marathon Health, LLC (Marathon), per the terms and conditions of PD 19-20.035, Onsite Employee Health Clinic Administration, for an annual fee of $1,026,676.95; and

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

B. Approve an extension with the current Escambia County employee health clinic (Clinic) vendor, Concentra, until September 30, 2020, in order to provide adequate time for the transition from Concentra to Marathon.

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

The Clinic was created in January 2011. The Clinic provides urgent and primary care, as well as all new hire and required annual physicals for approximately 2,000 employees and their dependents who are enrolled in the County's health care benefits. The Escambia County Sheriff's Office (Sheriff) currently has 647 employees and their dependents using the Clinic.

Concentra Health Services, Inc. (Concentra) was initially awarded an Agreement with a three-year term and multiple extensions. In August of 2016, Concentra was awarded a two-year Agreement with two optional one-year extensions. The current Agreement with Concentra will expire July 31, 2020.

Due to the impending Contract expiration with Concentra, staff explored options for procuring a Clinic administrator. The City of Pensacola (City) expressed interest in participating in the Clinic for its 750 employees and their dependents, ultimately joining with the County and Sheriff to procure a Clinic administrator in the form of an Invitation to Negotiate (ITN).

As part of the ITN, the County explored opportunities for the Clinic to provide expanded services designed to mitigate future claims, to manage costs, and provide services beyond the walls of the Clinic. Furthermore, with the addition of City employees to the eligible Clinic participants, the County and Sheriff's teams ensured considerations were made for the impact of additional members on clinic staffing and utilization.

A selection committee comprised of two representatives from the County, one representative from the Sheriff, and one representative from the City was charged with evaluating and ranking the firms. After completion of the ITN process, which is described in further detail below, Marathon was ranked number one by the selection committee.

Marathon has been in the on-site clinic business for over 15 years with 830 full time employees dedicated to on-site clinics. Marathon has over 200 primary care clinics, operating 20 clinics in the state of Florida. Marathon demonstrated its experience in providing cost effective care options, high patient satisfaction, robust reporting, and other performance metrics that are important to the County.

Marathon's distinct value proposition derives from their focus on population health risk management, including primary / acute care, health screenings, health coaching, and chronic condition management services. Through this approach, Marathon's objective is to change the way businesses and their employees experience healthcare. As a result, Marathon will reduce health and productivity costs, control healthcare spend sustainably, improve the overall health status of the workforce, promote greater adherence to evidence-based medicine, and influence the way employees perceive and receive their healthcare. Marathon provides a comprehensive reporting package that includes monthly and annual

reports showing: participation levels, encounters, diagnoses, prescriptions written and medications dispensed, value of care delivered, employees with chronic conditions at standard of care, employees with health risk and/or pre-disease, employees who have made progress toward health goals, excess cost associated with the risk profile, savings associated with change to the risk profile, and healthcare costs for engaged vs. non-engaged individuals.

In conjunction with representatives from the Sheriff and City, and County staff coordinated with USI Insurances Services LLC, the brokerage firm that provides consultation for the County's benefits, to develop a comprehensive scope of services that focuses on wellness and behavioral health for the onsite Clinic.

An ITN, PD 19-20.035, Onsite Employee Health Clinic Administration, was publicly noticed on March 16, 2020, to 26 firms. On March 25, 2020, a mandatory pre-proposal conference was held on-line due to COVID-19 with 29 attendees. Five firms submitted responses on April 15, 2020. Interviews with all five firms were held on May 5th and 6th. The proposers were evaluated by importance on the attached scope of services and the following factors listed below:

Medical Management (Case Management)
Technology (EMR, Associated Portal)
Reporting
Pricing
Corporate Culture
Marketing/Communications
Coaching
Wellness Tracking Challenges
Account Management/Customer Service
Compliance

The Committee met on May 13, 2020, for an evaluation meeting to rank the firms. The rankings are as follows:

1. Marathon Health, LLC
2. CareATC, Inc.
3. Concentra Health Services, Inc.
4. Quad/Med, LLC
5. Care Here, LLC

As the number one ranked firm, negotiations were held with Marathon on May 26th and 28th. These negotiations resulted in the development of a three-year Agreement with the option to have two one-year extensions. Though the Clinic will serve all three entities, the Sheriff and City have independently negotiated their agreements with Marathon.

The distribution of cost was determined by the number of budgeted positions for each entity. The County has the largest employee base and includes the Clerk of the Court's Office, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, and Housing Finance Authority.

Employee Clinic Cost Proration			
	Budgeted	**Prorated**	**Clinic Cost**
	Employees	**%**	**$1,659,560.00**
County*	2409	61.86%	$1,026,676.95
Sheriff	693	17.80%	$295,345.42
City	792	20.34%	$337,537.63
Total	3894		$1,659,560.00

*County reflects $73 Scrivener's error in cost.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement reviewed and revised by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order. Human Resources with coordinate the transition from Concentra to Marathon.

Attachments

Original Solicitation
Addendum #1
Addendum #2

Register of Proposers
Committee Final Evaluation Tabulation
Marathon Health Proposal Response
Proposal Analytics

ESCAMBIA COUNTY FLORIDA

On Behalf of:
CITY OF PENSACOLA
ESCAMBIA COUNTY SHERIFF'S OFFICE

INVITATION TO NEGOTIATE

Onsite Employee Health Clinic Administration

SOLICITATION NUMBER PD 19-20.035

RESPONSES WILL BE RECEIVED UNTIL: **2:00 p.m. CDT, April 15, 2020**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
INVITATION TO NEGOTIATE
Proposer's Checklist
Onsite Employee Health Clinic Administration
SPECIFICATION PD 19-20.035

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.
  * *Documents submitted with Proposals are to be on the forms provided in the ITN and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- PROPOSAL RESPONSE
  - Two (2) Hard Copy (with original signatures as required) of their ITN Response, one marked ITN Response and one marked Confidential / Financial Response.
  - Two (2) electronic copies of the ITN response,
    - One in PDF format signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - One in Microsoft Word and Excel format (signatures not required) with:
      - Exhibit A Questionnaire – Word
      - Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)
      - Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)
      - Exhibit E Clinic Budget - Excel (spreadsheet provided)
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- CERTIFICATION REGARDING E-VERIFY SYSTEM
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENT

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Onsite Employee Health Clinic Administration
PD 19-20.035
Request for Proposals

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ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Providers Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Provider Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

   All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

   Specification Number PD 19-20.035, Onsite Employee Health Clinic Administration, Name of Submitting Firm, Time and Date due.
   Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

   Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

   The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

   After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. Questions

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

All questions will be responded to via addendum. Verbal responses will not be provided. Addendums shall be posted at

4. Proposal Forms

This Solicitation contains a Solicitation and Offer Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. Proposers Responsibility

Before submitting a response, proposers are required to carefully examine the Invitation to Negotiate to completely familiarize themselves with all of the terms and conditions that are contained within the Invitation to Negotiate. Failure to do so on the part of the proposer will in no way relieve proposer of any of the obligations and responsibilities which are a part of the Invitation To Negotiate.

6. Conflict Of Interest

All proposers must disclose the name of any officer, director, or agent who is also an employee of the County. All proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches. Indicate with either a statement of Conflict of Interest or Non-Conflict of Interest and submit with your proposal.

7. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. Compliance with Governing Laws and Regulations

The offeror or Provider will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

9. E-Verify

Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Proposer while performing work or providing services for Escambia County, Florida on its behalf utilize the E-Verify system to verify the employment of all new employees hired by all subcontractors. Proposer is also required to complete the Certification for E-Verify Form and upload with your proposal response. Failure to do so may result in rejection of your proposal.

10. Public Records

The Contractor acknowledges that the resulting Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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 CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

11. Public Records Exemption

a. For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

b. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

c. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

12. Contract Term/Renewal/Termination

A. The term of the contract shall be for five (5) years from the date of award with one-five (5) year renewal at the sole discretion of the Board. If considering renewing the contract the County, through the Purchasing or Human Resources Department, will provide a letter of intent to renew to the contract awarded proposer(s) six months prior to the end of the initial term of the contract period or any subsequent Renewal Term. If needed, the contract may be extended six months beyond the contract expiration date or any extensions. The contract awarded proposer(s) will be notified when the County has acted upon the recommendation.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiating entities shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. Price Adjustment

Annual Fees shall be firm for the entire length of the initial contract term. Prior to the renewal period, the awardee may submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. The County reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the County. The contract will be extended six months beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

14. Award

14.1 The County reserves the right to accept or reject any or all proposals.

14.2 The County reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

14.3 The County, through its designee(s), reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

14.4 The County, through its designee(s), reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the County may deem necessary for evaluating the proposal and reserves the right to interview any personnel who may administer and be assigned to work on the contract before recommendation of award.

14.5 The County, through its designee(s), reserves the right, prior to the County's approval, to cancel the Invitation to Negotiate or portions thereof, without penalty.

14.6 The County, through its designee(s), reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the County; and (2) reject any and/or all items proposed; and (3) negotiate with the highest ranked firms.

14.7 To the extent permitted by Florida law, the Board, through its designee(s), reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the County reserves the right to negotiate and recommend

award to the next highest rated proposer or subsequent proposers until an agreement is reached.

15. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. Termination (Public Records Request)

If the Provider refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the Provider and his surety, if any, seven (7) days written notice, during which period Provider still fails to allow access, terminate the employment of the Provider and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Provider, and may finish the project by whatever method it may deem expedient. In such case, the Provider shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the Provider (excluding monies owed the Provider for subcontract work.)

Insurance Requirements

17. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The Provider shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the Provider, its employees, or by subProvider(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Provider shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subProviders obtain and maintain until the completion of that subProvider's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Provider.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Provider's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Provider's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Provider waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Provider's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Provider is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Provider or any other insurance of the Provider shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Provider shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Provider shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The Provider shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Providers, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Provider is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Provider to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Provider's obligation to fulfill the insurance requirements herein.

If requested by the County, the Provider shall furnish complete copies of the Provider's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Provider shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Additional Insurance/Endorsements
The county may require the following additional types of insurance or the following endorsements:

Professional Liability (E&O) insurance: The Contractor shall purchase and maintain Professional Liability (Errors & Omissions) insurance with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate.

Medical Malpractice Liability Insurance: The Contractor shall purchase and maintain Medical Malpractice Liability insurance with minimum limits of $1,000,000 per occurrence/$3,000,000 aggregate.

Employment Practices Liability: The Contractor shall purchase and maintain Employment Practices Liability insurance with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate.

Cyber Liability: The Contractor shall purchase and maintain Cyber Liability insurance with minimum limits of $5,000,000 per occurrence/$5,000,000 aggregate.

Computers, Computer software, & Data recovery: The Contractor shall purchase and maintain coverage for computers, computer software, and data recovery with $500,000 per occurrence/$1,000,000 aggregate. If your liability policy covers this then the requirement will be fulfilled. If your liability policy is endorsed or can be endorsed then the requirement will be fulfilled. If neither of the two previous requirements are met then you need a policy for this.

If a claim(s) made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. Indemnification

Provider agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Provider under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Provider or resulting from the use by Provider, or by any one for whom Provider is legally liable, of any materials, tools, machinery or other property of County. County and Provider agree the first $100.00 of the Contract Amount paid by County to Provider shall be given as separate consideration for this indemnification, and any other indemnification of County by Provider provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Provider by Provider's acceptance and execution of the Agreement. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Provider agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

PART I INTRODUCTION

Escambia County is soliciting proposals from interested and qualified providers experienced in providing a full range of services for Onsite Employee Health Clinic Administration to the Escambia County Board of County Commissioners (all appointing authorities), Escambia County Sheriff and the City of Pensacola of Escambia County, Florida (the County).

A purchase order will be released, after contract award by the agency (or MOU and one contract with the BCC) for services to be performed as a result of this Invitation to Negotiate. All terms and conditions of this Invitation to Negotiate, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference, as set forth herein. To the extent that any conflict exists between the provisions of the contract documents, the following order of precedence shall apply 1) a written, negotiated contract, 2) the above referenced Invitation to Negotiate, including any addenda, 3) any County ordering or authorizing documents such as purchase orders, and 4) Proposer's response to the Invitation to Negotiate, including any appendix and exhibits. The County will not be bound by or deemed liable for any verbal or written information or communication, obtained by the proposer which is not included in the Invitation to Negotiate or other contract documents. Services will be on an as-needed basis. There is no guarantee that a responder(s) will receive a request to perform any services related to this Invitation to Negotiate as a result of any award.

The County objects to and shall not consider any additional terms or conditions submitted by a respondent other than End User License Agreements, Application Service Provider Agreements, Service Level Agreements, Software License Agreements and other such similar Agreements, submitted if applicable, for County review and approval. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Document files may be examined during normal working hours when agency provides notice of intended decision or 30 days after opening the proposals, whichever period is earlier. If, however, the County rejects all proposals and concurrently provides notice of its intent to reissue a competitive solicitation, the proposals will not be available for inspection until the County provides notice of an intended decision concerning the reissued solicitation.

COUNTY INFORMATION

Escambia County is 478 square miles with a population of 315,534, and the City of Pensacola is the county seat with a population of 52,590. Major employers include the Navy Federal Credit Union and the US Navy. Naval Air Station Pensacola is the home of the Blue Angels. The combined budget for the County, City of Pensacola and the Sheriff is approximately 55M with 3,330 employees.

PART II GENERAL PROPOSAL AND CONTRACT INFORMATION

2-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the services of qualified Health Clinic Providers to administer an onsite employee health clinic for Escambia County Board of County Commissioners, Escambia County Sheriff's Office and the City of Pensacola.

2-2 OBJECTIVE

The Invitation to Negotiate allows the County to select the most qualified firms and negotiate the price along with other issues, as needed resulting in the best value for this service as required by the County.

2-3 ISSUING OFFICER

The Contract Administrator shall be Janice P. Gilley, County Administrator. The liaison officer shall be Jana E. Still, Director, Human Resources. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

2-4 CONTRACT CONSIDERATION

It is expected that the contract shall be based on the solicitation after negotiation.

2-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

2-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	March 16, 2020
Mandatory Pre-Proposal Conference	**10:00 a.m., CST, March 25, 2020**
Final Date for Questions	April 3, 2020
Response to Questions will be provided	April 8, 2020
Proposal due date	**2:00 p.m. CDT, April 15, 2020**
Blackout Period Begins	**April 15, 2020**
Evaluation Committee Meeting	1:00 p.m., CDT, April 29, 2020
1st Discussions/Presentations Meeting	9:00 a.m. CDT, May 5, 2020
2nd Discussions/Presentations Meeting	9:00 a.m. CDT, May 6, 2020
1st Negotiations Meeting	1:00 p.m., CDT, May 25, 2020
2nd Negotiations Meeting, if required	1:00 p.m., CDT, May 27, 2020
Board of County Commissioners approval	**June 18, 2020**

Responders who submit proposals in response to this Invitation to Negotiate and are selected by the Selection/Negotiation Committee may be required to present an oral presentation of their proposal to the Evaluation Committee on Tuesday, May 5, 2020 and Wednesday, May 6, 2020 (if necessary). This will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Selection/Negotiation in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. Discussions/Presentations will be conducted at the Office of

Purchasing, 213 Palafox Place 2nd Floor, Pensacola, FL 32502, Matt Langley Bell III Building, Room 11.407.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **May 15, 2020.**

2-9 PROPOSAL CONTENT AND SIGNATURE

All proposers shall provide a straight forward and concise description of their ability to meet the ITN requirements. There shall be avoidance of fancy bindings and promotional material within.

Proposers shall provide as follows:

- Two (2) Hard Copy (with original signatures as required) of their Invitation to Negotiate Response, one marked Invitation to Negotiate Response and one marked Confidential / Financial Response.
- Two (2) electronic copies of the Invitation to Negotiate response,
    - One in PDF format signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - One in Microsoft Word and Excel format (signatures not required) with:
        - Exhibit A Questionnaire – Word
        - Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)
        - Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)
        - Exhibit E Clinic Budget - Excel (spreadsheet provided)

2-10 NEGOTIATIONS

The contents of the proposal of the successful Provider shall become a basis for contractual negotiations.

2-11 PRIME CONTRACT RESPONSIBILITIES

The selected Provider shall be required to assume responsibility for all services offered in his proposal. The selected Provider shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

2-12 DISCLOSURE

All information submitted in response to this Invitation to Negotiate shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART III INFORMATION REQUIRED FROM PROPOSERS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Please upload your proposal in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document.

3-1 TITLE PAGE

Show the date; Invitation to Negotiate number; Invitation to Negotiate subject; and proposer's name, address, telephone number and email address.

3-2 TABLE OF CONTENTS

Include a clear identification of the material by section and by page number.

3-3 LETTER OF TRANSMITTAL

Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.

3-4 QUESTIONNAIRE

Exhibit A, must be completed and accompany response. The information provided in Exhibit A will be used to score based on the Evaluation Criteria as outlined in **PART III CRITERIA FOR SELECTION**.

3-4-1 **Experience and Qualifications of Exiting Clinical Experience**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. Company name
2. Company address
3. Company phone number
4. Contact name
5. Contact title
6. Contact address
7. Contact phone number
8. Contact email address
9. What is the total number of full-time employees in your organization dedicated to on-site clinics?
10. How long have you been in the on-site clinic business?
11. What is the total number of primary care clinics?
12. What is the total number of occupational health only clinics?
13. How many clinics does your organization manage in the state of Florida?
14. What is your five-year client retention rate?
15. What support do you offer for site identification and clinic build out?
16. What is your process for clinic design? Do you hold any certifications in this area?
17. Does your organization currently operate any near-site clinics within Escambia County? If so, would employees have access to those facilities?

3-4-2 **CLINICAL OPERATIONS**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. **IT and IT Security**
   a. Does your company utilize an inter-operable electronic medical record? Please provide a brief overview of the system.
   b. Does your EMR provide a care gap analysis of claims, drug, and lab data to identify actionable care items for each clinic participant?
   c. Does your EMR provide point-of-care access to evidence-based best practice guidelines?

d. Do you offer a mobile app (NOT a mobile website)? If so, please describe the capabilities. Who developed this app? How often is it updated?
e. Does your EMR provide identification of enrollees with chronic conditions (low back pain, arthritis, CHR, diabetes, asthma, hypertension, etc.)?
f. Do you use a data warehouse that can merge clinical encounter data from the electronic health record with carrier monthly claims and Rx data transfers, and then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact?
g. Do you offer a patient portal that allows members to be directed to resources for engagement and more personalized content?
h. What are the main functionalities and resources of your company's web portal? (Example: online coaching programs, health education/information, personal tracking capabilities, etc.)
i. Do you or your EMR vendor perform a SOC 2 Controls Review? If yes, can we have a copy of your most recent SOC 2 report?
j. Have you had an incident where there has been compromise, loss, or mishandling of confidential data or Protected Health Information? If yes, please describe.
k. If an incident occurs that affects client data, do you affirm to notify the client immediately upon discovery?
l. When working with third parties, do you provide the employer with a list of any third parties that you utilize that may have access to employer data or client data?
m. Do you ensure that third parties agree in writing to be bound by data security requirements no less stringent than these, prior to having access to the employer's data or client data?
n. Is an information security incident response plan documented and available for review?
o. Does your incident response plan require immediate notification to client of any information security event, whether employer data or client data was involved?
p. Does the incident response plan identify the incident response team? How long after an incident is discovered does the incident response team become notified?

2. Clinic Operations

a. Who is the Medical Director for your organization?

b. Who oversees the clinical care delivered in the clinics? Describe the line of reporting up through your organization.

c. What are the credentials of the clinic operational team?

d. What is your clinic's staffing and procedures to accommodate walk-in patients?

e. What approach do you recommend identifying whether a presenting patient is eligible to participate in the clinic?

f. How often do you request updates to the eligibility files? How often do you feed claims?

g. Do you offer primary care preventive visits for employees, spouses and dependents? If so, what tests are covered as part of the preventive care visit?

h. Do your onsite clinics offer client employees/dependents annual physicals and school/sports physicals?

i. Do your clinics routinely provide Referral Coordination Services?
Are the above services included in the program costs?

j. What is the referral rate across your book of business?

k. Is your organization affiliated with any hospital system or are you independent?

l. Can your organization coordinate ~~of~~ referrals for a specialist visit and/or additional diagnostics?

m. Can your organization provide a vaccination program for employees and dependents of all ages mutually agreed upon by the client and the onsite clinic vendor?

n. Can your organization provide EAP services, behavioral health specialists with crisis management experience?

o. Can your organization provide pre-employment and drug screens?

p. Can your organization provide Department of Transportation (DOT) testing?

q. Is your company able to provide virtual care (telehealth) for remote employees and dependents that do not have access to the clinic?

r. Does a member need to schedule an appointment to a) obtain a new prescription or b) refill a medication?

s. Do you collect laboratory specimens on-site at your clinics?

t. What relationships do you have with laboratory vendors to pick up and process the specimens?

u. Is this vendor able to report the results directly into your electronic health record system? Please describe the arrangement and process in detail.
v. What clinic quality assurance processes are in place?
w. Do you submit claims to the Health Plan as required?
x. Do you publish fees to members (EOB) for various services including sick/diagnostic visit, wellness/preventive visits, etc.?
y. How often does a physician audit the clinical staff notes and treatment plans?
z. What records would belong to the client upon contract termination?
aa. Are your clinics led by physicians or nurse practitioners? Why? If you use both, how do you orchestrate the hours for each?
bb. Do your clinics use Medical Assistants or clerical staff to help run the clinic? If so, in what ratios and what is the rationale?
cc. How do you identify and engage high-risk individuals in the population?
dd. How is clinic appointment handled?
ee. Can you provide online appointment schedulers? Can you provide an app for appointment scheduling? Telephone scheduling?
ff. What is your typical wait time to make an appointment?
gg. Are reminders provided for appointments (Email? Call? Text?)
hh. What is your availability with same day appointments?
ii. At what threshold do you consider adding additional clinical staff?
jj. How do you calculate how many lead clinician hours your need in your clinic?
kk. How long are your typical initial and established office visits? Why?
ll. Are there documented improvements in care and/or cost that result from your approach?
mm. How are service problems managed and who is involved with resolving them?
nn. What data do you gather and provide to your clinical teams to monitor performance and encourage continuous quality improvement?

3. **Population Health Management**
    a. What are your organization's capacity to administer on-site biometric screenings at the clinic?
    b. What are your organization's health coaching capabilities to assist employees in reducing risk and improving health?
    c. Is health coaching available on-site, telephonically, and/or online?
    d. Do you provide lifestyle management/coaching through your clinics? Is it telephonic or face-to-face or web-based? What are the results?
    e. What are the credentials/levels of experience of your health coaches? (Note: If experience varies based on topic or on-site vs. telephonic, please differentiate)
    f. Can your organization provide chronic disease management services including patient education and coaching regarding complications, medications, nutrition therapy, hypertension and preventative care?
    g. What are your organization's capabilities for proactive outreach of members with chronic conditions or flag issues related to medication utilization?

4. **Experience starting a new clinic**
    a. Describe your approach to new a clinic, including managing the hiring of staff and promoting employee engagement.
    b. Please provide an optimal implementation timeline for implementing the clinic.
    c. Please describe your process for transferring eligibility data from the client to the clinic (EMR).
    d. Please describe typical challenges associated with starting a new clinic.
    e. What assumptions for percentage of total eligible patient member utilization have you included in your cost proposal for Years 1 – 5?
    f. We expect our organization to have growth of up to 10% over the life of this contract. Would there be an extra cost or change of scope if we were to add up to 10% additional eligible members to the contract?

5. **Report/Data Samples**
    a. What reports can clients expect to receive? Attach samples of all reporting.

b. How often will your company provide such reporting and review it with the client?
c. Do you offer real-time, self-service reporting capabilities?
d. Please demonstrate that your organization can merge clinical encounter data from the electronic medical record with carrier monthly claims and Rx data transfers, and then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact.
e. What is your company's process to comply with HIPAA wellness nondiscrimination regulations?
f. What is your organization's cost avoidance or value proposition, including your methodology for calculating cost avoidance? Include case studies, if available.
g. How does your company demonstrate improvements in the health of participants in your program over time, both individually and population-wide? What metrics are tracked and how often are they presented to clients?
h. Are there extra costs for non-standard reporting? If so, what are they?
i. What entities can you integrate data with?
j. Can your organization file zero dollar claims with our TPA?

Can you provide samples of all program forms and communication materials?

3-5 ORGANIZATION PROFILE

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company.

3-6 COMPANY FINANCIALS (Confidential Separate Envelope)

Proposers must provide financial statements giving the County enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings

c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

3-7 CONFLICT OF INTEREST STATEMENT

Submit Conflict of Interest Statement per Special Terms and Conditions Sect. 7 Conflict of Interest.

3-8 COMPLAINT NOTIFICATIONS/LAWSUITS

a. As part of its proposal, Proposer shall provide to the County a list of all instances within the past ten (10) years where a complaint was filed against Proposer in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Proposer discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in violation of applicable Federal and/or Florida law.

b. The Proposer must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Proposer; and (ii) the status of, and Proposer's response to, all pending complaints.

c. Proposer shall provide a description of any lawsuits and the resolution of any such suit brought against your company during the course of doing business in relation to providing on-site medical services within the past (10) years.

d. The County will consider a Proposer's complaint history information and lawsuit information in its review and determination of responsibility. The failure of a Proposer to comply with the requirements in this Section may result in Proposer being deemed non-responsive by the Purchasing Manager. If no complaints or lawsuits have been filed within the last ten (10) years, please so state on Company Letterhead and upload with your response.

3-9 PERFORMANCE MATRIX

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

a. Do you offer performance guarantees against the IHI's Triple Aim of patient satisfaction, improved health outcomes and redirected claims savings?
b. What health indicators or chronic condition measurements do you utilize to measure patient outcomes? Where data sources are these outcomes derived from?
c. How does your organization determine the Performance Guarantee and what percentage of your fees will be at risk? Please provide details on how this fee will be calculated.
d. Are you willing to offer guarantees with regards to ROI and/or performance? If so, please describe.

3-10 **REFERENCES**

Complete the Reference Document and include at least five (5) references. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts, and at least one reference from a past customer who is currently not under contract with you. It is preferred that these references be for clients that have hired your firm for performance of Onsite Employee Health Clinic Administration or similar kinds of services. NOTE: The information requested must include a current contact name, phone number, and email address for each reference.

3-11 E-Verify

3-12 Sworn Statement Pursuant to Section (287.133)(3)(a), Florida Statutes, on Entity Crimes

3-13 Drug Free Workplace Form

3-14 Information Sheet for Transactions and Conveyances Corporation Identification

3-15 Solicitation and Offer Form / Cost Proposal

a. Scope of Services

b. Exhibit B Clinic Lab Fees:, If your company provides any of these tests as part of the clinic operations, please complete Solicitation and Offer Form Exhibit B. If not, please respond not available.

c. Exhibit C Clinic Pharmacy Fees: If your company provides any of these medications as part of the clinic operations, please complete Solicitation and Offer Form Exhibit C. If not, please respond not available.

d. Exhibit D Clinic Budget, please complete Solicitation and Offer Form Exhibit D

PART IV CRITERIA FOR SELECTION

4.1 Invitation to Negotiate s are received and publicly opened. Only names of responders will be read at this time.

4.2 An Evaluation Committee, consisting of County personnel will convene, review and discuss all proposals submitted. Purchasing personnel and the County's consultant, a representative(s) from USI Insurance Services will participate in an advisory capacity only. The County's consultant will serve as a technical resource to assist the Evaluation Committee.

4.3 In the evaluation and recommendation process the Committee will assign points to each proposal to evaluation criteria as listed below:

	MAXIMUM POINTS
A. **Existing Clinic Experience**	20
B. **Cost**	20
C. **Clinic Operations**	50
E. **Performance Matrix**	10
Total	100

4.4 The committee will evaluate and score the criteria listed and points awarded will be based on the following standard:

- **Exceptional** – Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value.**

- **Exceeds standards** – Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value.**

- **Meets standards** – Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value.**

- **Fails to meet all standards** – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value.**

- **Unacceptable** – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value.**

PART V SCOPE OF WORK

Escambia County Board of County Commissioners and the Escambia County Sheriff have partnered in having an Employee Health Clinic since January 2011. With the Invitation to negotiate we have added another partner, the City of Pensacola, and in total we have approximately 3,330 active employees and retirees with approximately 1,500 dependents between the three agencies. The Board of County Commissioners and the Sheriff's medical plans are self-insured through Florida Blue. The City of Pensacola is a fully funded health plan through Florida Blue with a Pro share agreement.

The County is considering entering into a Contract with a company that can staff and manage the operations of the clinic, as well as design and furnish the clinic. As indicated the County has a clinic and we have already conducted a survey to expand the clinic space to support the addition of the City in the present space. We will use our contractors to build out the space based on the awarded proposers design. The County has 1,920 square feet of space available for build out which will be utilized for this clinic. Presently the clinic is located at 3557 N Baylen St., Pensacola, FL.

Demographics:
Active Medical Plan Enrollment:

Escambia County Board of County Commissioners Active: 1959. Retirees: 86
Annual number of DOT Drug Screens: 216
Annual number of Physicals (ranging from pre-employment for administrative staff, DOT/FDL, Paramedic/EMT: 985
Annual Fire Fighter (Career/Voluntary Physicals: 330

Escambia County Sheriff - Active: 1369 Retirees: 97

City of Pensacola - Active 750

We are looking for a company that can furnish the clinic as well as staff and manage the operations of the clinic.

1) Staffing Prototype

Based on the demographics identified in paragraph 13.1, proposer shall describe in detail how they will staff the clinic to adequately support the needs of the County. Include proposed hours of operation. Presently the clinic hours are Monday and Wednesday 7am -5pm, Tuesday and Saturday 8am – 1pm, and Thursday and Friday 8am – 5 pm.

Any replacement of personnel (Doctor, mid-levels, and nurse manager) during the term of the initial contract term and subsequent renewals shall be subject to review and approval from all three agencies. All individuals shall be made available for interviewing by all three agencies fourteen (14) days prior to assignment.

The following information describes the Board's requirement of services to be provided:

Acute and Episodic Care
Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries

Management of Chronic Conditions
Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.

For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.

For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated.

Routine annual exams, pre-employment and screenings

Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.

Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.

Lab Draws

Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to patients that is not included in the annual fee.

Vaccines: Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.

Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are required to be included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.

Health Risk Assessment

Administered online or in paper version screens
General health and well-being
Health history including symptoms, conditions and family history
Tobacco use, alcohol use and stress levels

Comprehensive Heath Review (CHR)

For high risk individuals and individuals with chronic disease a CHR

Online access to complete the Health History and Risk Assessment (HHRA)

1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals

Lifestyle Risk Reduction
For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach

Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.

Individualized change management plans

Proactive support

For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)
Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.

Coaching, symptom monitoring, and disease education

Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)
Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content

Online scheduling system and secure messaging

Electronic Medical Record

Ability to import encounter data from carrier to provide historical patient encounter information

Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format

Health Savings Account processing
For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient’s deductible. Presently we do not offer this.

One Point of Contact
An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.

Clinical Coverage Plan
Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.

Monthly Reviews
Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.

Annual Review
Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.

Ongoing Health Promotions
Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations

Strategic Planning
Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Monthly client activity and trends report
Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations

Annual reports including:
Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.

Review of health center operations including health center volumes and patient engagement

Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:

Flu vaccine and related supplies supplied at current rates.

Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.

Travel costs for health center staff and health screeners to visit participants at offsite locations.

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION AND OFFER FORM
Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

INVITATION TO NEGOTIATE

ONSITE EMPLOYEE HEALTH CLINIC ADMINISTRATION
Solicitation Number PD 19-20.035

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order
Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the proposer offer shall result in the proposal being rejected as non-responsive.***

Scope of Services			
Primary Care	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Acute and Episodic Care	Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries		

Primary Care	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Management of Chronic Conditions	Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.		
	For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.		
	For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated.		
Routine annual exams and screenings	Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.		
	Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.		

Primary Care	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to Client that is not included in the annual fee.		
Immunizations	Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.		
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.		

Health Maintenance and Disease Prevention	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Health Risk Assessment	Administered online or in paper version screens		
	General health and well-being		
	Health history including symptoms, conditions and family history		
	Tobacco use, alcohol use and stress levels		
Comprehensive Heath Review (CHR)	For high risk individuals and individuals with chronic disease a CHR		
	Online access to complete the Health History and Risk Assessment (HHRA)		
	1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals		

Health Maintenance and Disease Prevention	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Lifestyle Risk Reduction	For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach		
	Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.		
	Individualized change management plans		
	Proactive support		

Chronic Condition Coaching	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.		
	Coaching, symptom monitoring, and disease education		

Health Engagement System Technology Platform	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)	· Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content		
	· Online scheduling system and secure messaging		
	· Electronic Medical Record		
	· Ability to import encounter data from carrier to provide historical patient encounter information		
	· Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format		
Health Savings Account processing	· For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.		

Account Management and Advisory Services	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.		
Clinical Coverage Plan	Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.		
Monthly Reviews	Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.		
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.		
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations		

Account Management and Advisory Services	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Strategic Planning	Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.		

Management Reporting and Analysis	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations		

Management Reporting and Analysis	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Annual reports including:	● Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.		
	● Review of health center operations including health center volumes and patient engagement		
	● Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.		

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:	Per unit cost of the service(s)
· Flu vaccine and related supplies supplied at current rates.	
· Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.	
· Travel costs for health center staff and health screeners to visit participants at offsite locations (locations other than those regularly operated health centers included at the top of this Schedule A).	

PLEASE NOTE WHAT EQUIPMENT IS IN THE IMPLEMENTATION FEE:		**Include in implementation fee (Y or N)**	**Per unit cost of the equipment**
Medical Equipment			
· Exam table(s)			
· Phlebotomy chair			
· Cholestech (system)			
· AED			
· Autoclave			
· Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.			
· Internet connectivity and telephone service for clinic staff (monthly)			
PLEASE LIST ADDITIONAL EQUIPMENT NEEDS BELOW:			
Lab Storage Cabinet			
Medical Grade Fridge			
Medical Grade Freezer			
Lab Fridge			
Exam Room Equipment			
Lab Room Equipment			

Exhibit B - Clinic Lab Fees	
Master On-site Clinic Lab Testing List	
Test Name	**Cost per unit**
Urinalysis	
Pregnancy Test, Urine	
COMPREHENSIVE METABOLIC PANEL (10231)	
TSH W/REFLEX TO FT4 (36127)	
Hemoglobin A1c	
CBC (INCLUDES DIFF/PLT) (6399)	
Lipid Panel (In-house)	
HEMOGLOBIN A1c (496)	
LIPID PANEL (7600)	
Glucose (finger stick)	
Hemoglobin	
CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	
CULTURE, URINE, ROUTINE [395]	
THINPREP PAP RFX HR HPV (92085)	

Test Name	Cost per unit
VITAMIN D, 25-HYDROXY, LC/MS/MS (17306)	
MICROALBUMIN, RANDOM URINE (W/CREATININE) (6517)	
HEPATIC FUNCTION PANEL (10256)	
HIV AB, HIV 1/2, EIA, WITH REFLEXES (19728)	
HELICOBACTER PYLORI AG, EIA, STOOL (34838)	
URINALYSIS, COMPLETE (5463)	
RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING (36126)	
FERRITIN (457)	
TSH (899)	
SED RATE BY MODIFIED WESTERGREN (809)	
ANA IFA SCREEN W/REFL TO TITER AND PATTERN, IFA (249)	
(urine)CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	
CBC (H/H, RBC, INDICES, WBC, PLT) (1759)	
IRON AND TOTAL IRON BINDING CAPACITY (7573)	
RHEUMATOID FACTOR (4418)	
Urine Dipstick	
CULTURE, GENITAL (4558)	
THINPREP TIS PAP RFX HPV (58316)	

If your company provides any of these tests as part of the clinic operations, please confirm the cost for each test.

Exhibit C - Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
ACID CONTROLLER	FAMOTIDINE	30 x 20MG TAB	
ALBUTEROL SULFATE	ALBUTEROL SULFATE	3 x 2.5MG/3ML VIAL ML	
ALLERGY RELIEF	DIPHENHYDRAMINE HCL	30 x 25MG CAP	
ALLER-TEC	CETIRIZINE HCL	90 x 10MG TAB	
ALYACEN 7/7/7	NORETHINDRONE-ETHINYL ESTRAD	28 x 7 DAYS X 3 TAB	
AMARYL	GLIMEPIRIDE	90 x 4MG TAB	
AMITRIPTYLINE HCL	AMITRIPTYLINE HCL	30 x 25MG TAB	
AMOX TR-POTASSIUM CLAVULANATE	AMOXICILLIN/POTASSIUM CLAV	100 x 400-57MG/5 SUSP ML	
AMOXICILLIN	AMOXICILLIN	100 x 400MG/5ML SUSP ML	
AMOXICILLIN	AMOXICILLIN	30 x 500MG CAP	
AMOXICILLIN	AMOXICILLIN	150 x 250MG/5ML SUSP ML	
AMOXICILLIN	AMOXICILLIN	20 x 875MG TAB	

Brand Name/Use	Generic Name	Dosage	Cost per unit
ANTIBIOTIC EAR SUSPENSION	NEOMYCIN/POLYMYXIN B/HYDROCORT	10 x 3.5-10K-1 DROP ML	
ANTI-DIARRHEAL	LOPERAMIDE HCL	15 x 2MG CAP	
ANTIFUNGAL	CLOTRIMAZOLE	30 x 1% CREAM CREA GM	
AUGMENTIN	AMOXICILLIN/POTASSIUM CLAV	20 x 875-125MG TAB	
BACTROBAN	MUPIROCIN 2% 22GM	22 x 2% 22GM OINT GM	
BIAXIN	CLARITHROMYCIN	20 x 500MG TAB	
BICILLIN L-A	PENICILLIN G BENZATHINE	10 x 1.2MM/2ML SYRI ML	
BLEPH-10	SULFACETAMIDE SODIUM	15 x 10 % DROP ML	
BONINE	MECLIZINE HCL	30 x 25MG TAB CHEW	
CARDURA	DOXAZOSIN	30 x 4MG	
CELEXA	CITALOPRAM HYDROBROMIDE	30 x 20MG TAB	
CEPHALEXIN	CEPHALEXIN	100 x 250MG/5ML SUSP ML	
CHILD IBUPROFEN	IBUPROFEN	120 x 100MG/5ML ORAL ML	
CHILDREN'S NON-ASPIRIN	ACETAMINOPHEN	120 x 160MG/5ML LIQU ML	
CIPRO	CIPROFLOXACIN HCL	14 x 500MG TAB	
COZAAR	LOSARTAN POTASSIUM	90 x 100MG TAB	
COZAAR	LOSARTAN POTASSIUM	90 x 50MG TAB	
DEPO-PROVERA	MEDROXYPROGESTERONE ACETATE	1 x 150MG/ML VIAL ML	
DIFLUCAN	FLUCONAZOLE	1 x 150MG TAB	
DIPHEDRYL	DIPHENHYDRAMINE HCL	120 x 12.5MG/5ML LIQU ML	
ELIMITE	PERMETHRIN	60 x 1% LOT GM	
FERROUSUL	FERROUS SULFATE	100 x 325(65)MG TAB	
FLAGYL	METRONIDAZOLE	14 x 500MG TAB	
FLEXERIL	CYCLOBENZAPRINE HCL	21 x 10MG TAB	
FLOMAX	TAMSULOSIN HCL	30 x 0.4MG CAP	
FLONASE	FLUTICASONE PROPIONATE	16 x 50MCG SPR GM	
FLOVENT HFA	FLUTICASONE PROPIONATE	12 x 110MCG AER GM	

Brand Name/Use	Generic Name	Dosage	Cost per unit
GAS RELIEF 80	SIMETHICONE	30 x 80MG TAB CHEW	
GLUCOPHAGE	METFORMIN HCL	180 x 1000MG TAB	
GLUCOPHAGE ER	METFORMIN HCL ER	90 x 500MG TAB	
GLUCOTROL	GLIPIZIDE	30 x 10MG TAB	
HYDROCHLOROTHIAZIDE	HYDROCHLOROTHIAZIDE	90 x 25MG TAB	
HYDROCORTISONE	HYDROCORTISONE	30 x 2.5% CRM GM	
HYDROXYZINE HCL	HYDROXYZINE HCL	20 x 25MG TAB	
IMITREX	SUMATRIPTAN SUCCINATE	9 x 50MG TAB	
KEFLEX	CEPHALEXIN	40 x 500MG CAP	
LAMISIL	TERBINAFINE HCL	30 x 250MG TAB	
LANTUS	INSULIN GLARGINE,HUM.REC. ANLOG	10 x 100/ML VIAL ML	
LEVAQUIN	LEVOFLOXACIN	10 x 500MG TAB	
LEXAPRO	ESCITALOPRAM OXALATE	90 x 10MG TAB	
LIPITOR	ATORVASTATIN CALCIUM	90 x 40MG TAB	
LOPID	GEMFIBROZIL	30 x 600MG	
LOPRESSOR	METOPROLOL TARTRATE	30 x 50MG TAB	
LUTERA	LEVONORGESTREL-ETHIN ESTRADIOL	28 x 0.1-0.02 TAB	
MACRODANTIN	NITROFURANTOIN MACROCRYSTAL	28 x 100MG CAP	
METROGEL-VAGINAL	METRONIDAZOLE	70 x 0.75 % GEL GM	
MOTION SICKNESS	MECLIZINE HCL	20 x 25MG TAB	
MOTRIN	IBUPROFEN	30 x 800MG TAB	
MUCINEX DM	GUAIFENESIN/DEXTROMETHORPHAN	20 x 600MG-30MG TAB	
NAPHCON-A	NAPHAZOLINE HCL/PHENIRAMINE	1 x 0.025-0.3% DROP ML	
NAPROSYN	NAPROXEN	30 x 500MG TAB	
NASAL DECONGESTANT	OXYMETAZOLINE HCL	15 x 0.05 % SPR ML	
NEURONTIN	GABAPENTIN	90 x 100MG CAP	
NOBLE FORMULA HC	HYDROCORTISONE	30 x 1% CRM GM	
NON-ASPIRIN EXTRA STRENGTH	ACETAMINOPHEN	30 x 500MG TAB	
NORVASC	AMLODIPINE BESYLATE	90 x 5MG TAB	

Brand Name/Use	Generic Name	Dosage	Cost per unit
NYSTATIN	NYSTATIN	30 x 100,000 UNIT CRM GM	
OYSTERCAL-D	CALCIUM CARBONATE/VITAMIN D3	60 x 500MG-400 TAB CHEW	
PENICILLIN V POTASSIUM	PENICILLIN V POTASSIUM	28 x 500MG TAB	
PEPCID	FAMOTIDINE	30 x 40MG TAB	
PREDNISONE	PREDNISONE	30 x 10MG TAB	
PRELONE	PREDNISOLONE	15MG/5ML 60 SOLN	
PRILOSEC	OMEPRAZOLE	90 x 20MG CAP	
PRINIVIL	LISINOPRIL	90 x 20MG TAB	
PROAIR HFA	ALBUTEROL SULFATE	8.5 x 90MCG HFA GM	
PROMETHAZINE HCL	PROMETHAZINE HCL	30 x 25MG	
PROZAC	FLUOXETINE HCL	30 x 20MG CAP	
ROMYCIN	ERYTHROMYCIN BASE	3.5 x 5MG/GRAM OINT GM	
SEPTRA DS	SULFAMETHOXAZOLE/TRIMETHOPRIM	14 x 800-160MG TAB	
SINGULAIR	MONTELUKAST SODIUM	30 x 10MG TAB	
ST. JOSEPH ASPIRIN	ASPIRIN	120 x 81MG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 125MCG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 75MCG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 100MCG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 50MCG TAB	
TEARS NATURALE	DEXTRAN 70/HYPROMELLOSE	15 x DROP ML	
TENORMIN	ATENOLOL	90 x 50MG TAB	
TRAZODONE HCL	TRAZODONE HCL	30 x 100MG TAB	
TRIAMCINOLONE ACETONIDE	TRIAMCINOLONE ACETONIDE	15 x 0.5% CRM GM	
TUSSIN DM	GUAIFENESIN/DEXTROMETHORPHAN	120 x 100-10MG/5 SYRU ML	
VIBRAMYCIN	DOXYCYCLINE HYCLATE	20 x 100MG CAP	
WELLBUTRIN SR	BUPROPION HCL	60 x 150MG TAB	
XULANE	NORELGESTROMIN/ETHIN.ESTRADIOL	3 x 150-35/24H PATC	
ZESTORETIC	LISINOPRIL/HYDROCHLOROTHIAZIDE	90 x 20MG-25MG TAB	

Brand Name/Use	Generic Name	Dosage	Cost per unit
ZESTRIL	LISINOPRIL	90 x 40MG TAB	
ZESTRIL	LISINOPRIL	90 x 10MG TAB	
ZITHROMAX	AZITHROMYCIN	6 x 250MG TAB	
ZOCOR	SIMVASTATIN	90 x 40MG TAB	
ZOCOR	SIMVASTATIN	90 x 20MG TAB	
ZOFRAN ODT	ONDANSETRON	10 x 8MG TAB	
ZOLOFT	SERTRALINE HCL	30 x 50MG TAB	
ZOVIRAX	ACYCLOVIR	35 x 800MG TAB	
ZYLOPRIM	ALLOPURINOL	30 x 300MG TAB	

If your company provides any of these medications as part of the clinic operations, please confirm the cost for each medication.

Exhibit D Clinic Budget

Detailed Onsite Clinic Costs and Projected Utilization

Facility Development Metrics

Facility design, equipment, and implementation costs	2020	2021	2022	2023	2024
Clinic Design Costs		N/A	N/A	N/A	N/A
Projected pass thru costs for build out of facility		N/A	N/A	N/A	N/A
Pass thru costs for equipment (to be owned by SDPBC)		N/A	N/A	N/A	N/A
Set up/Implementation Fee		N/A	N/A	N/A	N/A
Total Start-up Expenses		N/A	N/A	N/A	N/A

Annual Operating Costs

Salaries, Wages, and Benefits	2020	2021	2022	2023	2024
Physician					
Nurse Practitioner					
Registered Nurse					
Medical Assistant					
Receptionist					
Other (please specify)					
Replacement Costs					
Total Salaries, Wages and Benefits					
Medical Supplies	**2020**	**2021**	**2022**	**2023**	**2024**
Medical Supplies					
Pharmaceutical Supplies					
Annual Operating Costs					

Salaries, Wages, and Benefits	**2020**	**2021**	**2022**	**2023**	**2024**
Immunizations/Vaccinations					
Total Medical Supplies					
Supplies + Fees	**2020**	**2021**	**2022**	**2023**	**2024**
Office Supplies					
Lab Supplies					
HRAs					
Technology Services					
Computer Supplies					
Datalines					
IT Security (Technology Services)					
Payment Processing Fees					
Total Supplies and Fees					
Insurance	**2020**	**2021**	**2022**	**2023**	**2024**
Medical Malpractice Insurance					
Other Insurance					
Total Insurance					
Other Expenses	**2020**	**2021**	**2022**	**2023**	**2024**
Dues & Subscriptions					
Licenses & Certifications					
Staff Recruitment					
Laundry & Uniforms					
Medical Waste Removal					
Professional Development (Education & Conference)					
Promotion & Communication					
Travel					
Total Other Expenses					
Management Fee	**2020**	**2021**	**2022**	**2023**	**2024**
General & Administrative Services					
Management Fee					
Total Management Fees					
Total Fees	**Total**	**Total**	**Total**	**Total**	**Total**
Total Operating Expenses					
Net Operating Expenses (Total Operating - Medical Supplies)					
Notes:					

Projected Clinic Utilization (Unique Count)	2020	2021	2022	2023	2024
Engagement					
Unique Member Visits					
Preventive Care (Well Man, Well Visit, Well Woman)					
Sick/Episodic Visit					
Disease Management					
Total Engagement					
Other Services (Unique visit not included above)					
HRA and HRA Follow-up					
Blood Draw/Labs					
Blood Pressure Check					
Immunization					
Other (Example: Telemedicine)					
Total Other Services					
Combined On-site Clinic Engagement and Services					

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Provider shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By:_____
Signature

Name:_____
Printed

Title:_____
Printed

Date:_____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

March 20, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 19-20.035, Onsite Employee Health Clinic Administration

All:

Your firm recently received an Invitation to Negotiate for the above-mentioned specification.

This Addendum Number 1 provides for:

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

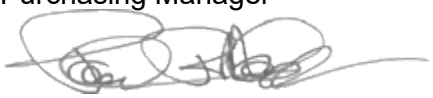
Mailing date of proposals	March 16, 2020
Mandatory Pre-Proposal Conference	**10:00 a.m., CST, March 25, 2020**

Due to the current COVID 19 crisis Escambia County will be offering the availability of attending via Skype or conference call. In order to be able to accommodate both options there will be a need to identify individuals that need to attend and which option is being requested. Submit this information to my attention via email, prnobles@myescambia.com.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 8, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 2:

Re: PD 19-20.035, Onsite Employee Health Clinic Administration

All:

Your firm recently received an Invitation to Negotiate for the above-mentioned specification.

This Addendum Number 2 provides for:

I. PROPOSAL SUBMITTAL

- **PROPOSER'S CHECKLIST (Page i)**
  - ~~Two (2) Hard Copy (with original signatures as required) of their ITN Response, one marked ITN Response and one marked Confidential / Financial Response~~.
  - Three (3) ~~Two (2)~~ electronic copies of the ITN response,
    - One (1) in PDF format original signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - ~~One in Microsoft Word and Excel format (signatures not required) with:~~
      - ~~Exhibit A Questionnaire – Word~~
      - ~~Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit E Clinic Budget - Excel (spreadsheet provided)~~
    - Two (2) Electronic Files, and;
      - Exhibit A Questionnaire – Word
      - Electronic Exhibit Response – Excel Spreadsheet (includes)
        - Scope of Services
        - Exhibit B – Clinic Lab Fees
        - Exhibit C – Clinic Pharmacy Fees
        - Exhibit D – Clinic Budget
    - One (1) in PDF format COMPANY FINANCIALS (Confidential)

- **SPECIAL TERMS AND CONDITIONS (page 4)**
  4. <u>Proposal Forms</u>

  This Solicitation contains a Solicitation and Offer Form and Proposal Form which shall be submitted in a sealed envelope, ~~in duplicate~~ with ~~Original~~ signatures in ~~indelible ink~~ signed in the proper spaces. Responses on vendor forms will not be accepted.

- **SOLICITATION AND OFFER FORM (page 35)**
  <u>OFFER</u> (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order
Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer
(~~Original~~ Signature Required)

**** Failure to execute this Form binding the proposer offer shall result in the proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

PART II <u>GENERAL PROPOSAL AND CONTRACT INFORMATION</u>, 2-9, <u>PROPOSAL CONTENT AND SIGNATURE</u> (page18)

All proposers shall provide a straight forward and concise description of their ability to meet the ITN requirements. There shall be avoidance of fancy bindings and promotional material within.

- Proposers shall provide as follows:
  - ~~Two (2) Hard Copy (with original signatures as required) of their ITN Response, one marked ITN Response and one marked Confidential / Financial Response~~.
  - <u>Three (3)</u> ~~Two (2)~~ electronic copies of the ITN response,
    - One <u>(1)</u> in PDF format <u>original</u> signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - ~~One in Microsoft Word and Excel format (signatures not required) with:~~
      - ~~Exhibit A Questionnaire – Word~~
      - ~~Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit E Clinic Budget - Excel (spreadsheet provided)~~

- Two (2) Electronic Files, and;
  - Exhibit A Questionnaire – Word
  - Electronic Exhibit Response – Excel Spreadsheet (includes)
    - Scope of Services
    - Exhibit B – Clinic Lab Fees
    - Exhibit C – Clinic Pharmacy Fees
    - Exhibit D – Clinic Budget
    - One (1) in PDF format COMPANY FINANCIALS (Confidential)

PART III INFORMATION REQUIRED FROM PROPOSERS, 3-6 COMPANY FINANCIALS (Confidential ~~Separate Envelope~~) (page 25), See above

Proposers must provide financial statements giving the County enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

II. Response to Questions and Clarifications:

A. Firm A Questions

Staffing/Hours of Operation

- What is the existing clinic's current staffing model? Looking for the most cost-effective model from each vendor
- Does Escambia County prefer to retain current staff or is Escambia County looking for the selected vendor to replace existing staff? Ask the vendor to provide best staff possible
  - If it is desired to retain incumbent staff, are they available for hire or is there a noncompete in place? Is current salary information available? Staff are hired by current employer. County does not provide data on status of outside vendor employment.
  - Please provide the details on job scope for each of the positions at the current clinic. Staff are hired by current employer. County does not provide data on status of outside vendor employment.
- Clinic Operations
  - Is the clinic open during lunch hours? Yes
  - Is the new vendor required to model based on the current hours of operation or can vendor model with recommended hours of operation? Looking for the most cost-effective model from each vendor

    - What is Escambia County's expectation for after-hours care? Looking for vendors to provide most cost-effective and impactful strategy
- What are the typical visit durations (20 min, 30 min, etc)? Looking for the most cost-effective model from each vendor

Scope of Services

- Is Escambia County considering expanding the current scope of services? Yes
- Please confirm whether flu shots may occur in-clinic or will flu shots be available exclusively as part of a flu event/clinic outside of normal patient visits? What percentage of the eligible population current receives annual flu shots? The onsite clinic gives flu shots at the onsite clinic as well as off site events (health fairs, office buildings, jail, etc.). We gave 380 flu shots in 2019
- What are the expectations with respect to performing pre-employment physicals and treating work-related injuries at the clinic? Selected vendor to provide these service
- Does Escambia County currently have any disease management or active case management programs in place? If so, please explain. Limited services at this time
- Please confirm that pharmacy services, such as prepackaged medication dispensing, are desired. Yes
- It is stated that lab orders from the onsite provider are to be drawn in the lab. Would Escambia County also be willing to allow outside orders to be drawn in the clinic? Prefer to handle as part of onsite services
- Biometric Events
    - Will biometric events only be open to employees or would spouses/dependents be able to participate? Both employees and family
    - What percentage of the population would you expect to participate in biometric screenings events? Please provide a la carte pricing for biometric screenings
- Would Escambia County be willing to share PBM data to ensure that the proposed solutions or opportunities for Escambia County are appropriately priced and modeled? Minimum information needed from PBM: We will share with the selected vendor
    - NDC, Qty, Days, and any data fields related to cost such as patient pay, ingredient cost, plan pay, deductible, dispensing fee, etc.
- Does Escambia County currently have any wellness programs in place? If so, please explain. Not currently.
    - Are Escambia County's wellness programs incentivized?
    - Who is the current provider of wellness services?
    - What is the current level of participation in the wellness program?
    - Does the current wellness program include HRA, biometric screenings, and/or wellness coaching?

Benefit/Plan Design

- Would Escambia County be willing to share summary claims data? This is information from Dave at BCBS
- COUNTY

Annual PCP Visits	6,596	$62.51
Annual Specialist Visits	10,411	$58.35
Annual ER Visits		
Annual Lab Visits	757	$5.23
Annual Urgent Care Visits	688	$75.21
Annual Prescriptions	2611 (2092 Generic, 111 (multi brand) and 408 (single source brand)	$36.75 (16.27/41.27/140.56)

- SHERIFF

Annual PCP Visits		3,040	$16.80
Annual Specialist Visits		8,827	$92.02
Annual ER Visits		224	$1,209.76
Annual Lab Visits			
Annual Urgent Care Visits		1058	$129.24
Annual Prescriptions	12199		$86.46

  - Provider office visits per 1000; the average cost of a provider visit
  - Lab encounters per 1000; average costs of a lab encounter
  - Ancillary encounters per 1000; average cost of encounter
  - Specialist visits per 1000; average cost of a specialist visit; specialist visits by specialist type (physical therapy, chiropractic, pediatric, psychiatry, radiology, pathology, etc.)
  - ER/urgent care visits per 1000; the average cost of an ER/urgent care visit
  - Hospital inpatient admissions per 1000; the average cost of an inpatient admission
  - If unable to provide summary claims data, can Escambia County provide what their biggest cost drivers in terms of medical spend are at present?
- Will Escambia County be incentivizing employee behavior to utilize the clinic through a change in benefit design? Evaluating options for enhancing wellness strategy
- Insurance:
  - Does Escambia County know whether they have a market level fee, above market level fee, or below market level fee? Not necessary to complete ITN
  - What network arrangement does Escambia County have with their insurance carrier? Narrow network or broad network? Broad

- Can Escambia County share their current benefit plan design (BPD) for all health partners?
    - If Escambia County is unable to share their BPD, can Escambia County provide the estimated number of plan participants who are enrolled in an HSA plan? Included in a separate cover, find the SBC for each plan
    - If Escambia County is unable to share the BPD, can they share their list of vendors?
- Would Escambia County provide an employee census, inclusive of zip codes, for geo-plotting purposes? Not available by Wednesday. We will share the data with selected vendor.
    - At a minimum, would Escambia County provide the number of employees who live within 5 miles of the clinic? 10 miles? And 15 miles?

Space/Facility

- Would Escambia County share a floorplan inclusive of data/electric/plumbing locations? See Attached Drawings
    - If possible, an AutoCAD drawing would be preferred. Not available
- What is the total square footage of the current clinic? See Attached Drawings
- It is mentioned that the county has an additional 1,920 square feet of space available for build out.
    - Is this additional space adjacent to your current health center or is this a separate location?
- Can Escambia County provide a current equipment list, including approximate remaining useful life, maintenance and calibration logs? County does annual inventory at clinic
- Who owns the equipment/furniture/computers/phones and supplies in the current center? Escambia County/Sheriff own the equipment with the exception of the computers (thin clients)
- Who owns the phone lines/phone numbers currently in place for the health center? Escambia County
- Does Escambia County currently pay for the following services or are these covered by the current clinic administrator? Escambia County
    - Janitorial services Escambia County
    - Security Escambia County
    - Waste Disposal – Biohazard waste to be handled by the vendor
    - Facility Maintenance Escambia County
    - Grounds Maintenance Escambia County

Misc./Operational

- What file format should Exhibit A, Exhibit B, Exhibit C and Exhibit E be returned in? PDF? Any files containing financial information should be returned in the Excel file format provided
- What file format should the Scope of Work be returned in? Do Exhibits B and C need to be included with the Scope of Work or as separate files? Any files containing financial information should be in the Excel file format provided
- What is the average hourly wage for Escambia County employees and the projected net growth rate? Not necessary to complete ITN

- Please clarify the anticipated takeover date should a new vendor be chosen for the clinic. If a new vendor is selected, the takeover will occur in August

Chronic Condition Management (CCM)

- Does Escambia County want the health center providers to manage chronic conditions as part of the primary care model or are they looking for the added support of a formal chronic condition management program and the additional staff resources (i.e. Certified Diabetic Nurse Educator) to support high-risk members? Yes
- Does Escambia County have specific requirements regarding which specific conditions (i.e. diabetes, hypertension, asthma, COPD, etc.) would be covered under CCM services? Escambia County expects the clinic chronic disease management program will follow the best practices consistent with nationally published standards and guidelines
- Does Escambia County plan to provide any incentives to participate or consideration of incentives for those enrolled? This may include low or no-cost medications. The County is evaluating options for promoting targeted programs
- What is the prevalence of chronic conditions by type (diabetes, heart disease, asthma/COPD, etc.) in Escambia County's workforce/dependent population who are eligible to use the clinic services? Please assume the county's prevalence of conditions are consistent with national norms.
- Does Escambia County current health plan offer any diabetes management programs? If so, what are the current participation rates? Are there any expectations for the new health vendor to integrate with those services? Escambia County is looking to provide members with a total health care experience. Please included the lowest cost, highest impact solutions as part of your organization's proposal.

Occupational Health Services

- Please provide the current occupational health services provided by or facilitated by Escambia County.

Service	Yes	No	Annual Qty performed	Vendor	Cost per unit
Pre-employment physicals			1156		
Pre-employment drug screening	N/A				
Reasonable suspicion drug testing	N/A				
Post-accident drug testing	N/A				
DOT physicals and drug testing			17		
OSHA hearing surveillance program			335		
Haz Mat Physicals			Meth lab physical for Sheriff: 12		
Respirator fit testing			335		

Spirometry testing			335		
Travel physicals (including vaccinations)	N/A				
Worksite job analysis	N/A				
Worksite injury/illness initial treatment	N/A				
Work related injury/illness follow-up treatment	N/A				
Workers compensation case management	N/A				
Other OSHA surveillance programs (please clarify)	N/A				
Fit for duty	N/A				
Return to work examinations	N/A				
Other (please list):					

- If Escambia County employs occupational health staff, what is the current staffing model? Please include the necessary staffing as part of your overall proposal
- What is Escambia County's current annual Occupational Health cost (including cost of services outsourced to other vendors)? Not necessary to complete ITN
- What is Escambia County's Current work comp claims spend? Not necessary to complete ITN
- What is Escambia County's number of annual injuries? Not necessary to complete ITN
- What is Escambia County's number of annual OSHA recordables? Not necessary to complete ITN
- Please describe how work comp injury case management is currently managed. Does Escambia County foresee any changes to this process? Not necessary to complete ITN

B. <u>Firm B Questions</u>

1. "Annual Fees shall be firm for the entire length of the initial contract term" – does this mean that Escambia will not accept annual price increases for the first 5 years of a contract that cover annual cost of living increases for staff? Please provide the most cost-effective budget for the term of the Agreement

2. Do we to ask a question that guides the County into the proper staffing model. For example:
   The County has requested that the clinician be the health coach for employees/dependents. Clinicians are able to provide health education and counseling but are not sufficiently trained to create individual change management plans (i.e. create a weight loss plan, a workout plan, or an individualized nutritional plan), measure daily progress with those plans, and provide on-going wellness coaching. This is the role of a health coach who is trained to provide participants'

customized health plans to cultivate a healthier lifestyle. The clinician can treat/diagnosis medical issues but would hand off to a health coach for individualized program construction to achieve goals.

Is it the intent of the County to add this role to the existing staffing model? Please provide the most cost-effective staffing model for the term of the Agreement

3. The County asks the question, "Do you offer performance guarantees against the IHI's Triple Aim of patient satisfaction, improved health outcomes and redirected claims savings?"
   Has the County conducted a self-assessment, created a leadership team, and collected claims data and population outcome measures to establish a framework specific to the IHI Triple Aim initiative? No, the County has not done the analysis.
   - If so, can the County outline the measures the County will be tracking so we can offer PG's that align to the County's program?

   Many vendors feel the IHI's Triple Aim is the most comprehensive way to demonstrate the impact of the clinic on:
   The triple AIM will be measure on the following metrics:
   A. **Clinical outcomes**. Specifically, the County wants clinic vendors to report on how high-risk members and individuals with chronic conditions are improving the management of their conditions. For example:
      a. Are people with high cholesterol lowering their specific levels?
      b. Are people with high blood pressure lowering the values?
      c. Are people with diabetes managing their A1C towards target levels?
   B. **Controlling health care costs**. If the County reviews their Total Medical Costs, Total Pharmacy Costs, and the Total Clinic Costs, they create a metric called the Comprehensive Medical Spend. The County wants to monitor the trend of the Comprehensive Medical Spend on a yearly basis. The County will use the Comprehensive Medical Spend data as a benchmark to understand whether the costs are escalating, remaining flat, or declining.
   C. **Client satisfaction**. The County wants vendors to evaluate/report the following key metrics:
      a. Participant satisfaction. Beyond the NPS score, we want clinic vendors to identify where member feel there are opportunities to engage more members in the clinic.
      b. Client senior management satisfaction. Like the Participant Satisfaction, we want clinic vendors to survey our senior management to identify where there are opportunities to take the clinic to the next level of quality and service.
4. Can you confirm all the details on how to digitally submit the proposal? Proposals should be uploaded as a two separate PDF's (through Vendor Registry
5. We have a Certificate of Insurance that can be provided with the submission. Do we still have to submit a letter from our insurance carrier to verify coverage or can we simply submit the COI? (We understand that a COI is not required until the vendor's proposal is accepted, hence our asking if we already have the COI, can we submit in lieu of the letter from the insurance carrier?) Yes

6. Depending on local, state, and/or federal orders related to COVID-19, will the County make virtual provisions for the initial discussions/negotiations scheduled on May 5 and May 6? Schedules will be established for Skype interviews. Notices will be sent out to short-listed firms.

C. **Firm C questions**

- Current HDHP and PPO plans – Please provide the breakdown of how many enrolled in each plan type?
  - $750 Deductible PPO – 696
  - $500 Deductible PPO – 888
  - HDHP - 157

- Can you send the clinic utilization data? – Rolling 12 months
  - Can you break this down by provider type?
  - Can you break this down by visit type?
    - I.e. chronic condition management vs. acute care.
    - Occupational Health

  See above response
- Can you share claims data? Not necessary to complete ITN
  - Can provide the most recent annual review from Florida Blues
    - Utilization by service types

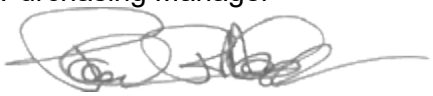
- Can you provide a floor plan of the existing clinic / your proposed plan for expansion?
  See above
- Can you provide the current staffing model?
  See above
- Can you provide the current engagement rate?
  See above
- Average population age?
  Not necessary to complete ITN
- Please confirm if the County owns the clinic equipment or is it owned by your current clinic vendor?
  See above
- Reason for going out to RFP? County's fiduciary responsibility
  - What does success look like for you? Cost effective services that promote health and well being for the members
  - What is the goal for the employee health center? Improve health status and manage claims costs
  - Please describe the process for setting appointments Please provide your best recommendation
    - % of walk in visits Primary Care
    - % of scheduled visits Primary Care
    - % of walk in visits Occ Health
    - % of scheduled visits Occ Health

- Target clinic opening date?
  See above
- Scope of current occupational health services?
  See above
- Total number of occ health visits (also broken down by type if possible)
  See above
- Were all the occ health visits listed on page 29 handled in the clinic?
  See above
- Which clinic staff member is currently providing the DOT physicals? RN, NP, etc.
  See above

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Escambia County Plans

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-664-5295 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$1,000** Per Person/**$3,000** Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$3,250** Per Person/**$9,750** Family. Out-Of-Network: Combined with In-Network.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-664-5295 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: $20 Copay per Visit/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: No Charge	Primary Care Visits: Deductible + 40% Coinsurance/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	40% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: Deductible + 20% Coinsurance/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $40 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $100 Copay per Visit/ Hospital Option 1: $150 Copay per Visit	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: $350 Copay per Visit	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 20% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$200 Copay per Visit + 20% Coinsurance	$200 Copay per Visit + 20% Coinsurance	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	————none————
	Urgent care	Urgent Care Visits: $50 Copay per Visit/ Value Choice Provider: $0 Copay - Visits 1-2 $65 Copay for	Urgent Care Visits: Deductible + $50 Copay per Visit/ Value Choice Provider: Not Covered	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		remaining Visits		
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $750 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $750 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-664-5295. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$1,000
Specialist Coinsurance	20%
Hospital (facility) Copayment	$750
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$1,000
Copayments	$800
Coinsurance	$300
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$1,000
Specialist Coinsurance	20%
Hospital (facility) Copayment	$750
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$600
Copayments	$1,600
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,260**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$1,000
Specialist Coinsurance	20%
Hospital (facility) Copayment	$750
Other Copayment	$200

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,000
Copayments	$200
Coinsurance	$100
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,300**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-008-1. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-664-5295 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$750** Per Person/**$2,250** Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$2,250** Per Person/**$6,750** Family. Out-Of-Network: Combined with In-Network.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-664-5295 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: $15 Copay per Visit/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: No Charge	Primary Care Visits: Deductible + 40% Coinsurance/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	$50 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	40% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: $50 Copay per Visit/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $40 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $100 Copay per Visit/ Hospital Option 1: $150 Copay per Visit	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: $350 Copay per Visit	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 20% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$200 Copay per Visit + 20% Coinsurance	$200 Copay per Visit + 20% Coinsurance	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	————none————
	Urgent care	Urgent Care Visits: $30 Copay per Visit/ Value Choice Provider: $0 Copay - Visits 1-2 $45 Copay for	Urgent Care Visits: Deductible + $30 Copay per Visit/ Value Choice Provider: Not Covered	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		remaining Visits		
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$50 Copay on initial Visit	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Physician Office: $50 Copay per Visit/ Outpatient Rehab Center: $30 Copay per Visit	Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-664-5295. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$750
Copayments	$500
Coinsurance	$400
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,710**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$1,960**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Copayment	$200

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$750
Copayments	$400
Coinsurance	$80
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,230**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-008-1. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

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با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$2,100** Per Person. Out-Of-Network: **$8,400** Per Person.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-664-5295 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: Deductible/ Virtual Visits (Telemedicine): Not Covered	Primary Care Visits: Deductible + 20% Coinsurance/ Virtual Visits (Telemedicine): Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible	Deductible + 20% Coinsurance	————none————
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20% Coinsurance/ Hospital: In-Network Deductible	————none————
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	Physician Services: In-Network Deductible/ Hospital: Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-664-5295. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits

Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,160**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$4,200** Per Person/**$4,200** Family. Out-of-Network: **$8,400** Per Person/**$8,400** Family.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$4,200** Per Person/**$4,200** Family. Out-Of-Network: **$16,800** Per Person/**$16,800** Family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: Deductible/ Virtual Visits (Telemedicine): Not Covered	Primary Care Visits: Deductible + 20% Coinsurance/ Virtual Visits (Telemedicine): Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient	Facility fee (e.g., ambulatory	Deductible	Deductible + 20%	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
surgery	surgery center)		Coinsurance	
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20% Coinsurance/ Hospital: In-Network Deductible	————none————
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	Physician Services: In-Network Deductible/ Hospital: Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$4,260**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$4,260**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-008-1. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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Escambia County Sheriff's Office Plans

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: $750 Per Person/$2,250 Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: $3,000 Per Person/$9,000 Family. Out-Of-Network: Combined with In-Network.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Important Questions	Answers	Why This Matters:
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	$50 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	$0 Copay per Visit	$0 Copay per Visit	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: $50 Copay per Visit/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$10 Copay per Prescription at retail, No Charge by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $100 Copay per Visit/ Hospital Option 1: $150 Copay per Visit	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: $350 Copay per Visit	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 20% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$100 Copay per Visit + 20% Coinsurance	$100 Copay per Visit + 20% Coinsurance	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Urgent care	$50 Copay per Visit	Deductible + $50 Copay per Visit	————none————

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	Physician Office: 40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$50 Copay per Visit	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	$50 Copay per Visit	Physician Office: Deductible + 40% Coinsurance/ Outpatient Rehab Center: Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————
	Children's eye exam	Not Covered	Not Covered	Not Covered

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$750
Copayments	$600
Coinsurance	$400
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$1,810

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	$1,960

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Copayment	$100

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$750
Copayments	$300
Coinsurance	$100
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$1,150

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: $500 Per Person/$1,500 Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: $2,500 Per Person/$5,000 Family. Out-Of-Network: $4,000 Per Person/$8,000 Family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Important Questions	Answers	Why This Matters:
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$15 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	$30 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	$0 Copay per Visit	$0 Copay per Visit	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $75 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: $30 Copay per Visit/ Independent Diagnostic Testing Center: $75 Copay per Visit	Deductible + 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $30 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $75 Copay per Visit/ Hospital Option 1: $100 Copay per Visit	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 10% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 10% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$100 Copay per Visit	$100 Copay per Visit	————none————
	Emergency medical transportation	Deductible + 10% Coinsurance	Deductible + 10% Coinsurance	————none————
	Urgent care	$30 Copay per Visit	Deductible + $30 Copay per Visit	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $250 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Physician/surgeon fees	Deductible + 10% Coinsurance	Deductible + 10% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$30 Copay per Visit	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 10% Coinsurance	Deductible + 10% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $250 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	$30 Copay per Visit	Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Hearing aids	• Pediatric glasses
• Bariatric surgery	• Infertility treatment	• Private-duty nursing
• Cosmetic surgery	• Long-term care	• Routine eye care (Adult)
• Dental care (Adult)	• Pediatric dental check-up	• Routine foot care unless for treatment of diabetes
• Habilitation services	• Pediatric eye exam	• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic care - Limited to 35 visits	• Most coverage provided outside the United States. See www.floridablue.com.	• Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? [Yes / No]
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

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About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Copayment	$250
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$600
Coinsurance	$200
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$1,360

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Copayment	$250
Other Coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	$1,960

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Copayment	$250
Other Copayment	$100

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$300
Coinsurance	$70
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$870

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

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Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

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ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

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UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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City of Pensacola Plans

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.floridablue.com/plancontracts/group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: $500 Per Person/$1,000 Family. Out-of-Network: Not Applicable.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: $2,000 Per Person/$4,000 Family. Out-Of-Network: Not Applicable.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$15 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	$30 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	$15 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $25 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share	Specialty drugs are subject to the cost share based on	Not covered through Mail Order. Up to 30 day supply for retail.

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		based on applicable drug tier.	the applicable drug tier.	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible + 20% Coinsurance	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	————none————
If you need immediate medical attention	Emergency room care	$100 Copay per Visit	$100 Copay per Visit	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	Out-of-Network only covered for emergencies.
	Urgent care	$30 Copay per Visit	Not Covered	Out-of-Network only covered out-of-state.
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible + 20% Coinsurance	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Inpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$30 Copay on initial Visit	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	————none————
	Childbirth/delivery facility services	Deductible + 20% Coinsurance	Not Covered	————none————
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	————none————
	Rehabilitation services	$15 Copay per Visit	Not Covered	Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	No Charge	Not Covered	Coverage limited to 30 days. Prior Authorization may be required. Your benefits/services may be denied.
	Durable medical equipment	Motorized Wheelchairs:	Not Covered	————none————

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		$500 Copay + Deductible + 20% Coinsurance/All Other: Deductible + 20% Coinsurance		
	Hospice services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care
- Most coverage provided outside the United States. See www.floridablue.com.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services

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department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Coinsurance	20%
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$30
Coinsurance	$1,500
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$2,090

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Coinsurance	20%
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	$1,960

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Coinsurance	20%
Other Copayment	$100

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$200
Coinsurance	$20
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$720

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

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주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.floridablue.com/plancontracts/group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$2,100** Per Person. Out-of-Network: **$4,200** Per Person.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$2,100** Per Person. Out-Of-Network: **$8,400** Per Person.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible	Deductible + 20% Coinsurance	————none————
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20%	————none————

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
			Coinsurance/ Hospital: In-Network Deductible	
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Physician Office: Deductible / Hospital: Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	In-Network Deductible	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,160**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

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સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

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توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$4,200** Per Person/**$4,200** Family. Out-of-Network: **$8,400** Per Person/**$8,400** Family.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$4,200** Per Person/**$4,200** Family. Out-Of-Network: **$16,800** Per Person/**$16,800** Family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible	Deductible + 20% Coinsurance	————none————
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20%	————none————

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
			Coinsurance/ Hospital: In-Network Deductible	
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Physician Office: Deductible / Hospital: Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	In-Network Deductible	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$4,260**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$4,260**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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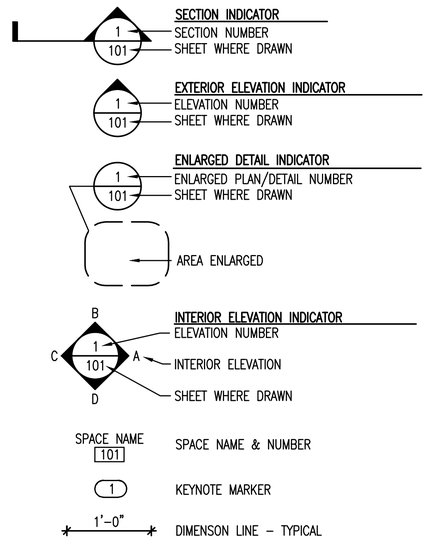
Building Drawings

BAYLEN STREET MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

DRAWING SYMBOLS LEGEND



BID OPTIONS

1. REPLACE ALL EXISTING LIGHT FIXTURES WITHIN THE LIMITS OF CONSTRUCTION WITH ENERGY EFFICIENT LIGHT FIXTURES; SEE ELECTRICAL.
2. REPLACE ALL EXISTING LIGHT FIXTURES WITHIN THE LIMITS OF CONSTRUCTION WITH LED LIGHT FIXTURES; SEE ELECTRICAL.
3. IN LIEU OF PLASTIC LAMINATE TOILET PARTITIONS – SOLID PHENOLIC CORE TOILET PARTITIONS; SEE FINISH SCHEDULE.
4. IN LIEU OF VCT LOBBY FLOORING WITH RUBBER BASE – PORCELAIN TILE FLOORING AND BASE; SEE FINISH SCHEDULE.
5. REPLACE EXISTING CARPET AND EXISTING RUBBER BASE AT ROOMS 106, 111, 113, 119, AND 124 WITH NEW CARPET AND RUBBER BASE; SEE FINISH SCHEDULE.

GENERAL NOTES

1. NOTED DIMENSIONS SHALL HAVE PREFERENCE OVER DRAWING SCALE.
2. ALL DIMENSIONS ARE TO GRID LINE, FACE OF CMU, OR FACE OF STUDS; EXCEPT WHERE OTHERWISE NOTED.
3. HINGE SIDE OF ALL DOORS ARE LOCATED 6" FROM ADJACENT FACE OF WALL, U.N.O.
4. CONTRACTOR TO NOTIFY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO PROCEEDING WITH THIS PROJECT. ESCAMBIA COUNTY HAS AN ASBESTOS SURVEY ON FILE FOR THIS BUILDING.
5. ARCHITECT WILL SELECT COLORS ON ALL ITEMS INCLUDED WITHIN THE CONTRACT; SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
6. THERE ARE EXISTING COMMUNICATION AND DATA LINES THAT RUN THROUGH THE LIMITS OF CONSTRUCTION THAT SERVE OTHER PARTS OF THE BUILDING. PRIOR TO COMMENCING DEMOLITION THE CONTRACTOR IS TO IDENTIFY AND MARK ALL LINES WITH THE OWNER'S REPRESENTATIVE AND THE ARCHITECT. CONTRACTOR SHALL ENSURE THAT THESE LINES ARE NOT DISTURBED THROUGHOUT THE DURATION OF THE CONTRACT.

DESIGN TEAM

ARCHITECT

HERNANDEZ CALHOUN DESIGN INTERNATIONAL
1120 EAST CERVANTES STREET
PENSACOLA, FL 32501

SARAH HERNANDEZ
Phone: 850-434-5142
Fax: 850-434-5146

CIVIL ENGINEERS

HERNANDEZ CALHOUN DESIGN INTERNATIONAL
1120 EAST CERVANTES STREET
PENSACOLA, FL 32501

CHRIS BRIDGES, P.E.
Phone: 850-434-5142
Fax: 850-434-5146

MECHANICAL ENGINEERS

HM YONGE AND ASSOCIATES INC
49 EAST CHASE STREET
PENSACOLA, FL 32502

HOWARD M. YONGE, P.E.
Phone: 850-434-2661
Fax: 850-469-0102

ELECTRICAL ENGINEERS

HM YONGE AND ASSOCIATES INC
49 EAST CHASE STREET
PENSACOLA, FL 32502

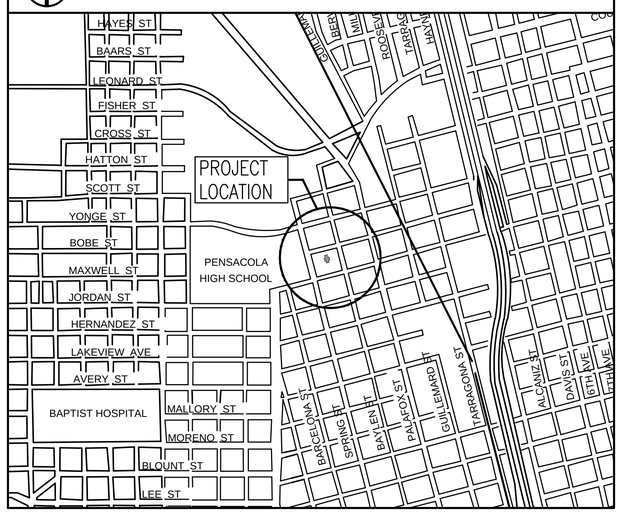
JOE MOORE, P.E.
Phone: 850-434-2661
Fax: 850-469-0102

ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	EJ	EXPANSION JOINT	OC	ON CENTER
@	AT	EXT	EXTERIOR	OS	OFF-SET
∠	ANGLE	F.E.C.	FIRE EXTINGUISHER CABINET	PLYWD	PLYWOOD
ACOUS	ACOUSTICAL	FF	FINISHED FLOOR	PT	PRESSURE TREATED
ADD.	ADDITIONAL	FFE	FINISHED FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE
ALUM	ALUMINUM	FL	FLUE THROUGH ROOF	QUAN	QUANTITY
ANOD	ANODIZED	FRT	FIRE RETARDANT TREATED	REINF	REINFORCED/REINFORCING
AFF	ABOVE FINISHED FLOOR	FS	DIMENSIONED TO FACE OF STUD	REQD	REQUIRED
APPROX.	APPROXIMATELY	GA	GAGE	RM	ROOM
BD	BOARD	GALV	GALVANIZED	R	RADIUS
BLDG	BUILDING	GEN	GENERAL	RD	ROOF DRAIN
℄	CENTERLINE	GMS	GALVANIZED METAL STUD	SAFB	SOUND ATTENUATION FIBERGLASS BATT
CLG	CEILING	GR	GUARDRAIL	SCHED	SCHEDULE
CLR	CLEAR	GWB	GYPSUM WALLBOARD	SIM	SIMILAR
COL	COLUMN	H/C	HANDICAPPED	SQ	SQUARE
CONC	CONCRETE	HORIZ	HORIZONTAL	SS	STAINLESS STEEL
CONT	CONTINUOUS	HR	HANDRAIL	STD	STANDARD
CJ	CONTROL JOINT	HT	HEIGHT	STL	STEEL
CMU	CONCRETE MASONRY UNIT	HM	HOLLOW METAL	STRUCT	STRUCTURAL
CT	CERAMIC TILE	HVAC	HEATING, VENTILATION, & AIR CONDITIONING	SYM	SYMMETRICAL
DTL	DETAIL	INFO.	INFORMATION	THK	THICK
DIA/ø	DIAMETER – OUTSIDE	INSUL	INSULATION	TYP	TYPICAL
DWGS	DRAWINGS	LAM	LAMINATE	TOC	TOP OF CONCRETE
DF	DRINKING FOUNTAIN	LAV	LAVATORY	TOS	TOP OF STEEL
DN	DOWN	MFR	MANUFACTURER/MANUFACTURING	TS	TUBULAR STEEL
DS	DOWNSPOUT	MECH	MECHANICAL	UNO	UNLESS NOTED OTHERWISE
DS/SB	DOWNSPOUT/SPLASHBLOCK	MIN	MINIMUM	VERT	VERTICAL
EA	EACH	MT	METAL THRESHOLD	VB	VAPOR BARRIER
ELEC	ELECTRICAL/ELECTRIC	MTL	METAL	VTR	VENT THRU ROOF
ELEV	ELEVATION	MO	MASONRY OPENING	WP	WATERPROOF
EQ	EQUAL	NA	NOT APPLICABLE	WR	WATER RESISTANT
EQUIP	EQUIPMENT	NIC	NOT IN CONTRACT	W/	WITH
EXIST	EXISTING	NTS	NOT TO SCALE	WWM	WELDED WIRE MESH

SITE LOCATION MAP

SITE VICINITY MAP



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BAYLEN STREET MEDICAL CLINIC RENOVATION
2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

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GENERAL DEMOLITION NOTES

GENERAL REQUIREMENTS

REMOVE EXISTING CONSTRUCTION AS INDICATED ON THE DRAWINGS AND AS NEEDED TO ACCOMMODATE THE INSTALLATION OF NEW WORK. PROVIDE APPROPRIATE BRACING, SHORING, TEMPORARY CONSTRUCTION, SAFETY BARRICADES, NOTICES, WARNINGS, ETC., NECESSARY TO PROVIDE A SAFE AND ORDERLY DEMOLITION PROCESS.

THE CONTRACTOR SHALL INSURE THAT THE STRUCTURAL ELEMENTS ARE NOT OVERLOADED AND SHALL BE RESPONSIBLE FOR INCREASING STRUCTURAL SUPPORTS OR ADDING NEW SUPPORTS AS MAY BE REQUIRED AS A RESULT OF ANY CUTTING, REMOVAL, OR DEMOLITION WORK PERFORMED UNDER THIS CONTRACT.

DEBRIS REMOVAL

THE WORK INCLUDES DEMOLITION AND REMOVAL OF RESULTING RUBBISH AND DEBRIS. RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE BUILDING DAILY TO AVOID ACCUMULATION AT THE DEMOLITION SITE. MATERIALS THAT CAN NOT BE REMOVED DAILY SHALL BE STORED IN AREAS SPECIFIED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

CONTRACTOR TO COORDINATE WITH THE ARCHITECT ON LOCATION OF THE DUMPSTER.

TITLE TO MATERIAL AND EQUIPMENT TO BE DEMOLISHED IS VESTED IN THE CONTRACTOR AND ITS REPRESENTATIVES, UNLESS OTHERWISE INSTRUCTED. DISPOSAL OF MATERIALS SHALL BE ACCOMPLISHED IN A LEGAL MANNER.

DUST CONTROL

THE AMOUNT OF DUST RESULTING FROM DEMOLITION SHALL BE CONTROLLED TO PREVENT THE SPREAD OF DUST TO OCCUPIED PORTIONS OF THE CONSTRUCTION SITE AND TO AVOID CREATION OF A NUISANCE IN THE SURROUNDING AREA. USE OF WATER WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING. THE MIGRATION OF DUST SHALL BE COMPLETELY CONCEALED WITHIN THE WORK AREA. CONSTRUCT TEMPORARY FIRE RATED BARRIER BETWEEN OCCUPIED AREAS AND CONSTRUCTION AREA TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE. PROVIDE VENTILATION EXHAUST FANS AND NEGATIVE PRESSURE BETWEEN CONSTRUCTION AREA AND OCCUPIED AREAS.

PROTECTION

BEFORE BEGINNING ANY DEMOLITION WORK, THE CONTRACTOR SHALL SURVEY THE SITE AND EXAMINE THE DRAWINGS AND SPECIFICATIONS TO DETERMINE THE EXTENT OF THE WORK. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO AVOID DAMAGE TO EXISTING ITEMS TO REMAIN IN PLACE, TO BE REUSED, OR TO REMAIN THE PROPERTY OF THE OWNER; ANY DAMAGED ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AT HIS EXPENSE, AS APPROVED BY THE OWNER.

THE INTERIOR OF THE BUILDING AND SALVAGEABLE MATERIALS AND EQUIPMENT SHALL BE PROTECTED FROM THE WEATHER AT ALL TIMES.

UTILITIES

DISCONNECT EXISTING UTILITIES AS NECESSARY. WHEN UTILITY LINES ARE ENCOUNTERED THAT ARE NOT INDICATED ON THE DRAWINGS, THE OWNER SHALL BE NOTIFIED PRIOR TO FURTHER WORK IN THAT AREA. CONTRACTOR SHALL COORDINATE WITH THE BUILDING MANAGER TO PROPERLY SCHEDULE THE DISCONNECT OF UTILITIES THAT MAY CAUSE DISRUPTION OF SERVICES TO OCCUPIED AREAS OF THE BUILDING OUTSIDE THE WORK AREA.

CLEAN UP

DEBRIS SHALL BE REMOVED AND TRANSPORTED IN A MANNER THAT PREVENTS SPILLAGE ON STREETS OR ADJACENT AREAS. LOCAL REGULATIONS REGARDING HAULING AND DISPOSAL SHALL APPLY. CLEAN UP SHALL OCCUR ON A DAILY BASIS.

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27-Aug-10 11:17a
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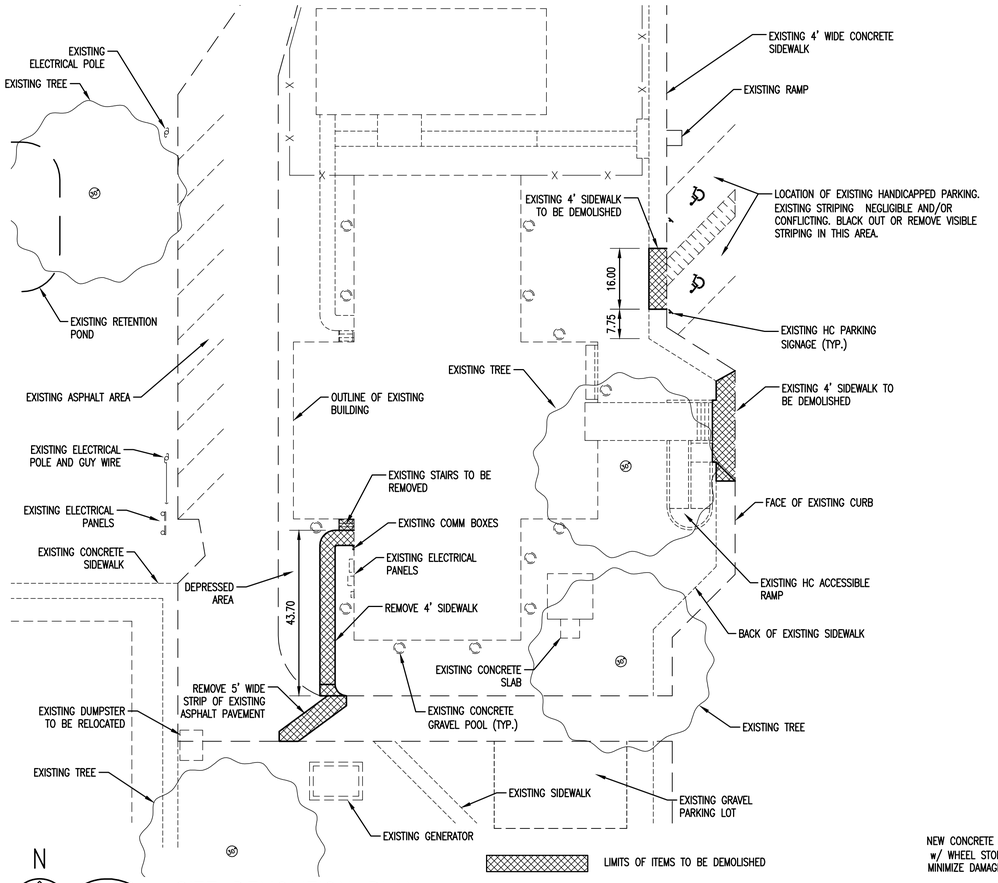

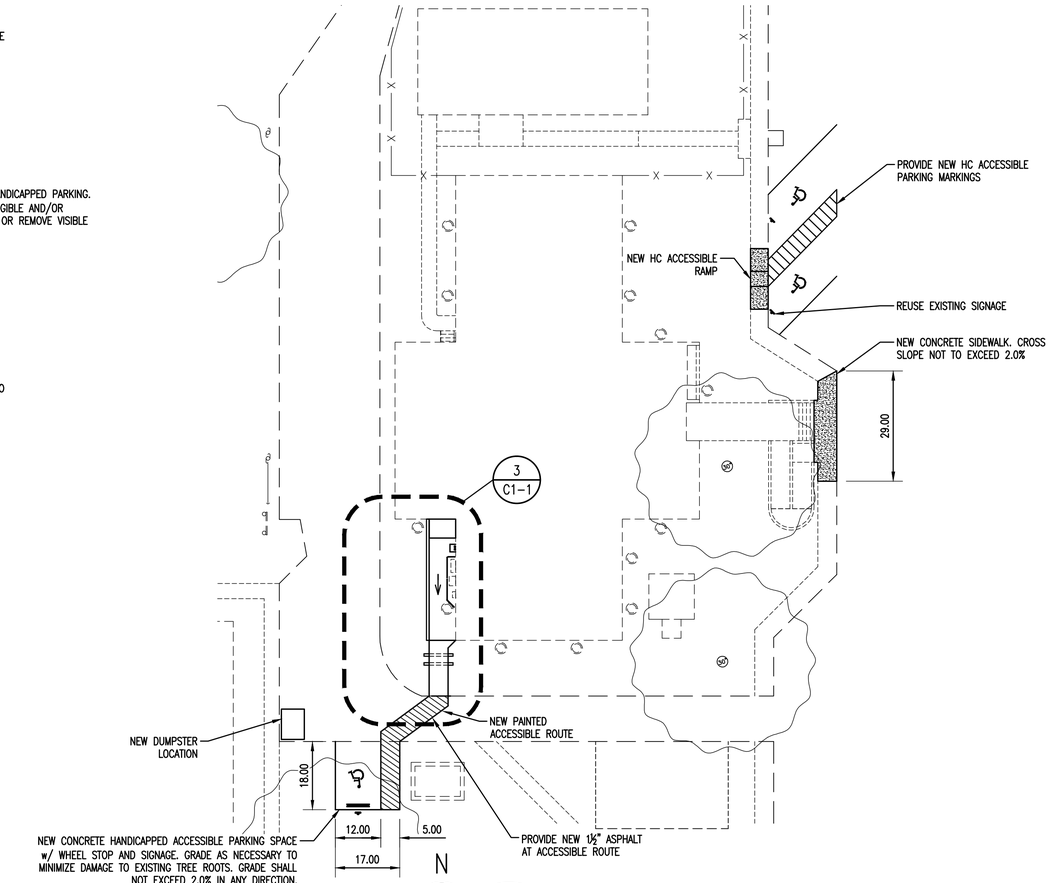

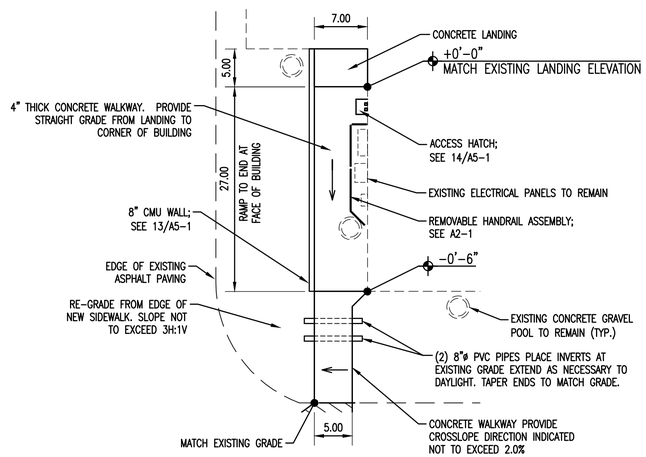

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PROFESSIONAL OF RECORD: C. BRIDGES

DRAWN BY: G. LEUENBERGER

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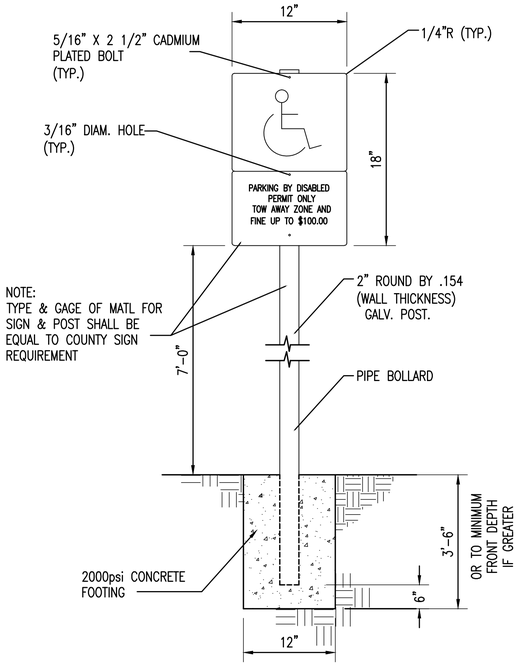
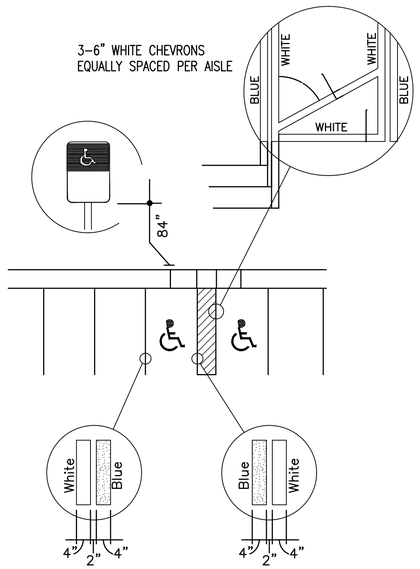


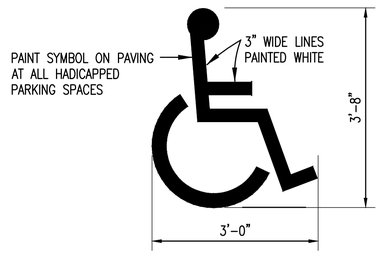
NOTE:
CONTRACTOR SHALL VERIFY ALL THE REQUIRED INFORMATION NECESSARY AT EACH SIGN WITH LOCAL AUTHORITIES PRIOR TO PURCHASING

1 / C1-1 | C1-2 — HC SIGNAGE DETAIL
SCALE: NOT TO SCALE

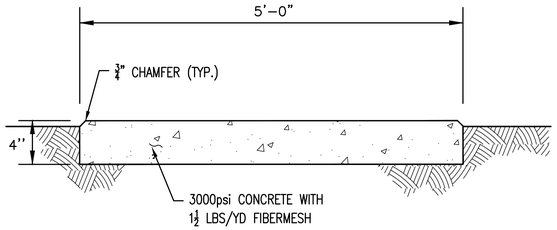


NOTE: EACH HANDICAPPED PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND THE CAPTION "PARKING BY DISABLED PERMIT ONLY." SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION. SLOPES SHALL NOT EXCEED 2% (1:50) IN ANY DIRECTION.

2 / C1-1 | C1-2 — HC PARKING SPACE DETAIL
SCALE: NOT TO SCALE

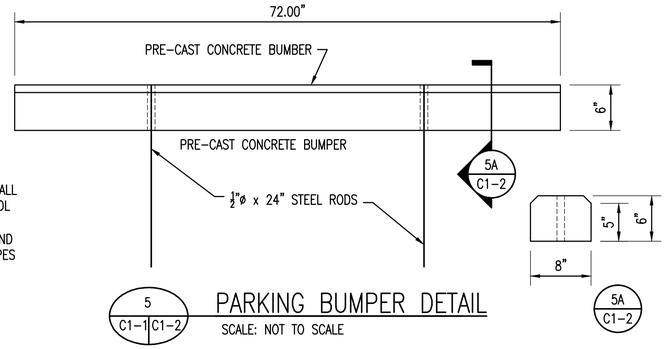


3 / C1-1 | C1-2 — HC PARKING SYMBOL DETAIL
SCALE: NOT TO SCALE

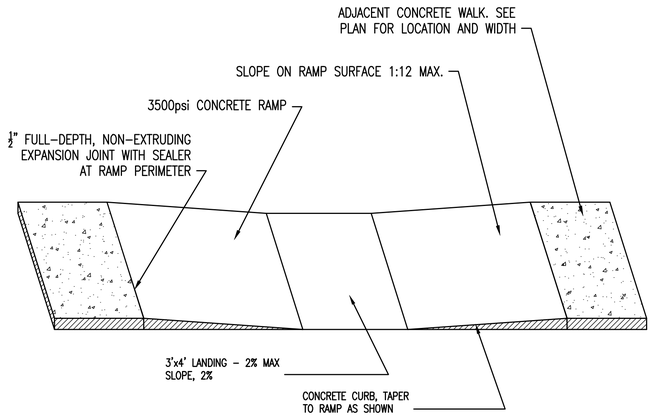


NOTE:
1. PROVIDE CONSTRUCTION JOINTS AT 5'-0" O.C.
2. PROVIDE EXPANSION JOINTS AT 50'-60' O.C. AND AT INTERFACE WITH DRIVEWAY RAMPS
3. SLOPE SIDEWALK AT 2.0% GRADE TOWARD STREET
4. THICKEN PUBLIC SIDEWALKS TO 6" AT DRIVEWAYS AND AROUND RADII

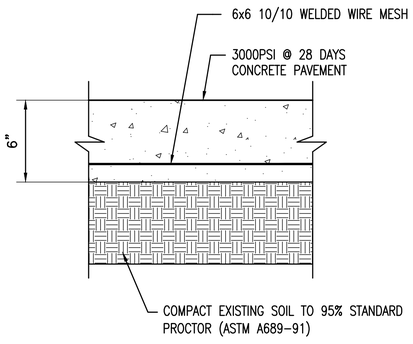
4 / C1-1 | C1-2 — SIDEWALK DETAIL
SCALE: NOT TO SCALE



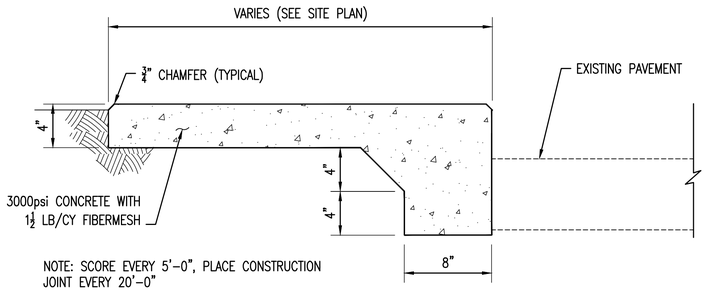
5 / C1-1 | C1-2 — PARKING BUMPER DETAIL
SCALE: NOT TO SCALE



6 / C1-1 | C1-2 — DEPRESSED HC RAMP DETAIL
SCALE: NOT TO SCALE



7 / C1-1 | C1-2 — CONCRETE PAVING SECTION
SCALE: NOT TO SCALE



NOTE: SCORE EVERY 5'-0", PLACE CONSTRUCTION JOINT EVERY 20'-0"

8 / C1-1 | C1-2 — TURNDOWN SIDEWALK DETAIL
SCALE: NOT TO SCALE

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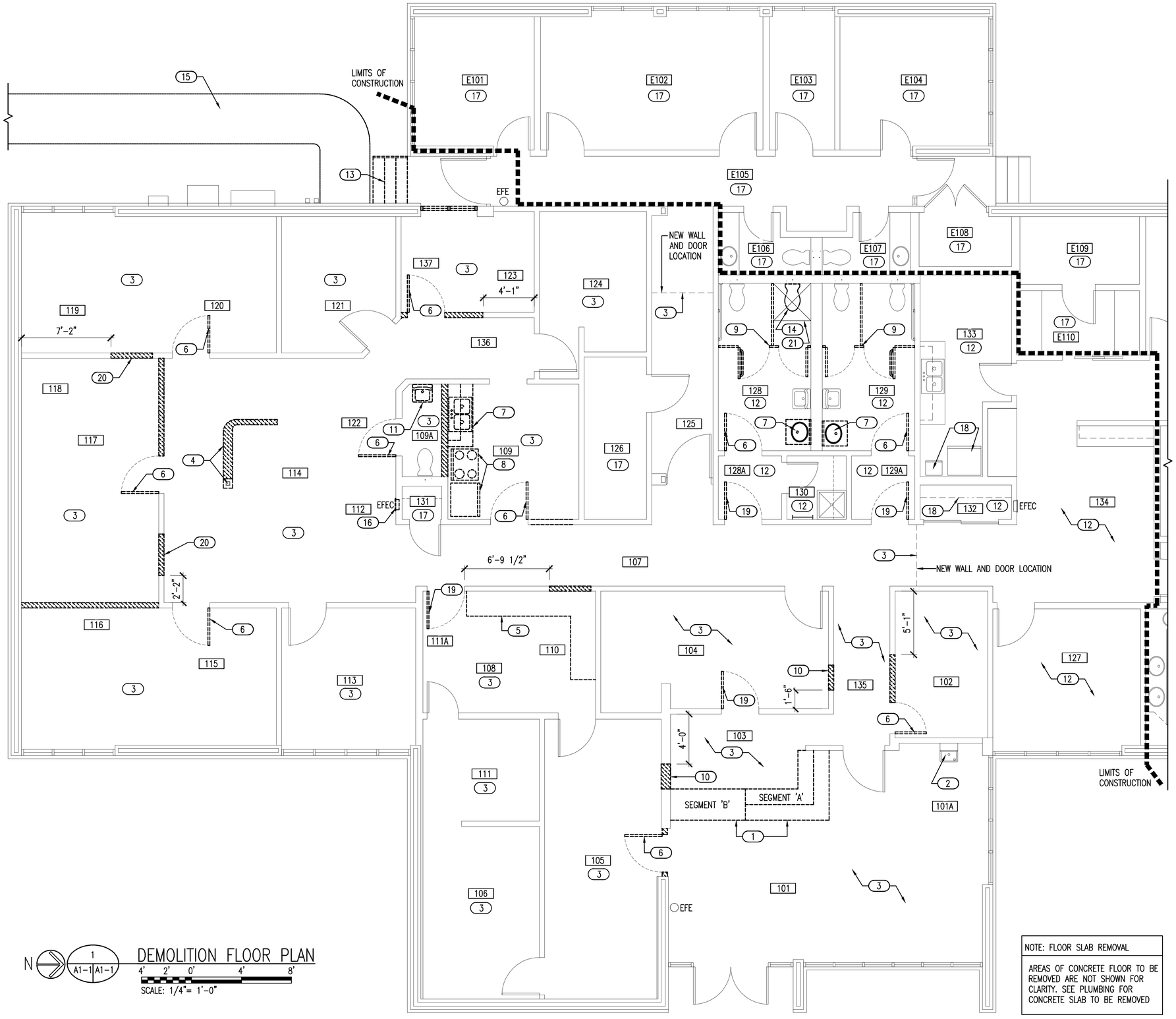

N

1 / A1-1 | A1-1

DEMOLITION FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

NOTE: FLOOR SLAB REMOVAL

AREAS OF CONCRETE FLOOR TO BE REMOVED ARE NOT SHOWN FOR CLARITY. SEE PLUMBING FOR CONCRETE SLAB TO BE REMOVED

LEGEND

- REMOVE EXISTING WOOD STUD AND GYPSUM WALLBOARD PARTITION; SEE FLOOR PLAN FOR EXTENTS
- REMOVE EXISTING WINDOW AND FRAME
- EFEC — EXISTING FIRE EXTINGUISHER CABINET TO REMAIN
- EFE — EXISTING FIRE EXTINGUISHER TO REMAIN
- EXISTING WINDOW AND FRAME TO REMAIN
- EXISTING DOOR AND FRAME TO REMAIN

KEYNOTES

1. REMOVE EXISTING RECEPTION WORKSTATION SEGMENT 'A' CLEAN AND MODIFY TO REINSTALL AT ROOM 114; REMOVE WORKSTATION SEGMENT 'B' AND TURN OVER TO OWNER; SEE A8-1.
2. EXISTING DRINKING FOUNTAIN TO REMAIN.
3. REMOVE EXISTING CARPET AND BASE MATERIAL. PREPARE FLOOR TO RECEIVE NEW FINISH. PREP AND CLEAN ALL WALLS FOR NEW PAINT.
4. DEMO WALL; EXISTING TUBE STEEL COLUMN TO REMAIN.
5. REMOVE AND CLEAN EXISTING CASEWORK. SAVE FOR REINSTALLATION IN ROOM 116.
6. REMOVE EXISTING DOOR FRAME; REMOVE AND RELOCATE DOOR; SEE DOOR SCHEDULE.
7. REMOVE EXISTING SINK AND CABINET; SEE PLUMBING.
8. REMOVE EXISTING RANGE AND REFRIGERATOR TO OWNER SPECIFIED LOCATION.
9. REMOVE EXISTING TOILET PARTITIONS.
10. REMOVE EXISTING WOOD STUD AND GYPSUM WALLBOARD PARTITION TO ACCOMMODATE NEW PASS-THRU WINDOW.
11. REMOVE AND RELOCATE SINK.
12. PREPARE AND CLEAN ALL WALLS FOR NEW PAINT. ALL OTHER EXISTING FINISHES TO REMAIN.
13. SAWCUT & REMOVE EXISTING CAST-IN-PLACE CONCRETE STEPS AND METAL HANDRAIL IN PREPARATION FOR NEW ELEVATED SIDEWALK; SEE CIVIL.
14. REMOVE EXISTING TOILET; SEE PLUMBING
15. EXISTING SIDEWALK; SEE CIVIL FOR DEMOLITION EXTENTS.
16. REMOVE EXISTING FIRE EXTINGUISHER CABINET AND PATCH WALL.
17. NO WORK IN THIS SPACE.
18. EXISTING SHELVING, CABINETS AND/OR APPLIANCES TO BE REMOVED, CLEANED AND REINSTALLED IN SAME LOCATION.
19. REMOVE AND RELOCATE DOOR; EXISTING FRAME TO REMAIN. SEE DOOR SCHEDULE.
20. DEMOLISH WALL TO THE HEIGHT NECESSARY FOR THE INSTALLATION OF NEW DOOR AND FRAME; SEE A7-1.
21. REMOVE EXISTING TILE; COORDINATE SIZE WITH NEW WORK. CUT TILE AT EXISTING GROUT LINES.

GENERAL NOTES

1. DEMOLISH ALL EXISTING NUMBER PLATES AT ALL EXISTING DOOR FRAMES. CLEAN AND SAND ALL EXISTING FRAMES NOT SCHEDULED FOR REMOVAL TO PREPARE FOR NEW PAINT FINISH.
2. CLEAN ALL DOORS NOT SCHEDULED FOR REMOVAL.
3. REMOVE ALL WALL HUNG EQUIPMENT AND ACCESSORIES INCLUDING BUT NOT LIMITED TO TACK BOARDS, WINDOW BLINDS, WHITE BOARDS, DISPLAY FRAMES, AND WASTE DISPOSALS, ETC. CLEAN AND RETAIN FOR REINSTALLATION. COORDINATE LOCATION WITH OWNER.
4. EXAMINE ALL EXISTING ACOUSTICAL CEILING TILES FOR DAMAGE OR EXCESSIVE DIRT. CLEAN AND REINSTALL OR REPLACE WITH NEW TILES TO MATCH EXISTING; VERIFY WITH ARCHITECT.
5. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING BID OR PROCEEDING WITH WORK. IF ANY DISCREPANCIES ARE FOUND, CONTACT ARCHITECT PRIOR TO PROCEEDING.
6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND CLEANING OF ADJACENT AREAS AFFECTED BY DEMOLITION ACTIVITIES.
7. OWNER TO REMOVE AND STORE ALL EXISTING MOVABLE FURNITURE AND EQUIPMENT TO BE RE-USED.
8. SEE ELECTRICAL FOR ADDITIONAL LIGHTING INFORMATION AND FOR NEW CIRCUITRY REQUIREMENTS, WHERE EXISTING WALLS AND FLOORS WILL BE IMPACTED; CUT, PATCH, AND PROVIDE NEW FINISH TO MATCH EXISTING.

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EXISTING REFLECTED CEILING PLAN

N

1 A1-2 | A1-2

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

- EXISTING ACOUSTICAL CEILING TILES, FRAMING, AND SUSPENSION SYSTEM TO BE REMOVED.
- EXISTING ACOUSTICAL CEILING TILE CEILING, FRAMING AND SUSPENSION SYSTEM TO REMAIN
- EXISTING GYPSUM WALLBOARD CEILING TO REMAIN.
- EXISTING LIGHT FIXTURES TO REMAIN; SEE ELECTRICAL. (SEE ELECTRICAL FOR BID OPTIONS)
- EXISTING LIGHT FIXTURES TO BE REMOVED; SEE ELECTRICAL. (SEE ELECTRICAL FOR BID OPTIONS)
- EXISTING HVAC SUPPLY REGISTERS TO REMAIN U.N.O.; SEE MECHANICAL.
- EXISTING HVAC RETURN REGISTERS TO REMAIN; SEE MECHANICAL.
- EXISTING SPEAKER TO REMAIN
- EXISTING EXIT SIGNS TO REMAIN; SEE ELECTRICAL
- EXISTING EXIT SIGNS TO BE REMOVED; SEE ELECTRICAL
- EXISTING SMOKE DETECTOR TO REMAIN; SEE ELECTRICAL
- EXISTING SMOKE DETECTOR TO BE REMOVED; SEE ELECTRICAL

KEYNOTES

1. PREP EXISTING GYPSUM WALLBOARD CEILING TO RECEIVE NEW FINISH.
2. REFER TO MECHANICAL FOR RELOCATION OF HVAC SUPPLY/RETURN REGISTER.
3. REMOVE EXISTING BATT INSULATION AS REQUIRED AT LOCATION OF ACOUSTICAL CEILING SYSTEM REMOVAL.
4. EXISTING LIGHT FIXTURE TO BE REMOVED AND STORED FOR RELOCATION. SEE ELECTRICAL.
5. EXISTING EXTERIOR LIGHT TO REMAIN.

GENERAL NOTES

1. PATCH AND REPAIR EXISTING GYPSUM WALLBOARD AS REQUIRED AT LOCATION OF ACOUSTICAL CEILING SYSTEM REMOVAL. PREP WALLS TO RECEIVE NEW ACOUSTICAL CEILING SYSTEM AND WALL FINISH.
2. REFER TO MECHANICAL DRAWINGS FOR MODIFICATION OF HVAC SUPPLY AND RETURN REGISTERS.
3. CLEAN ALL EXISTING HVAC SUPPLY AND RETURN REGISTERS, AND CEILING MOUNTED EQUIPMENT THAT IS TO REMAIN. PREPARE FOR REINSTALLATION INTO NEW OR EXISTING CEILING SYSTEM.
4. CONTRACTOR RESPONSIBLE FOR REPLACING SOILED/STAINED CEILING TILES. REMOVE AND PROVIDE NEW TILES TO MATCH EXISTING. APPROXIMATE QUANTITY IS 25. CONTRACTOR TO VERIFY AND COORDINATE EXACT QUANTITY WITH ARCHITECT.

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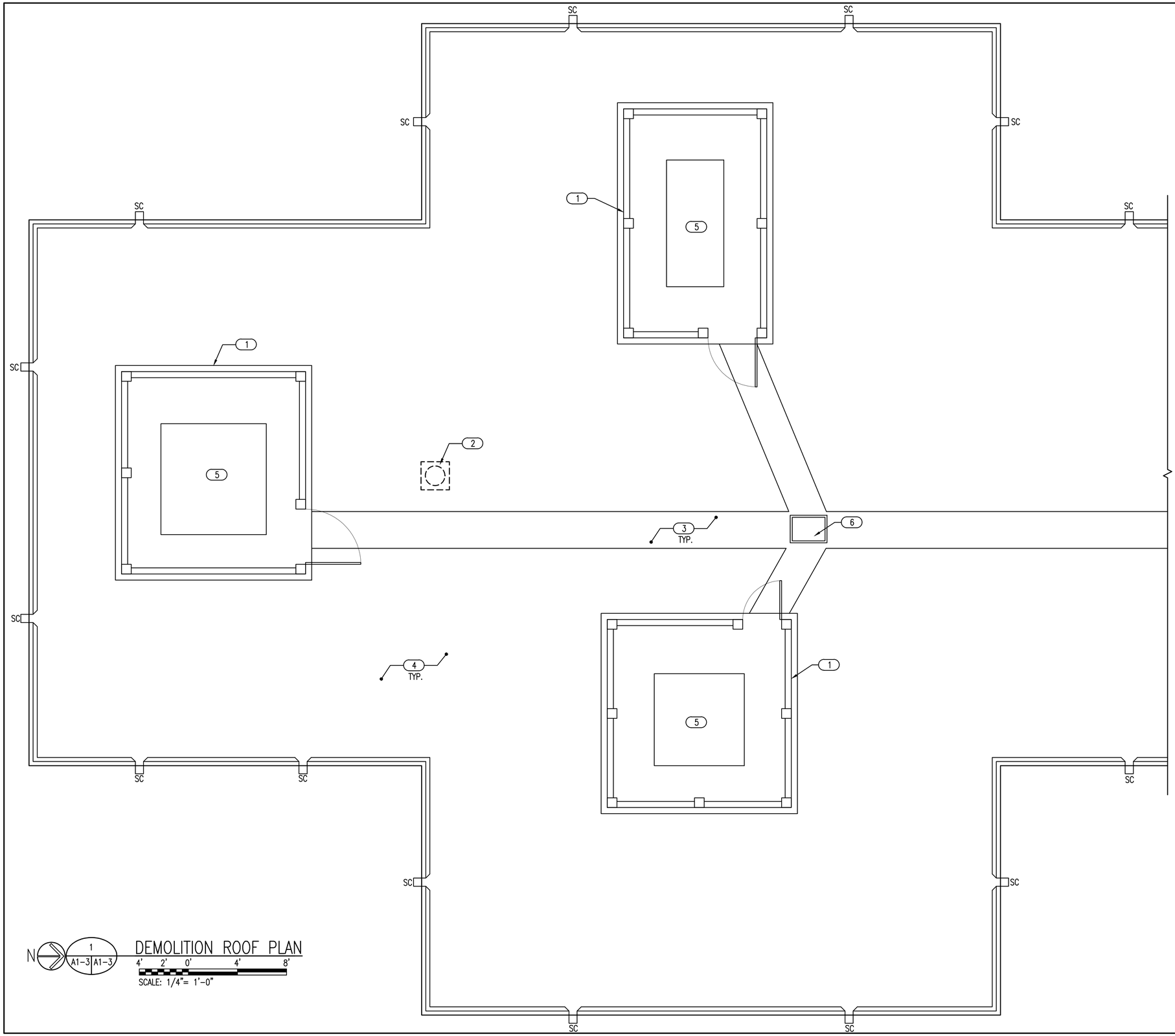

N

1 A1-3 | A1-3

DEMOLITION ROOF PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

SC EXISTING SCUPPERS TO REMAIN

KEYNOTES

1. EXISTING MECHANICAL EQUIPMENT SCREENS TO REMAIN.
2. REMOVE EXISTING EXHAUST FAN; SEE MECHANICAL.
3. EXISTING ROOF WALKING SURFACE TO REMAIN.
4. EXISTING MODIFIED BITUMEN ROOF SYSTEM TO REMAIN.
5. EXISTING MECHANICAL EQUIPMENT TO REMAIN; SEE MECHANICAL.
6. EXISTING ROOF SCUTTLE TO REMAIN; SEE MECHANICAL.

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

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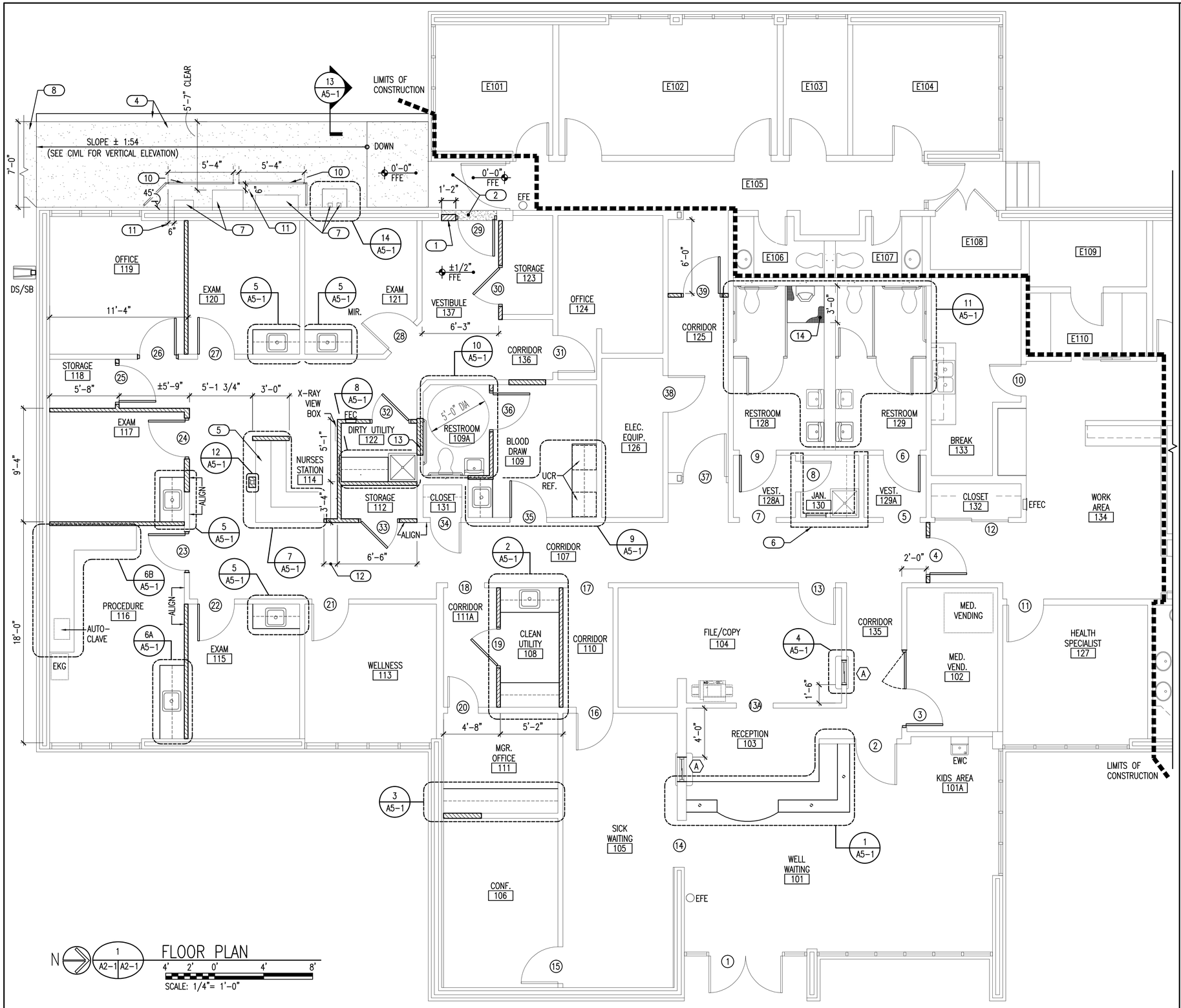
SHEET TITLE: DEMOLITION ROOF PLAN

SHEET NUMBER: **A1-3**

SHEET: of

1009-A1-3.dwg
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB



LEGEND

- (2) DOOR WITH IDENTIFICATION KEY; SEE SHEET A7-1 FOR SCHEDULE INFORMATION
- 2x4 STUDS AT 16" O.C. WITH 5/8" GYPSUM WALLBOARD EACH FACE TO 6" ABOVE FINISH CEILING; BATT. INSULATION (NEW, AS REQUIRED). BRACE AT 16" O.C. TO STRUCTURE ABOVE. ALTERNATE BRACE DIRECTION.
- PLUMBING FIXTURES; SEE PLUMBING
- EFEC — EXISTING FIRE EXTINGUISHER CABINET TO REMAIN
- FEC — FIRE EXTINGUISHER CABINET
- EFE — EXISTING FIRE EXTINGUISHER TO REMAIN
- EWC — EXISTING WATER COOLER TO REMAIN
- DS/SB — NEW PREFINISHED ALUMINUM DOWNSPOUT AND GUTTER SYSTEM; ARCHITECT TO SELECT COLOR FROM MANUFACTURERS FULL RANGE OF COLORS / PRECAST CONCRETE SPLASH BLOCK.
- EQUIPMENT BY OWNER

KEYNOTES

(1) NEW 2x6 WOOD STUD CONSTRUCTION: 2x6 WOOD STUDS AT 16" O.C. FLOOR TO DECK/ BATT INSULATION/ ELASTOMERIC COATED STUCCO SYSTEM ON WATERPROOF MEMBRANE ON EXTERIOR SHEATHING.

(2) PATCH AND REPAIR EXISTING CONCRETE FLOOR AS REQUIRED FOR SMOOTH UNIFORM SURFACE IN CONFORMANCE WITH ADA REQUIREMENTS. EPOXY GROUT STOREFRONT ATTACHMENT HOLES AND EXISTING DAMAGED SURFACES. PROVIDE SEALED CONCRETE SLIP RESISTANT FINISH FOR ENTIRE LANDING SURFACE.

(3) NEW HALF GLASS HOLLOW METAL (OR FIBERGLASS) DOOR W/ NEW HOLLOW METAL FRAME. PROVIDE NEW 2x6 WOOD STUD WALL CONSTRUCTION ABOVE DOOR TO MATCH KEYNOTE #1. REINSTALL MAGLOCK IN NEW FRAME.

(4) SLOPED CONCRETE WALKWAY; SEE C1-1 FOR ADDITIONAL INFORMATION.

(5) REFURBISHED AND RELOCATED SYSTEMS FURNITURE FOR NEW NURSES STATION; SEE A8-1.

(6) EXTEND GYPSUM WALLBOARD AND WOOD STUD CONSTRUCTION FROM TOP OF EXISTING WALL TO BOTTOM OF EXISTING METAL DECK ABOVE AND SEAL.

(7) EXISTING ELECTRICAL EQUIPMENT; SEE ELECTRICAL

(8) SEE CIVIL FOR SIDEWALK CONTINUATION

(9) SHOP PAINTED FINISH 1-1/2"ø GALVANIZED METAL HANDRAIL WITH (2) HORIZONTAL RAILS; TOP RAIL @ 3'-0" AFF AND MIDDLE RAIL CENTERED VERTICALLY. CORE C.I.P. CONCRETE AND GROUT RAIL ASSEMBLY SOLID. ARCHITECT TO SELECT EPOXY PAINT COLOR FROM FULL RANGE OF COLORS.

(10) PREFINISHED 1-1/2"ø GALVANIZED METAL REMOVABLE HANDRAIL ASSEMBLY. (2) HORIZONTAL RAILS; TOP RAIL @ 3'-0" AFF AND MIDDLE RAIL CENTERED VERTICALLY. CORE C.I.P. CONCRETE AND PROVIDE GALVANIZED SLEEVE IN CONCRETE TO RECEIVE 1-1/2" GALVANIZED HANDRAIL ASSEMBLY. SET SLEEVE WITH TWO PART EPOXY SYSTEM.

(11) LOCATE VERTICAL 6" FROM FACE OF EXISTING PANEL.

(12) CONTRACTOR TO COORDINATE WALL SIZE WITH RELOCATED SYSTEM FURNITURE TO ENSURE A TIGHT FIT.

(13) CONTRACTOR TO COORDINATE WALL CONSTRUCTION SO THE WALL ALIGNS WITH EXISTING WALL ON BOTH SIDES.

(14) NEW THINSET TILE; SEE A8-1.

GENERAL NOTES

1. THOROUGHLY INSPECT ALL WALL SURFACES. PATCH AND REPAIR AS REQUIRED TO BRING SURFACES TO LIKE NEW CONDITION. PREPARE FOR NEW WALL FINISH.
2. CONTRACTOR TO REPAIR ALL PARTITIONS AT ALL AREAS WHERE PARTITIONS WERE REMOVED OR OPENINGS HAVE BEEN MADE, TO LIKE NEW CONDITION.

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MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

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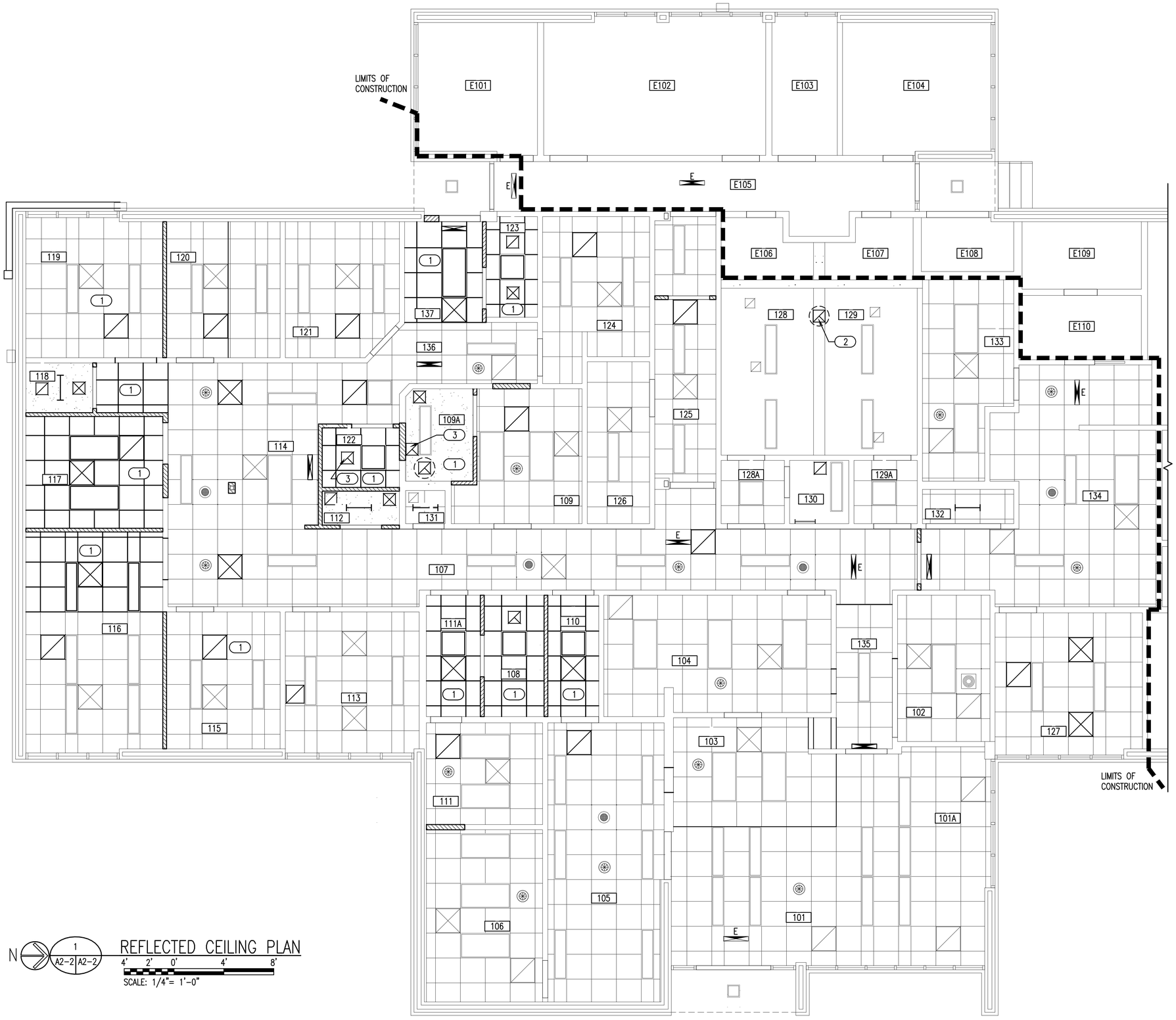

N

1 A2-2 | A2-2

REFLECTED CEILING PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

- 2'-0" x 2'-0" SUSPENDED ACOUSTICAL CEILING TILE SYSTEM; SEE FINISH SCHEDULE
- EXISTING ACOUSTICAL CEILING TILE CEILING, FRAMING AND SUSPENSION SYSTEM TO REMAIN
- EXISTING GYPSUM WALLBOARD CEILING TO REMAIN.
- GYPSUM WALLBOARD CEILING; SEE FINISH SCHEDULE
- NEW LIGHT FIXTURES; SEE ELECTRICAL.
- EXISTING LIGHT FIXTURES TO REMAIN; SEE ELECTRICAL.
- EXISTING HVAC SUPPLY REGISTERS TO REMAIN; SEE MECHANICAL.
- EXISTING HVAC RETURN REGISTERS TO REMAIN; SEE MECHANICAL.
- NEW HVAC SUPPLY REGISTERS; SEE MECHANICAL.
- NEW HVAC RETURN REGISTERS; SEE MECHANICAL.
- EXISTING SPEAKER TO REMAIN
- E — EXISTING EXIT SIGNS TO REMAIN; SEE ELECTRICAL
- NEW EXIT SIGNS; SEE ELECTRICAL
- EXISTING SMOKE DETECTOR TO REMAIN; SEE ELECTRICAL

KEYNOTES

1. PROVIDE NEW BATT INSULATION AS REQUIRED.
2. NEW EXHAUST DUCT; SEE MECHANICAL.
3. NEW EXHAUST FAN; SEE MECHANICAL.

GENERAL NOTES

1. ALL CEILING HEIGHTS TO BE 9'-0" ABOVE FINISH FLOOR U.N.O.
2. SEE ELECTRICAL FOR MOUNTING HEIGHTS AND LIGHTING INFORMATION
3. REMOVE LENS AT ALL EXISTING LIGHT FIXTURES TO REMAIN AND CLEAN AND REINSTALL; SEE ELECTRICAL.

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PENSACOLA, FLORIDA

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DRAWN BY: B. ARNOLD

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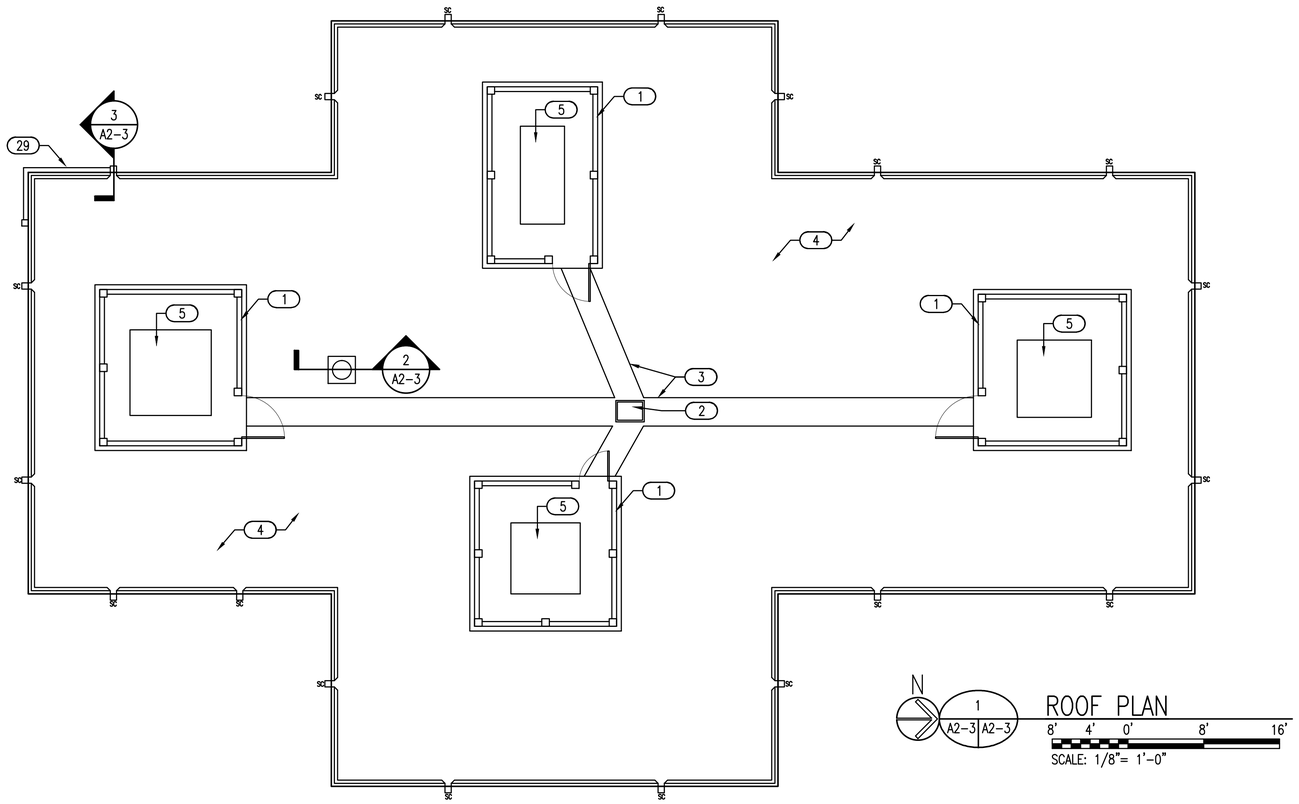
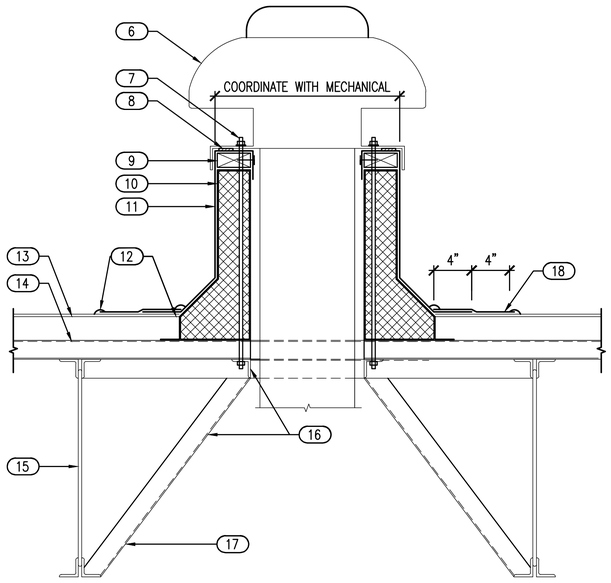
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB



ROOF PLAN

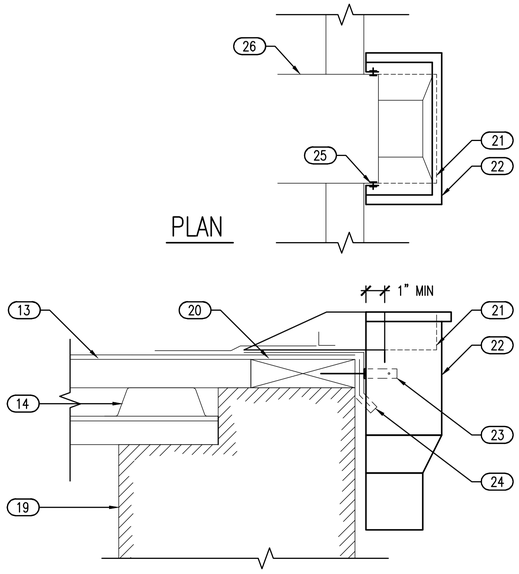
SCALE: 1/8"= 1'-0"



2 A2-3 A2-3 CURB DETAIL

6" 3" 0' 6" 1'

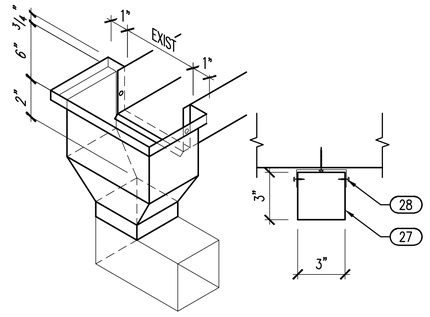
SCALE: 1 1/2"= 1'-0"



3 A2-3 A2-3 CONDUCTOR HEAD SECTION

4" 2" 0' 4" 8"

SCALE: 3"= 1'-0"



4 A2-3 A2-3 NEW CONDUCTOR HEAD AND DOWNSPOUT DETAIL

SCALE: NOT TO SCALE

LEGEND

☐SC EXISTING SCUPPERS TO REMAIN

KEYNOTES

1. EXISTING MECHANICAL EQUIPMENT SCREENS TO REMAIN.
2. EXISTING ROOF SCUTTLE TO REMAIN.
3. EXISTING ROOF WALKING SURFACE.
4. EXISTING MEMBRANE ROOF SYSTEM.
5. EXISTING MECHANICAL EQUIPMENT; SEE MECHANICAL.
6. NEW MECHANICAL EQUIPMENT; REFER TO MECHANICAL
7. 1/4"ø GALVANIZED THRU BOLT TO STRUCTURE PER MFG. WITH GALVANIZED NUT, LOCK WASHER & WASHER, MINIMUM 2 PER SIDE
8. 1/4 NEOPRENE GASKET
9. P.T. 2x NAILER
10. PREMANUFACTURED METAL CURB
11. METAL FLASHING
12. WELD
13. EXISTING INSULATION
14. EXISTING METAL DECK
15. EXISTING STL. JOIST
16. GALVANIZED 2x2x¼" STEEL ANGLE – TYP COPE & FULL WELD ATTACH TO EXISTING JOIST.
17. BRACE @ CORNERS TYPICAL
18. LAP SPLICE
19. EXISTING STRUCTURE
20. EXISTING 2x8 NAILER
21. REMOVE PORTION OF EXISTING SCUPPER AS NEEDED TO FIT NEW RAIN CONDUCTOR
22. NEW RAIN CONDUCTOR
23. 22 Ga. PREFINISHED STRAP FASTEN 2 PLACE IN EXISTING NAILER AND ON BOTH SIDES OF RAIN CONDUCTOR
24. CUT/FASHOIN DRIP EDGE TO ALLOW FOR PROPER MOUNTING ON RAIN CONDUCTOR
25. FASTEN GUTTER TO EXISTING SCUPPER
26. EXISTING SCUPPER
27. NEW PREFINISHED DOWNSPOUT; COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS; COLOR TO BE PICKED BY ARCHITECT FROM FULL RANGE OF COLORS.
28. FASTEN DOWNSPOUT AS SHOWN
29. ROUTE NEW DOWNSPOUT ABOVE WINDOW THIS SIDE

GENERAL NOTES

1. ALL ROOFING WORK SHALL BE DONE PER NATIONAL ROOFING CONTRACTORS ASSOCIATION (LATEST EDITION) DETAILS FOR MEMBRANE ROOF.

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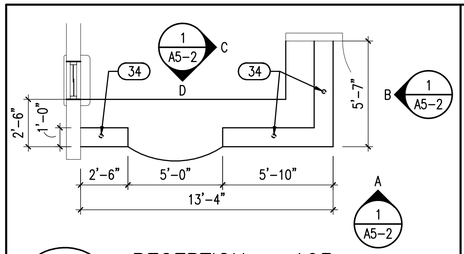
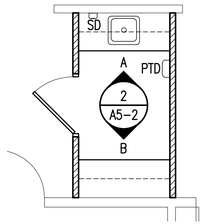


1 A2-1 A5-1 RECEPTION – 103

4' 2' 0' 4' 8'

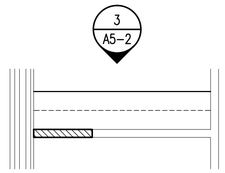
SCALE: 1/4"= 1'-0"



2 A2-1 A5-1 CLEAN UTILITY – 108

4' 2' 0' 4' 8'

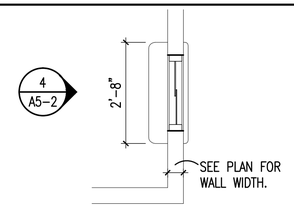
SCALE: 1/4"= 1'-0"



3 A2-1 A5-1 MGR. OFFICE – 111

4' 2' 0' 4' 8'

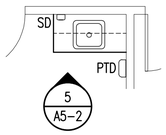
SCALE: 1/4"= 1'-0"



4 A2-1 A5-1 FILE/COPY – 104, RECEPTION 103

2' 1' 0' 2' 4'

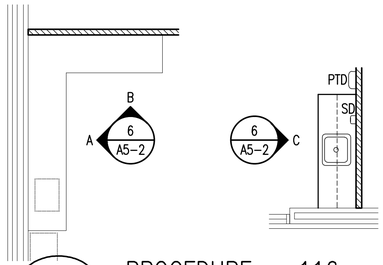
SCALE: 1/2"= 1'-0"



5 A2-1 A5-1 EXAM – 115,117,120 &121

4' 2' 0' 4' 8'

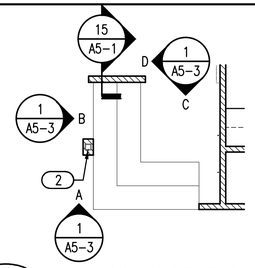
SCALE: 1/4"= 1'-0"



6 A2-1 A5-1 PROCEDURE – 116

4' 2' 0' 4' 8'

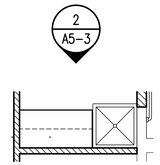
SCALE: 1/4"= 1'-0"



7 A2-1 A5-1 NURSES STATION – 114

4' 2' 0' 4' 8'

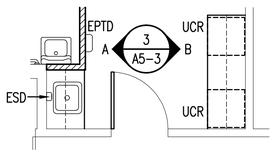
SCALE: 1/4"= 1'-0"



8 A2-1 A5-1 DIRTY UTILITY – 122

4' 2' 0' 4' 8'

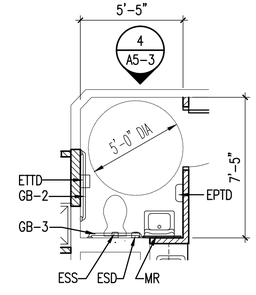
SCALE: 1/4"= 1'-0"



9 A2-1 A5-1 BLOOD DRAW – 109

4' 2' 0' 4' 8'

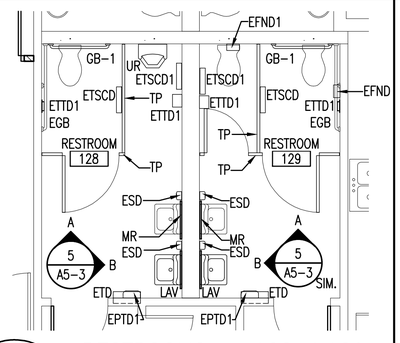
SCALE: 1/4"= 1'-0"



10 A2-1 A5-1 RESTROOM – 109A

4' 2' 0' 4' 8'

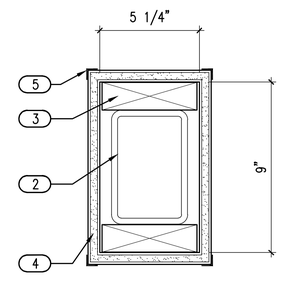
SCALE: 1/4"= 1'-0"



11 A2-1 A5-1 RESTROOMS – 128 &129

4' 2' 0' 4' 8'

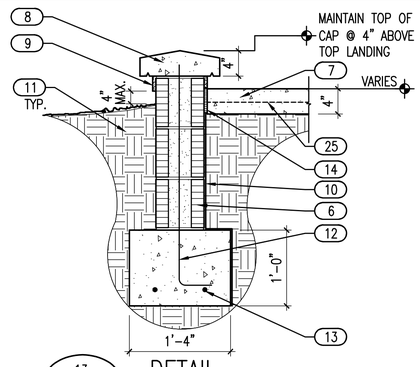
SCALE: 1/4"= 1'-0"



12 A2-1 A5-1 ENLARGED COLUMN PLAN

4" 2" 0' 4" 8"

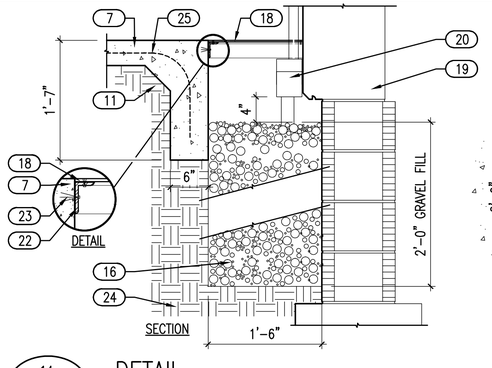
SCALE: 3"= 1'-0"



13 A2-1 A5-1 DETAIL

1' 6" 0' 1' 2'

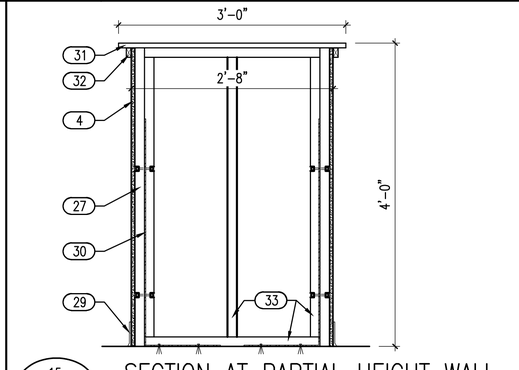
SCALE: 1"= 1'-0"



14 A2-1 A5-1 DETAIL

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"



15 A5-1 A5-1 SECTION AT PARTIAL HEIGHT WALL

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"

ABBREVIATIONS

EFND	EXISTING FEMININE NAPKIN DISPOSAL (RELOCATED)
EFND1	EXISTING FEMININE NAPKIN DISPOSAL TO REMAIN
EGB	EXISTING GRAB BAR TO REMAIN
EPTD	EXISTING PAPER TOWEL DISPENSER (RELOCATED)
EPTD1	EXISTING PAPER TOWEL DISPENSER TO REMAIN
ESD	EXISTING SOAP DISPENSER (RELOCATED)
ESS	EXISTING SANOR SYSTEM
ETD	EXISTING TOWEL DISPOSAL TO REMAIN
ETSCD	EXISTING TOILET SEAT COVER DISPENSER (RELOCATED)
ETSCD1	EXISTING TOILET SEAT COVER DISPENSER TO REMAIN
ETTD	EXISTING TOILET TISSUE DISPENSER (RELOCATED)
ETTD1	EXISTING TOILET TISSUE DISPENSER TO REMAIN
GB-1	36" L GRAB BAR
GB-2	42" L GRAB BAR
GB-3	32" L GRAB BAR
LAV	LAVATORY; SEE PLUMBING
MR	MIRROR
PTD	PAPER TOWEL DISPENSER
SD	SOAP DISPENSER
TP	TOILET PARTITION
UCR	UNDER COUNTER REFRIGERATOR; NIC
UR	URINAL

KEYNOTES

1. NOT USED
2. EXISTING TUBE STEEL COLUMN
3. WOOD BLOCKING
4. 5/8" THICK GYPSUM WALLBOARD
5. PLASTIC CORNER GUARDS TO 6'-0" A.F.F.; SEE A8-1
6. 8" CMU WALL; GROUT CELLS SOLID BELOW GRADE
7. CONCRETE WALK; SEE CIVIL
8. PRECAST CONC. CAP W/ CAST-IN CONT. DRIP BOTH SIDES W/ HANDRUBBED CONCRETE FINISH
9. ELASTOMERIC COATED STUCCO SYSTEM EACH SIDE
10. CONTINUOUS WATERPROOF MEMBRANE
11. COMPACTED FILL
12. #5 @ 48" O.C.
13. #5 CONTINUOUS EACH SIDE
14. PREMOLDED EXPANSION JOINT FILLER
15. STEEL ANGLE FRAME (THREE SIDES TYPICAL)
16. GRAVEL FILL BELOW
17. EXIST. CONDUIT – CUT PLATE COVER TO FIT
18. 1/4" DIAMOND PLATE ALUMINUM COVER
19. EXISTING WALL SURFACE
20. EXISTING ELECTRICAL EQUIPMENT; SEE ELECTRICAL
21. COUNTER SUNK BOLT ATTACH (4) TYP.
22. 2 1/2" x 1 1/2" x 3/16" GALVANIZED STEEL ANGLE WITH SLOTTED HOLES AT EXPANSION ANCHORS. WELD ATTACH NUT FOR 1/4" COUNTER SINK BOLT ATTACHMENT. PROVIDE ASPHALTIC COATING ON ALUMINUM PLATE SUPPORT LEG.
23. 3/8" EXPANSION ANCHOR – 2 PER ANGLE.
24. EXISTING GRADE
25. WWMF 6 X 6 X 1.4
26. TURN DOWN EDGE BELOW
27. 2x4 END STUD
28. 1/4" BOLT ATTACH, COUNTER SINK INTO WOOD STUD, (2) PER LEG MIN.
29. 4" RUBBER WALL BASE
30. LOW WALL STIFFENER (EACH END TYPICAL) – 3/16" THK. STL. PLATE. EXPANSION ANCHOR TO EXISTING CONCRETE FLOOR (2) PER LEG.
31. 1x WOOD CAP
32. 1x4 WOOD TRIM
33. 2x4 WOOD STUD AT 16" O.C.
34. 2 3/8" DIA. PVC CABLE GROMMET – COLOR TO BE SELECTED BY ARCHITECT

GENERAL NOTES

1. PROVIDE P.T. BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES.

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

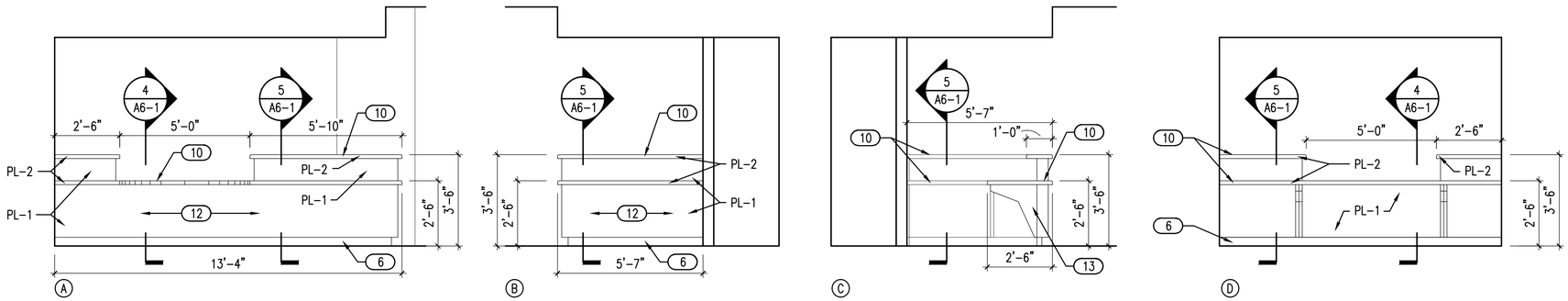
REVISED:

SHEET TITLE: PLANS AND DETAILS

SHEET NUMBER: **A5-1**

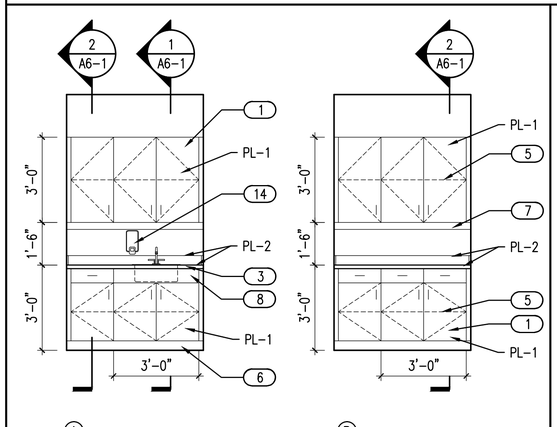
SHEET: of

1009-ARC-1.dwg
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 x 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB



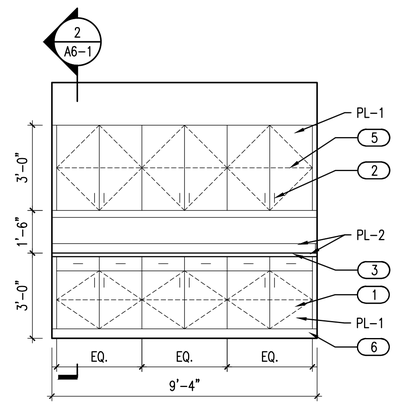
1 A5-1 A5-2 WELL WAITING – 101

SCALE: 3/8"= 1'-0"



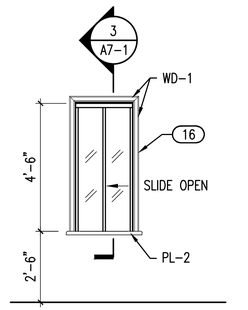
2 A5-1 A5-2 CLEAN UTILITY – 108

SCALE: 3/8"= 1'-0"



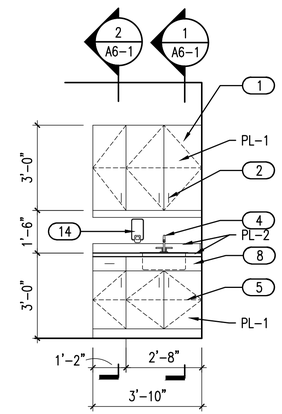
3 A5-1 A5-2 MGR. OFFICE – 111

SCALE: 3/8"= 1'-0"



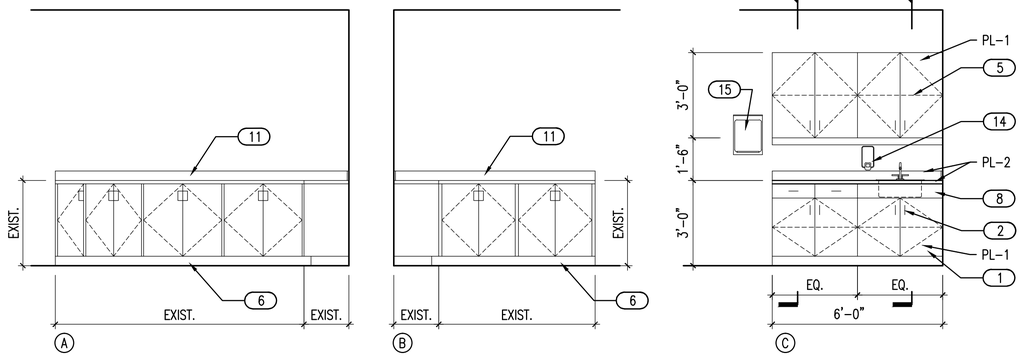
4 A5-1 A5-2 FILE/COPY – 104

SCALE: 3/8"= 1'-0"



5 A5-1 A5-2 TYPICAL EXAM ROOM

SCALE: 3/8"= 1'-0"



6 A5-1 A5-2 PROCEDURE – 116

SCALE: 3/8"= 1'-0"

KEYNOTES

1. 3/4" PLASTIC LAMINATE CLAD DOOR/ DRAWER FACE
2. DOOR/ DRAWER; 4" WIRE PULL
3. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH 4" BACKSPLASH AND PVC EDGE BANDING
4. PLUMBING FIXTURE; SEE PLUMBING
5. ADJUSTABLE 3/4" PLYWOOD SHELVING – PLASTIC LAMINATE CLAD
6. 4" RUBBER WALL BASE
7. UNDER CABINET LIGHT; SEE ELECTRICAL
8. PLASTIC LAMINATE CLAD FIXED PANEL
9. SLIDING GLASS PASS–THROUGH WINDOW; SEE A7–1
10. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH PVC EDGE
11. EXISTING RELOCATED CABINETS; SEE SHEET A1–1
12. 3/4" PLYWOOD – PLASTIC LAMINATE CLAD
13. DOUBLE LAYER 3/4" PLYWOOD BRACE – PLASTIC LAMINATE CLAD WITH PVC EDGING
14. SOAP DISPENSER; SEE A5–1
15. PAPER TOWEL DISPENSER; SEE A5–1
16. STAINED WOOD TRIM BOTH SIDES; AWI 4431

GENERAL NOTES

1. SEE FINISH SCHEDULE AND MATERIAL INDEX FOR ALL FINISHES.

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2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

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277-Aug-10 by BRENDA ARNOLD
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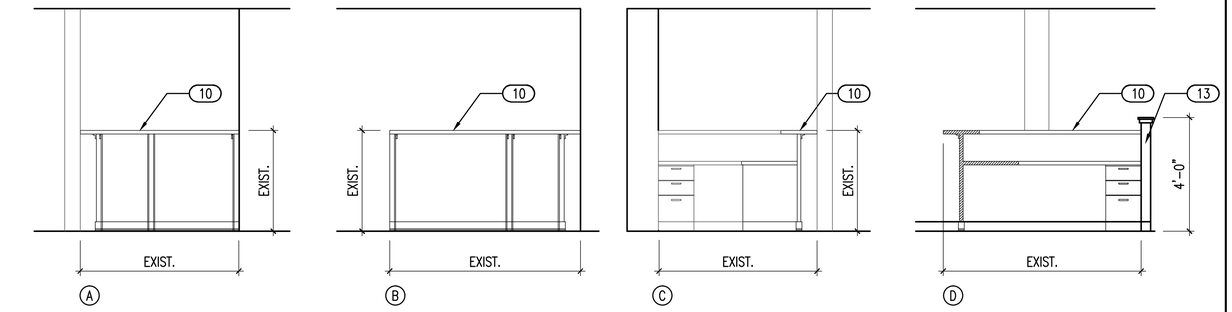
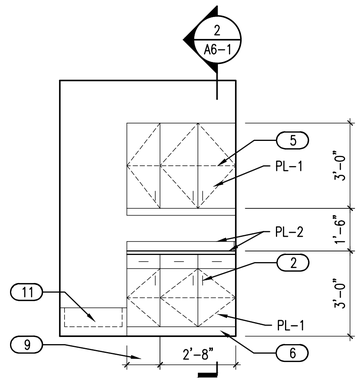


1 A5-1 A5-3 NURSES STATION – 114

2' 1' 0' 2' 4'

SCALE: 3/8"= 1'-0"



2 A5-1 A5-3 DIRTY UTILITY – 122

2' 1' 0' 2' 4'

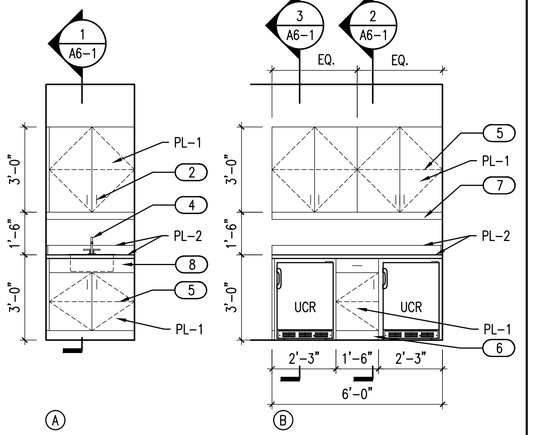
SCALE: 3/8"= 1'-0"

ABBREVIATIONS

ELAV	EXISTING LAVATORY
ESD	EXISTING SOAP DISPENSER
ESS	EXISTING SANOR SYSTEM
ETTD	EXISTING TOILET TISSURE DISPENSER
EWC	EXISTING WATER CLOSET
GB-1	36" L GRAB BAR
GB-2	42" L GRAB BAR
GB-3	32" L GRAB BAR
LAV	LAVATORY; SEE PLUMBING
MR-1	MIRROR; EXISTING TO BE REINSTALLED
PTD	PAPER TOWEL DISPENSER/WASTE RECEPTACLE
SD	SOAP DISPENSER; EXISTING TO BE REINSTALLED
TP	TOILET PARTITION
TTD	TOILET TISSUE DISPENSER
UCR	UNDER COUNTER REFRIGERATOR; NIC
UR	URINAL

KEYNOTES

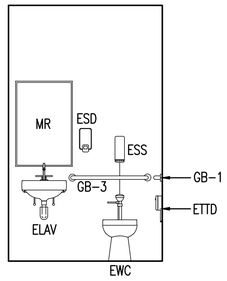
1. 3/4" PLASTIC LAMINATE CLAD DOOR/ DRAWER FACE
2. DOOR/ DRAWER; 4" WIRE PULL
3. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH 4" BACKSPLASH AND PVC EDGE BANDING
4. PLUMBING FIXTURE; SEE PLUMBING
5. ADJUSTABLE 3/4" PLYWOOD SHELVING – PLASTIC LAMINATE CLAD
6. 4" RUBBER WALL BASE
7. UNDER CABINET LIGHT; SEE ELECTRICAL
8. PLASTIC LAMINATE CLAD FIXED PANEL
9. CONTRACTOR TO COORDINATE CABINET DIMENSIONS WITH MOP SINK; SEE PLUMBING.
10. EXISTING RELOCATED WORKSTATION; SEE SHEET A1-1 AND A8-1
11. MOP SINK; SEE PLUMBING
12. SINK; INSULATE OR COVER EXPOSED PIPES; SEE PLUMBING
13. NEW PARTIAL HEIGHT WALL; SEE 15/A5-1



3 A5-1 A5-3 BLOOD DRAW – 109

2' 1' 0' 2' 4'

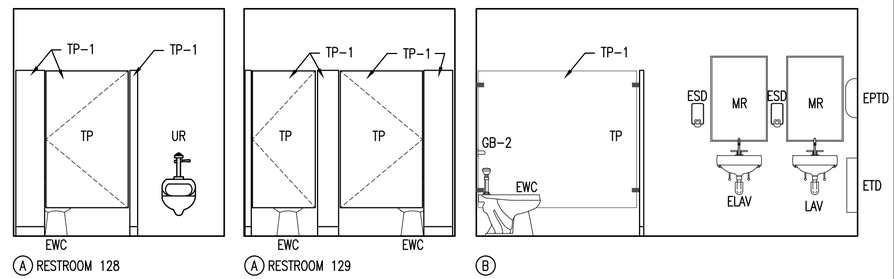
SCALE: 3/8"= 1'-0"



4 A5-1 A5-3 RESTROOM – 109A

2' 1' 0' 2' 4'

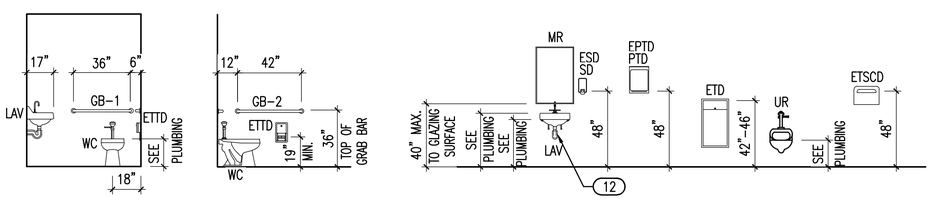
SCALE: 3/8"= 1'-0"



5 A5-1 A5-3 RESTROOM – 128 & 129

2' 1' 0' 2' 4'

SCALE: 3/8"= 1'-0"



6 A5-3 A5-3 TYPICAL TOILET ACCESSORY MOUNTING HEIGHTS

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

GENERAL NOTES

1. SEE FINISH SCHEDULE AND MATERIAL INDEX FOR ALL FINISHES.

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MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

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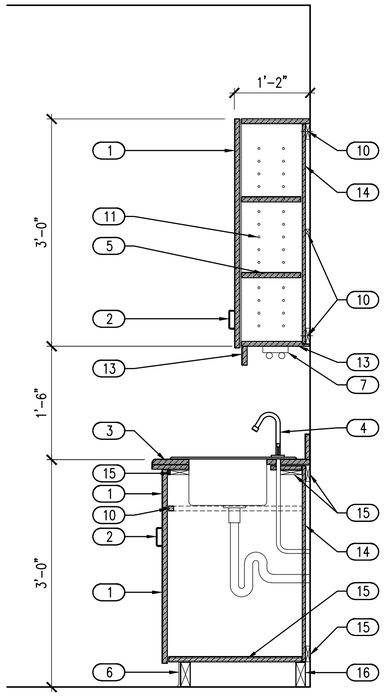
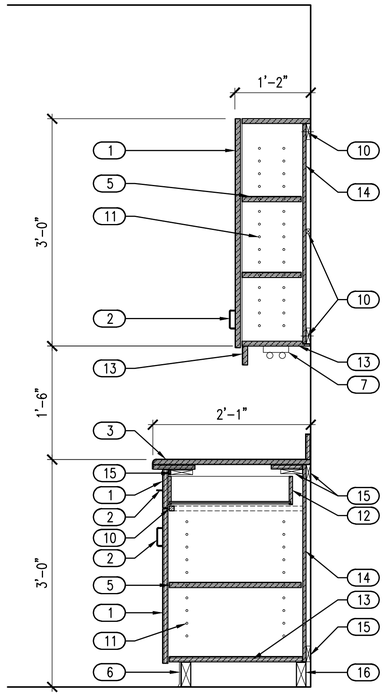


1 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

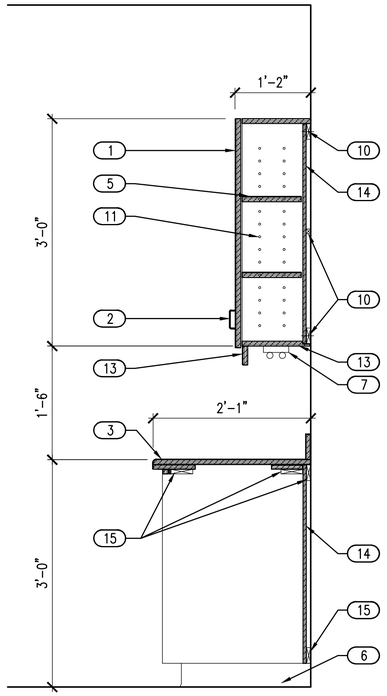
SCALE: 1"= 1'-0"



2 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

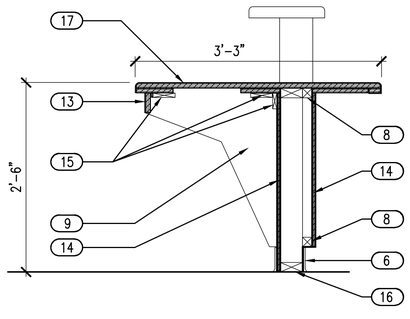
SCALE: 1"= 1'-0"



3 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

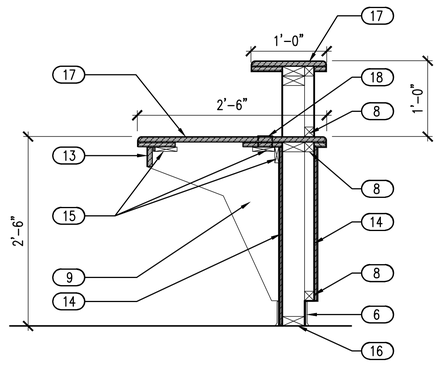
SCALE: 1"= 1'-0"



4 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"



5 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"

KEYNOTES

1. 3/4" PLASTIC LAMINATE CLAD DOOR/ DRAWER FACE
2. DOOR/ DRAWER; 4" WIRE PULL
3. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH 4" BACKSPLASH AND PVC EDGE BANDING
4. PLUMBING FIXTURE; SEE PLUMBING
5. ADJUSTABLE 3/4" PLYWOOD SHELVING – PLASTIC LAMINATE CLAD
6. 4" RUBBER WALL BASE
7. UNDER CABINET LIGHT; SEE ELECTRICAL
8. 2x2 CONTINUOUS BLOCKING
9. DOUBLE LAYER 3/4" PLYWOOD BRACE – PLASTIC LAMINATE CLAD
10. 1x CONTINUOUS WOOD BLOCKING
11. 32MM PREDRILLED ADJUSTABLE SHELVING SUPPORT SYSTEM
12. 1/2" REAR DRAWER PANEL PLASTIC LAMINATE CLAD
13. 3/4" PLYWOOD – PLASTIC LAMINATE CLAD
14. 1/2" PLYWOOD – PLASTIC LAMINATE CLAD
15. 1x4 FRAME
16. P.T. 2x4 CONTINUOUS BLOCKING
17. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH PVC EDGE
18. 2 3/8" DIA. PVC CABLE GROMMET – COLOR TO BE SELECTED BY ARCHITECT

GENERAL NOTES

1. SEE FINISH SCHEDULE AND MATERIAL INDEX FOR ALL FINISHES.

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PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

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SHEET TITLE: CABINET SECTIONS AND DETAILS

SHEET NUMBER: **A6-1**

SHEET: of

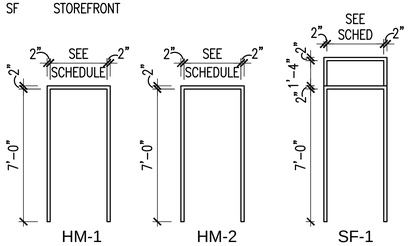
1009.dwt Arch
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 x 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB

DOOR SCHEDULE

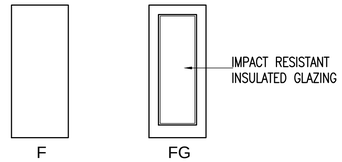
DOOR SYMBOL		DOOR							FRAME					HARDWARE		
		SIZE														
SPACE	MARK	WIDTH	HEIGHT	THICK	MAT.	TYPE	GLAZING	UNDER CUT	MAT.	TYPE	HEAD	JAMB	SILL	SET NO.	KEYSIDE SPACE	REMARKS
101	1	EXISTING												EXST	EXT	2
101A	2	EXISTING												01	101	2
102	3	PR. 3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	03	107	
134	4	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	02	107	
129A	5	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
129	6	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	10	132	
128A	7	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
130	8	EXISTING												EXST	–	2
128	9	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	10	128A	
133	10	EXISTING												04	134	2
127	11	EXISTING												01	134	2
132	12	EXISTING												EXST	–	2
104	13	EXISTING												01	107	2
104	13A	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
105	14	–	–	–	–	–	–	–	–	–	–	–	–	N/A	–	3
106	15	EXISTING												01	105	2
105	16	EXISTING												01	105	2
110	17	–	–	–	–	–	–	–	HM	2	–	–	–	N/A	–	
107	18	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
108	19	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	111A	
111	20	EXISTING												01	111A	2
113	21	EXISTING												01	114	2
115	22	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	06	114	1
116	23	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	06	114	1
117	24	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	1	1/A7-1	2/A7-1	–	06	114	1
118	25	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	114	
119	26	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	01	114	1
120	27	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	06	114	1
121	28	EXISTING												06	136	2
107	29	3'-0"	7'-0"	1 3/4"	ALUM.	FG	–	–	SF	1	5/A7-1	6/A7-1	5/A7-1	07	EXT	4
123	30	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	137	
124	31	EXISTING												01	136	2
122	32	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	114	
112	33	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	107	
131	34	EXISTING												EXST	–	2
109	35	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	06	107	
109A	36	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	08	109	
125	37	EXISTING												01	----	2
126	38	EXISTING												EXST	–	2
125	39	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	09	E105	5
E105	40	EXISTING														

ABBREVIATIONS

ALUM ALUMIUNUM
HM HOLLOW METAL
SCW SOLID CORE WOOD
SF STOREFRONT



FRAME TYPES
SCALE 1/4" = 1'-0"



DOOR TYPES
SCALE 1/4" = 1'-0"

SCHEDULE NOTES

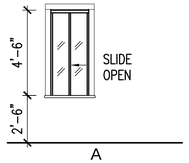
1. REUSE SALVAGED WOOD DOORS FROM DEMOLITION. SWAP DOORS AS NEEDED FOR HANDING.
2. DOOR AND/OR FRAME IS EXISTING TO REMAIN. PROVIDE NEW HARDWARE AS INDICATED. COORDINATE WITH FINISH SCHEDULE AND PLANS FOR NEW FINISHES.
3. UNFRAMED OR UNCASED OPENING; SEE FLOOR PLAN FOR DETAILS.
4. PREP DOOR FRAME FOR MAGNETIC LOCK; PROVIDE MAGNETIC LOCK AND CARD READER. TIE TO EXISTING BUILDING ALARM SYSTEM; SEE ELECTRICAL.
5. PROVIDE BATTERY OPERATED ALARM ACTIVATED BY EXITING FROM THE CLINIC.

WINDOW SCHEDULE

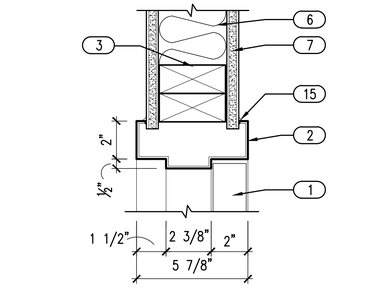
	WINDOW			FRAME					SILL HEIGHT A.F.F	
	SIZE					DETAILS				
MARK	WIDTH	HEIGHT	GLAZING	MATERIAL	FINISH	HEAD	JAMB	SILL		REMARKS
A	2'-0"	4'-6"	¼" TEMP	ALUM	ANOD	3/A7-1	4/A7-1	3/A7-1		1

REMARKS

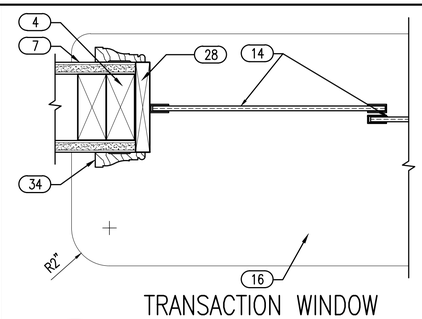
1. PASS THROUGH WINDOW HARDWARE



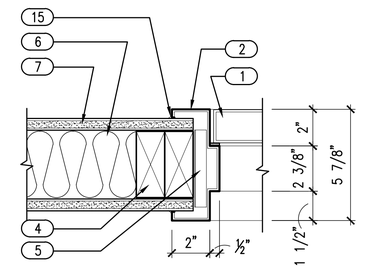
(ALUMINUM TRANSACTION)
WINDOW TYPES
SCALE 1/4" = 1'-0"



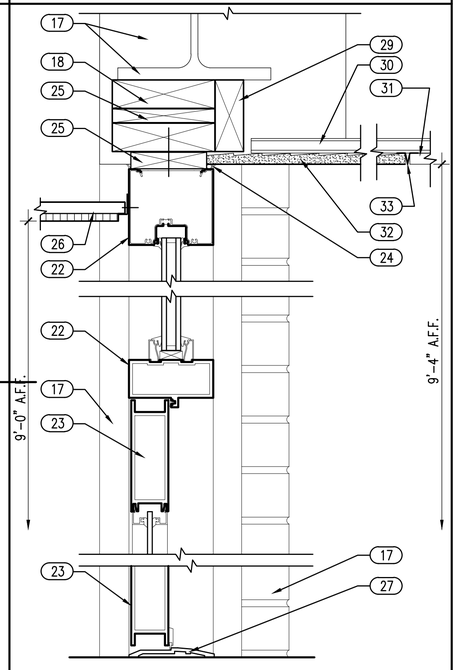
1 A7-1 | A7-1 INT. HEAD DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



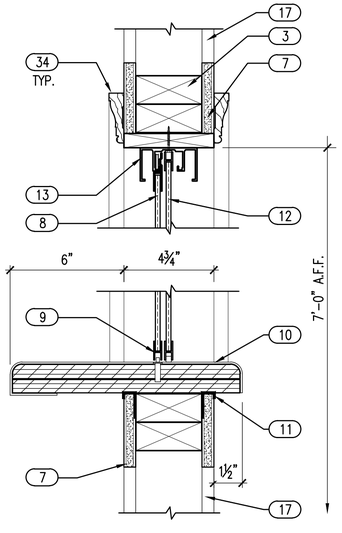
4 A7-1 | A7-1 TRANSACTION WINDOW JAMB DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



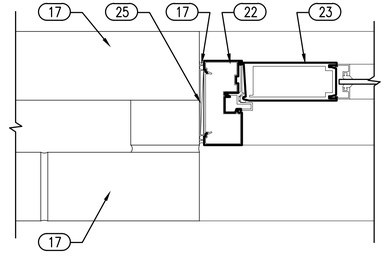
2 A7-1 | A7-1 INT. JAMB DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



5 A7-1 | A7-1 EXT. HEAD/TRANSOM/ SILL DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



3 A7-1 | A7-1 TRANSACTION WINDOW HEAD/SILL DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



6 A7-1 | A7-1 EXT. JAMB DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"

KEYNOTES

1. SOLID CORE WOOD DOOR; SEE DOOR SCHEDULE A7-1
2. HOLLOW METAL DOOR FRAME; SEE DOOR SCHEDULE A7-1
3. PROVIDE DOUBLE 2x4 WOOD STUDS AT HEADER
4. PROVIDE DOUBLE 2x4 WOOD STUDS AT JAMB
5. JAMB ANCHOR; (3) PER JAMB, MINIMUM
6. 4" FIBERGLASS BATT INSULATION
7. 5/8" THICK GYPSUM WALLBOARD
8. SUSPENDED OPERABLE SLIDING PANE – TEMPERED
9. BOTTOM GUIDES BY FRAME MANUFACTURER
10. LAMINATE FINISH OVER (2) LAYERS ¾" PLYWOOD
11. J-MOLD; TYPICAL
12. TEMPERED GLAZING IN ALUMINUM FRAME
13. EXTRUDED ALUMINUM HEADER FRAME
14. ONE FIXED OPERABLE AND ONE SLIDING PANE
15. SEALANT
16. LAMINATE CLAD TRANSACTION COUNTER
17. EXISTING CONSTRUCTION
18. PROVIDE DOUBLE 2x6 WOOD STUDS AT HEADER
19. ELASTOMERIC COATED STUCCO SYSTEM ON METAL LATH
20. 5/8" EXTERIOR SHEATHING
21. WATERPROOF MEMBRANE
22. STOREFRONT DOOR FRAME; SEE DOOR SCHEDULE A7-1
23. STOREFRONT DOOR; SEE DOOR SCHEDULE A7-1
24. BACKER ROD AND SEALANT
25. P.T. BLOCKING
26. SUSPENDED ACOUSTICAL CEILING
27. ALUMINUM THRESHOLD
28. STAINED 1x4 WOOD TRIM
29. 2X P.T. WOOD NAILER
30. EXISTING FURRING CHANNEL SOFFIT SUPPORT
31. SAWCUT EXISTING SOFFIT ± 13" FROM FACE OF EXISTING WINDOW FRAME. EXISTING FURRING CHANNEL SUPPORT SYSTEM TO REMAIN.
32. STUCCO ON METAL LATH SOFFIT TO MATCH EXISTING
33. GALVANIZED METAL CONTROL JOINT
34. STAINED WOOD TRIM BOTH SIDES; AWI 4431

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BAYLEN STREET
MEDICAL CLINIC RENOVATION
2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ
DRAWN BY: B. ARNOLD
PROJECT NO. 1009
DATE OF ISSUE: AUGUST 2010
REVISED:

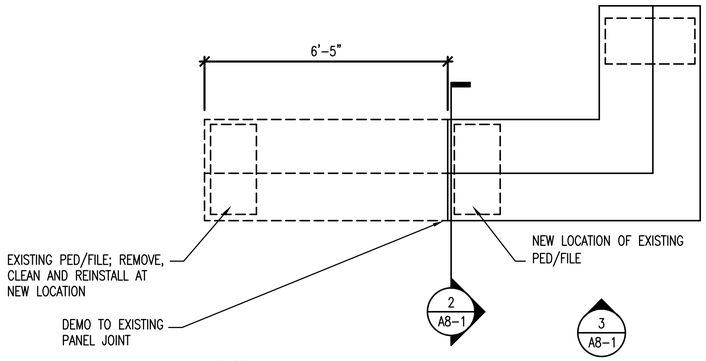
SHEET TITLE: DOOR / WINDOW SCHEDULE AND DETAILS

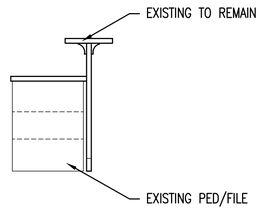
SHEET NUMBER: **A7-1**
SHEET: of

1300 x 21.1 dwg
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB

ROOM FINISH SCHEDULE

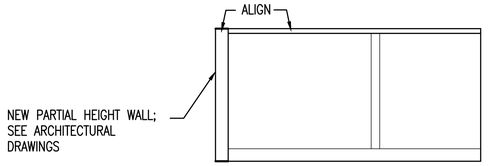
ROOM NUMBER	ROOM NAME	WALLS														
		FLOOR		BASE		NORTH		EAST		SOUTH		WEST		CEILING		
		MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	NOTES
101	WELL WAITING	VCT	1	–	–	P	3	P	3	P	3	P	2	–	–	
101A	KIDS AREA	VCT	1	RB	–	P	3	P	3	P	3	P	2	–	–	3
102	MED. VEND.	VCT	1	RB	–	P	1	P	1	P	1	P	1	–	–	
103	RECEPTION	VCT	1	RB	–	P	3	P	3	P	3	P	2	–	–	
104	FILE/COPY	VCT	1	RB	–	P	2	P	2	P	2	P	2	–	–	
105	SICK WAITING	VCT	1	RB	–	P	1	P	1	P	3	P	1	–	–	
106	CONFERENCE	–	–	–	–	P	3	P	3	P	2	P	3	–	–	
107	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
108	CLEAN UTILITY	SV	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
109	BLOOD DRAW	SV	1	RB	1	P	2	P	2	P	2	P	2	–	–	
109A	RESTROOM	VCT	1	RB	1	P	2A	P	2A	P	2A	P	2A	GWB	1	1
110	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
111	MGR. OFFICE	–	–	–	–	P	2	P	1	P	2	P	1	–	–	
111A	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
112	STORAGE	VCT	1	RB	1	P	3	P	3	P	3	P	3	GWB	1	
113	WELLNESS	–	–	–	–	P	2	P	3	P	2	P	3	–	–	
114	NURSE'S STATION	VCT	1	RB	1	P	2	P	1	P	1	P	1	–	–	2
115	EXAM	SV	1	RB	1	P	3	P	2	P	3	P	3	–	–	
116	PROCEDURE	SV	1	RB	1	P	1	P	1	P	3	P	1	–	–	2
117	EXAM	SV	1	RB	1	P	3	P	3	P	2	P	3	ACT	1	
118	STORAGE	VCT	1	RB	1	P	1	P	1	–	–	–	–	GWB	1	
119	OFFICE	–	–	–	–	P	1	P	1	P	2	P	1	–	–	
120	EXAM	SV	1	RB	1	P	3	P	3	P	3	P	2	–	–	
121	EXAM	SV	1	RB	1	P	3	P	3	P	3	P	2	–	–	
122	DIRTY UTILITY	SV	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
123	STORAGE	VCT	1	RB	1	P	–	P	–	P	1	P	–	ACT	1	
124	OFFICE	–	–	–	–	P	3	P	3	P	3	P	3	–	–	
125	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
126	ELEC. EQUIP.	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
127	HEALTH SPECIALIST	–	–	–	–	P	2	P	3	P	3	P	3	–	–	
128	MEN	CT	1	CTB	1	P	2A	P	2A	P	2A	P	2A	–	–	1, 4
128A	VESTIBULE	–	–	–	–	P	2	P	2	P	2	P	2	–	–	1
129	WOMEN	–	–	–	–	P	2A	P	2A	P	2A	P	2A	–	–	1
129A	VESTIBULE	–	–	–	–	P	2	P	2	P	2	P	2	–	–	1
130	JAN.	–	–	–	–	P	1	P	1	P	1	P	1	–	–	1
131	CLOSET	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
132	CLOSET	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
133	BREAK	–	–	–	–	P	1	P	1	P	1	P	1	–	–	
134	WORK AREA	–	–	–	–	P	1	P	1	P	1	P	1	–	–	
135	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
136	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
137	VESTIBULE	VCT	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	2





1 A8–1 A8–1 WORK STATION
2' 1' 0' 2' 4'
SCALE: 1/2"= 1'–0"

2 A8–1 A8–1 WORK STATION DETAIL
2' 1' 0' 2' 4'
SCALE: 1/2"= 1'–0"



3 A8–1 A8–1 WORK STATION ELEVATION
2' 1' 0' 2' 4'
SCALE: 1/2"= 1'–0"

INTERIOR FINISH LEGEND

ACT	ACOUSTICAL CEILING TILE
CPT	CARPET
CP	CORNER GUARDS
CT	CERAMIC TILE
CTB	CERAMIC TILE BASE
ES	EXTERIOR STUCCO
EX	EXISTING
GWB	GYPSUM WALLBOARD CEILING
P	PAINT
PL	PLASTIC LAMINATE
PT	PORCELAIN TILE
PTB	PORCELAIN TILE BASE
RB	RUBBER BASE – 4"
SV	MARMOLEUM COMPOSITION SHEET FLOORING
TP	TOILET PARTITIONS
VCT	VINYL COMPOSITION TILE
WD	WOOD STAIN

FINISH SCHEDULE NOTES

1. PROVIDE SEMI–GLOSS LATEX PAINT IN THESE AREAS.
2. SEE SHEET A2–2 FOR NEW ACT–1 LOCATIONS.
3. RB–1 ON WEST WALL ONLY.
4. PROVIDE CT–1 AND CTB–1 IN DESIGNATED AREA. COORDINATE WITH SHEET A2–1, A8–2 AND PLUMBING.

GENERAL NOTES

1. ALL AREAS SHALL BE EGGSHELL FINISH.
2. ALL DOORS SHALL BE PAINTED IN SEMI–GLOSS FINISH
3. ALL SURFACES ON EXISTING WORK STATION SHALL BE CLEANED.
4. CONTRACTOR TO COORDINATE RECONFIGURATION OF EXISTING WORKSTATION.

FINISH INDEX

EXTERIOR STUCCO:
- ES–1 TO MATCH SHERWIN WILLIAMS SW6062 RUGGED BROWN

FLOORS:
- CPT–1 SHAW, GLOW 5A020, COLOR: CREME DE LA CREME 13103 (BID OPTION #5)
- VCT–1 MANNINGTON, ESSENTIALS, ALMONDINE 133
- VCT–1 MANNINGTON, ESSENTIALS, PRAIRIE SAND 183
- SV–1 FORBO, FOREST GROUND CP–3234
- PT–1 STONEPEAK, TERRAIN DESSERT 18" X 18" (BID OPTION #4)
- CT–1 AMERICAN OLEAN; 1X1 MOSAIC TILE; NUTMEG A37

GROUT:
- CT–1 MATCH EXISTING GROUT
- PT–1 MAPAEI STRAW 94 (BID OPTION #4)

BASE:
- RB–1 FLEXCO, OUTER BANKS 038
- PTB–1 STONEPEAK, TERRAIN DESSERT 6" X 12" COVE BASE (BID OPTION #4)
- CTB–1 AMERICAN OLEAN; BUILT UP BASE MT5; MATCH EXISTING MOSAIC BASE HEIGHT

WALLS:
- P–1 SHERWIN WILLIAMS RHINESTONE SW7656, LOW VOC
  FINISH: FLAT
- P–2 SHERWIN WILLIAMS CONVIVAL YELLOW SW 6393, LOW VOC
  FINISH: FLAT
- P–2A SHERWIN WILLIAMS CONVIVAL YELLOW SW 6393, LOW VOC
  FINISH: SEMI–GLOSS
- P–3 SHERWIN WILLIAMS RAMIE SW 6156, LOW VOC
  FINISH: FLAT
- P–4 SHERWIN WILLIAMS UNCERTAIN GRAY SW6234, LOW VOC
  FINISH: SATIN

CABINETS/COUNTER TOPS:
- PL–1 WILSONART; NEPAL TEAK, 7208K–78 (CABINETS)
- PL–2 WILSONART; JEWELED OPAL 4865K–52 (COUNTER TOP)

PVC EDGE BANDING:
- PL–2 TO MATCH WILSONART D91–60 SLATE GREY

TOILET PARTITIONS AND URINAL SCREENS:
- TP–1 ALL PARTITIONS AND PARTS; COLOR; WILSONART 4823–60 ANTIQUE BRUSH

SOLID PHENOLIC TOILET AND URINAL PARTITIONS:
- TP–1 ALL PARTITIONS AND PARTS; COLOR WILSONART 4823–60 ANTIQUE BRUSH (BID OPTION #3)

SIGNAGE:
- BACKGROUND: APCO ARCHITECTURAL SIGNAGE; A50 WINDSOR BLUE. TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS FULL RANGE OF COLORS

SIGNAGE MESSAGE COLOR: A72 BONE WHITE

ACOUSTICAL TILE AND GRID:
- ACT–1 ARMSTRONG, CORTEGA SQUARE LAY–IN 770, 2'X2'X5/8"
- GWB–1 SHERWIN WILLIAMS, LATEX INTERIOR; COLOR: SW7007 CEILING BRIGHT WHITE

STEEL DOOR FRAMES:
- P–4 SHERWIN WILLIAMS UNCERTAIN GRAY SW 6234, LOW VOC
  FINISH: SATIN

WOOD DOORS AND TRIM:
- WD–1 STAIN TO MATCH WILSONART 7209K–78 NEPAL TEAK

FIRE EXTINGUISHER CABINET: PAINT TO MATCH ADJACENT WALL

CORNER GUARDS:
- CP–1 INPRO CORP., CLEAR CORNER GUARDS, 3/4" WING, 4' H

WALL SWITCH HANDLES AT EACH SPACE AND STANDARD RECEPTACLE EXISTING AT EACH SPACE

ELECTRICAL DEVICE COVER PLATES: MATCH EXISTING AT EACH SPACE

LOUVERS AND VENTS: TO MATCH ADJACENT SURFACE COLOR

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Design International
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1120 East Cervantes
Pensacola, FL 32501
Phone: 850.434.5142
Fax: 850.434.5146

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MEDICAL CLINIC RENOVATION

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PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: L. OW

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

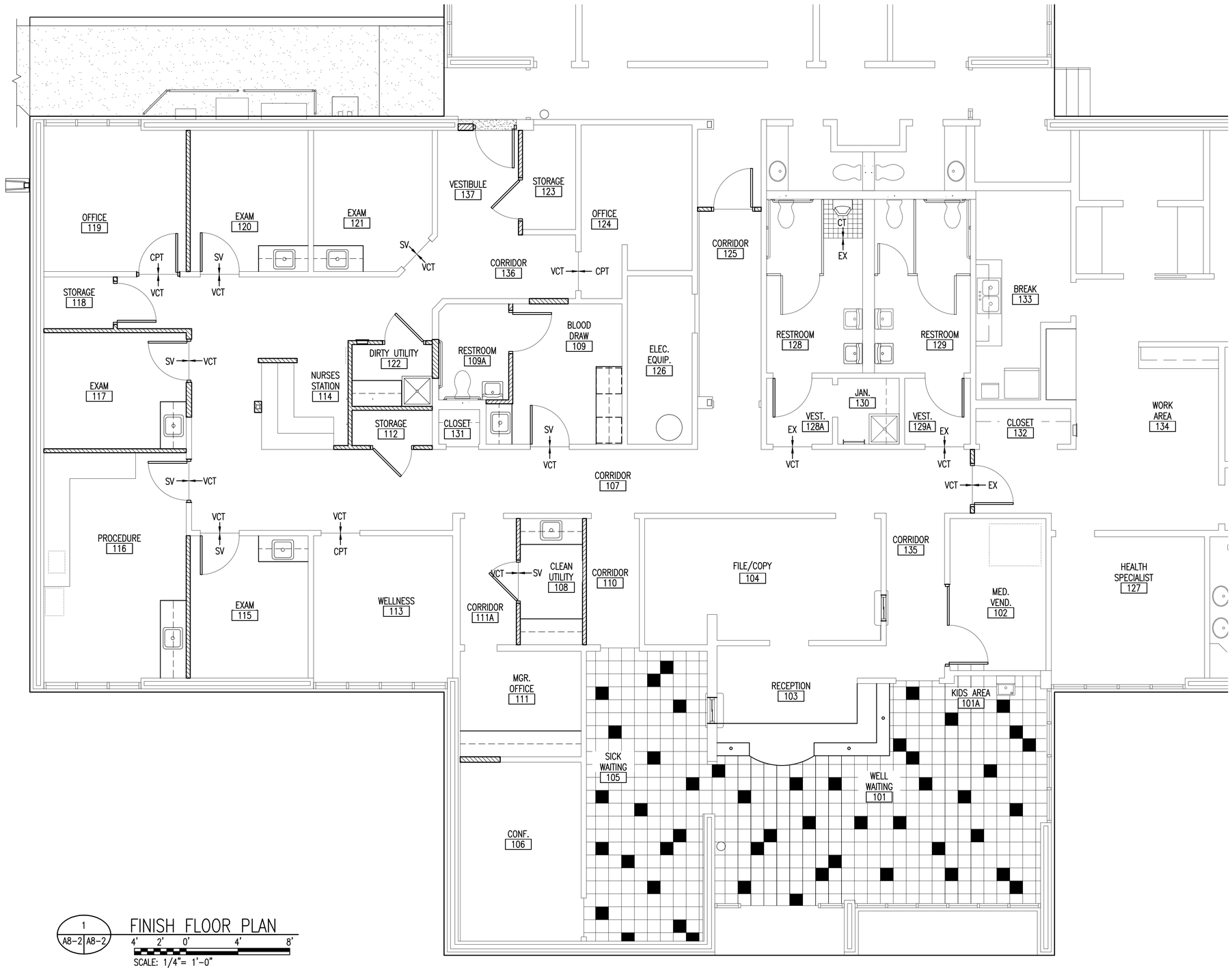
REVISED:

SHEET TITLE: FINISH SCHEDULE

SHEET NUMBER: **A8-1**

SHEET: of

1201.dwt 4 Apr
27–Apr–10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI – ARCHITECTURAL.CTB



1 / A8-2 | A8-2

FINISH FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

GENERAL NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING BID OR PROCEEDING WITH WORK.
2. PRIOR TO INSTALLING NEW CARPET, EXISTING FLOOR SHOULD BE CLEANED AND FLUSH.
3. REFER TO FINISH SCHEDULE FOR ALL INTERIOR BUILDING FINISH LOCATIONS AND COLOR DESIGNATIONS.

LEGEND

- VCT-1
- VCT-2
- CT-1

Hernandez . Calhoun
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Pensacola, FL 32501
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2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: L. OW

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

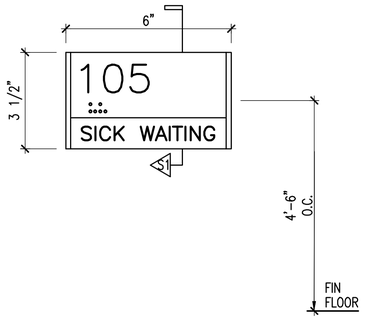
REVISED:

SHEET TITLE: FINISH FLOOR PLAN

SHEET NUMBER: **A8-2**

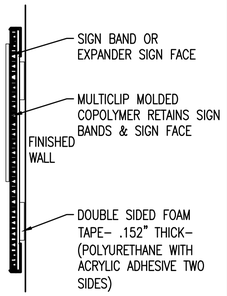
SHEET: of

1009.dgn 2.dwg
27-Aug-10 by ALEBLANC
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB



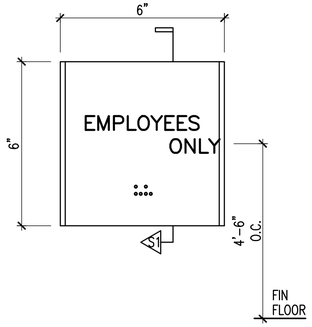
INTERIOR ROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH116 SIGN SYSTEM
ROOM NUMBER: HELVITICA MEDIUM, 1" HIGH, FLUSH LEFT
ROOM NAME: UPPER AND LOWER CASE HELVETICA MEDIUM, 1/2" CAPITAL LETTER HEIGHT, FLUSH LEFT
ADDITIONAL TEXT: UPPER AND LOWER CASE HELVETICA MEDIUM, 3/8" CAPITAL LETTER HEIGHT, FLUSH LEFT
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 3 1/2" X 6"
WALL MOUNTING METHOD: VINYL TAPE MOUNT
MOUNTING LOCATION: 60" AFF O.C, 3" FROM LATCH SIDE OF DOOR FRAME.

TYPE A – ROOM IDENTIFICATION



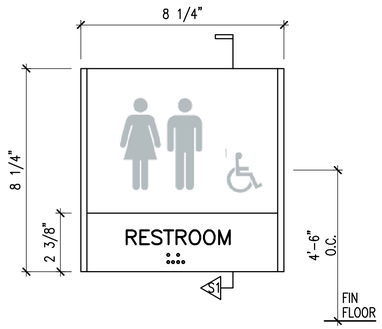
S1 SECTION

RADIUS EDGE PROFILE

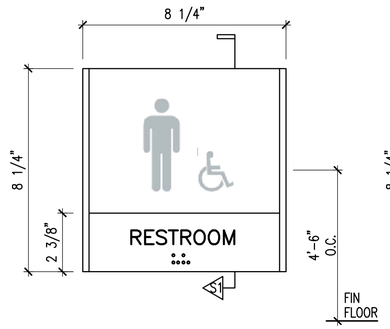


INTERIOR EMPLOYEES ONLY SIGNAGE – EQUIVALENT TO APCO ACCORD 15 AH156 SYSTEM
MESSAGE TEXT: UPPER AND LOWER CASE HELVETICA MEDIUM, 1" CAPITAL LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 6" X 6"
WALL MOUNTING METHOD: VINYL TAPE MOUNT
MOUNTING HEIGHT: 5'–0" O.C.

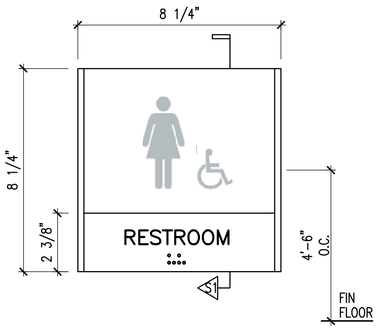
TYPE B – EMPLOYEES ONLY



INTERIOR RESTROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH141 SIGN SYSTEM
PICTOGRAMS: 4"–HIGH, CENTERED
MESSAGE TEXT: HELVETICA MEDIUM, 1/2"" LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 8 1/4" X 8 1/4"
WALL MOUNTING METHOD: VINYL TAPE MOUNT



INTERIOR RESTROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH141 SIGN SYSTEM
PICTOGRAMS: 4"–HIGH, CENTERED
MESSAGE TEXT: HELVETICA MEDIUM, 1/2"" LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 8 1/4" X 8 1/4"
WALL MOUNTING METHOD: VINYL TAPE MOUNT



INTERIOR RESTROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH141 SIGN SYSTEM
PICTOGRAMS: 4"–HIGH, CENTERED
MESSAGE TEXT: HELVETICA MEDIUM, 1/2"" LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIURS
OVERALL SIGN SIZE: 8 1/4" X 8 1/4"
WALL MOUNTING METHOD: VINYL TAPE MOUNT

TYPE C – RESTROOM IDENTIFICATION

SIGNAGE SCHEDULE

SIGN/ SYMBOL	TYPE	SIGN SIZE	TEXT/ DESCRIPTION	NOTES
1	A	3 1/2" x 6"	105 SICK WAITING	
2	B	6" X 6"	EMPLOYEES ONLY	1
3	A	3 1/2" x 6"	102 MEDICAL VENDING	
4	A	3 1/2" x 6"	127 HEALTH SPECIALIST	
5	A	3 1/2" x 6"	132 CLOSET	
6	A	3 1/2" x 6"	133 BREAK ROOM	
7	A	3 1/2" x 6"	EMPLOYEES ONLY	
8	C	8 1/4" x 8 1/4"	129 WOMEN	3
9	A	3 1/2" x 6"	130 JANITOR	
10	C	8 1/4" x 8 1/4"	128 MEN	2
11	A	3 1/2" x 6"	104 FILE/COPY	
12	A	3 1/2" x 6"	126 ELECTRICAL EQUIPMENT	
13	A	3 1/2" x 6"	124 OFFICE	
14	A	3 1/2" x 6"	123 STORAGE	
15	A	3 1/2" x 6"	121 EXAM	1
16	A	3 1/2" x 6"	122 DIRTY UTILITY	
17	A	3 1/2" x 6"	120 EXAM	
18	A	3 1/2" x 6"	119 OFFICE	
19	A	3 1/2" x 6"	118 STORAGE	1
20	A	3 1/2" x 6"	117 EXAM	
21	A	3 1/2" x 6"	116 PROCEDURE	
22	A	3 1/2" x 6"	115 EXAM	
23	A	3 1/2" x 6"	113 WELLNESS	
24	A	3 1/2" x 6"	112 STORAGE	
25	A	3 1/2" x 6"	131 CLOSET	
26	A	3 1/2" x 6"	111 MANAGER OFFICE	
27	A	3 1/2" x 6"	108 CLEAN UTILITY	
28	A	3 1/2" x 6"	109 BLOOD DRAW	
29	C	8 1/4" x 8 1/4"	109A RESTROOM	4
30	A	3 1/2" x 6"	106 CONFERENCE	
31	B	6" X 6"	AUTHORIZED ADMITTANCE ONLY	

GENERAL NOTES

1. REFER TO SHEET A8–1 FOR ALL SIGNAGE COLORS
2. REFER TO SHEET A9–2 FOR ALL SIGN LOCATIONS
3. CONTRACTOR TO PROVIDE SIGNAGE SCHEDULE PER SPECIFICATIONS. PRE–PRINTED INSERT TEXT AND FIXED TEXT WILL BE REVIEWED AND APPROVED BY ARCHITECT.

SIGNAGE SCHEDULE NOTES

1. CENTER MOUNT ON DOOR.
2. SYMBOLS – MALE AND HANDICAP.
3. SYMBOLS – FEMALE AND HANDICAP.
4. SYMBOLS – MALE, FEMALE, AND HANDICAP.

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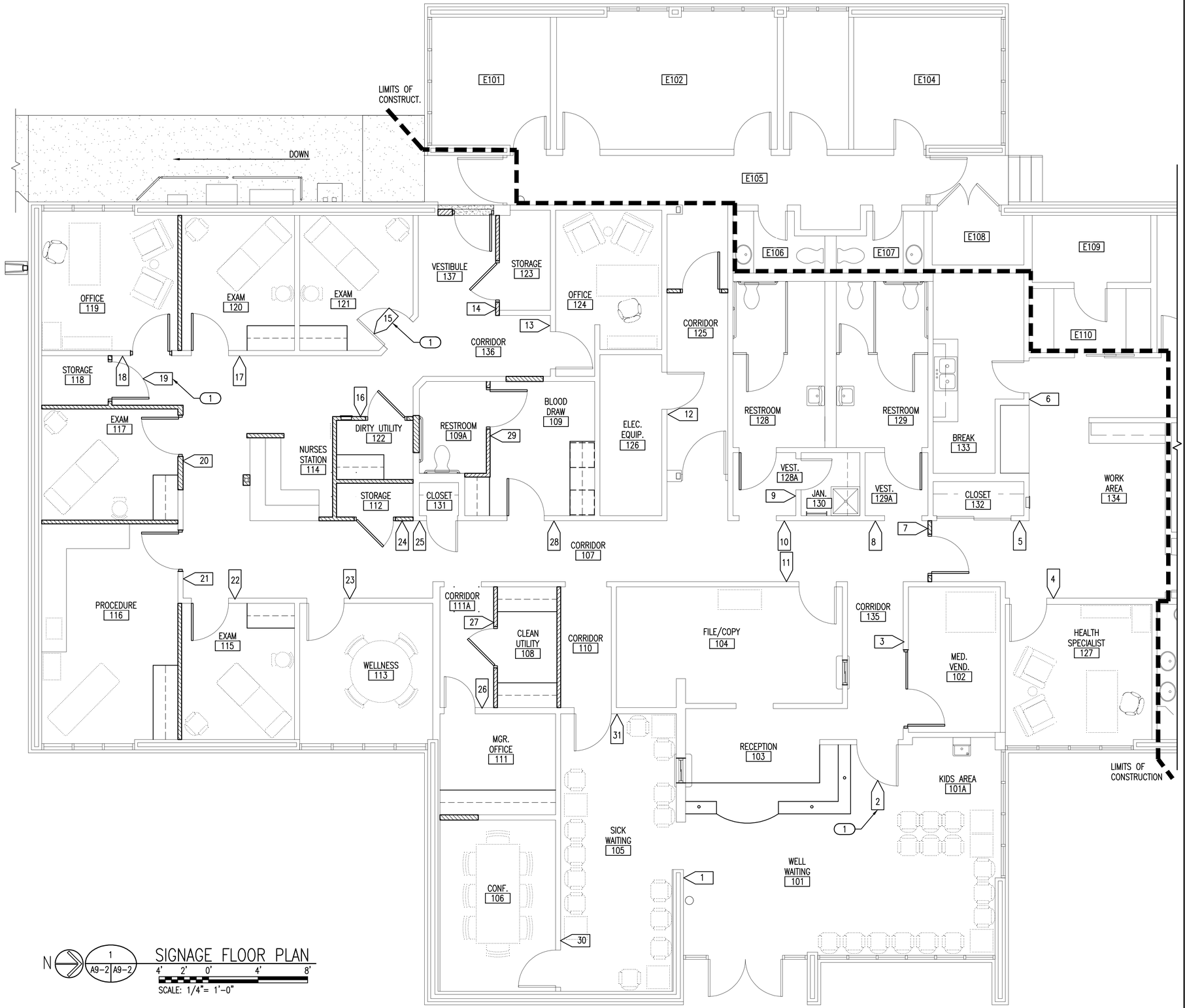
PROFESSIONAL OF RECORD: S. HERNANDEZ
DRAWN BY: L. OW
PROJECT NO. 1009
DATE OF ISSUE: AUGUST 2010
REVISED:

SHEET TITLE: SIGNAGE SCHEDULE AND DETAILS

SHEET NUMBER: **A9-1**
SHEET: of

1009-09-1.dwg
27-Aug-10 By BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB



N

1 / A9-2 | A9-2

SIGNAGE FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

1 — SIGN INDICATOR

FURNITURE; N.I.C

KEYNOTES

(1) MOUNT SIGN CENTERED ON DOOR

GENERAL NOTES

1. SEE SHEET A9-1 FOR SIGN TYPES AND SECTIONS
2. SEE SHEET A8-1 FOR SIGNAGE COLORS.
3. ALL FURNISHINGS SHOWN ARE FOR INFORMATION PURPOSES ONLY; N.I.C

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PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: L. OW

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

REVISED:

SHEET TITLE: SIGNAGE PLAN

SHEET NUMBER: **A9-2**

SHEET: of

1009-A9-2.dwg
27-Aug-10 2:36 PM IBERIA\DA ARNOLD
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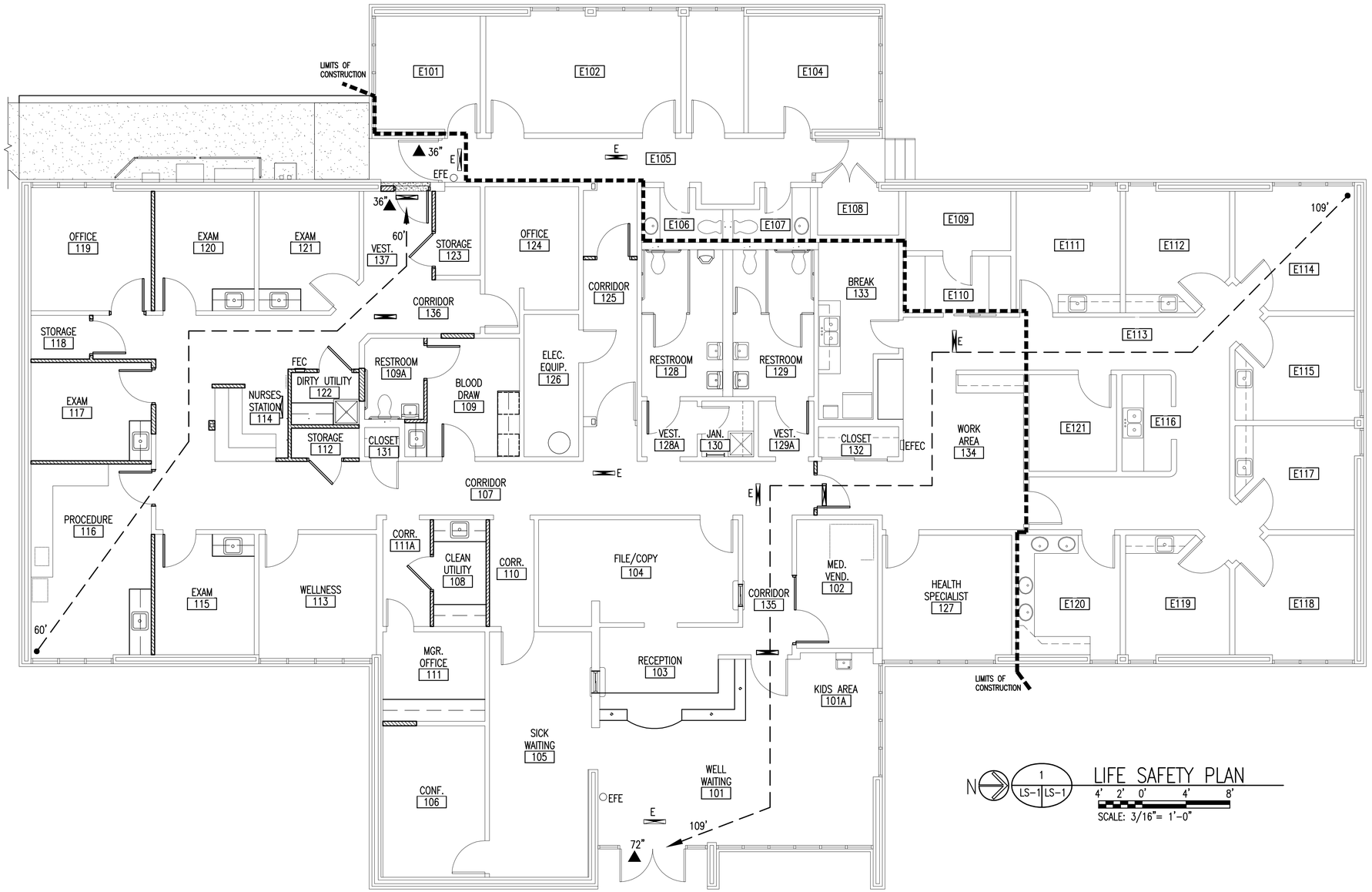

N 1 LS-1 LS-1 LIFE SAFETY PLAN

4' 2' 0' 4' 8'

SCALE: 3/16"= 1'-0"

LEGEND

▲32"	EXIT WIDTH PROVIDED
EFEC	EXISTING FIRE EXTINGUISHER CABINET TO REMAIN
FEC	FIRE EXTINGUISHER CABINET
EFE	EXISTING FIRE EXTINGUISHER TO REMAIN
82'	PATH OF TRAVEL WITH DISTANCE INDICATED
E	EXISTING EXIT SIGNS TO REMAIN; SEE ELECTRICAL
	NEW EXIT SIGNS; SEE ELECTRICAL

CODE INFORMATION FBC 2007

BUILDING CONSTRUCTION TYPE:
FBC TYPE V B

OCCUPANCY TYPE:
FBC 2007 BUSINESS GROUP "B"

BUILDING SIZE:
TOTAL RENOVATED AREA = 4690 G.S.F.

TOTAL BUILDING AREA = 7064 G.S.F.

ALLOWABLE AREA = 9,000 G.S.F
(TABLE 503)

BUILDING HEIGHT: 1 STORY

ALLOWABLE HEIGHT: 2 STORIES
(TABLE 503)

FIRE SPRINKLER:
BUILDING IS NOT SPRINKLERED

MEANS OF EGRESS:
NUMBER OF EXITS : 2 REQUIRED, 4 PROVIDED

TOTAL BUILDING OCCUPANT LOAD = 7064 G.S.F./100 G.S.F./PERSONS = 71 PERSONS x 0.2 (HORIZONTAL EXIT)= 14". ALL GRADE LEVEL EXITS ARE > 32" MIN. THEREFORE ALL EXITS ARE CAPABLE OF EXITING 100% OF TOTAL OCCUPANT LOAD.

DEAD END LIMIT: 20 FEET

COMMON PATH OF TRAVEL: 75 FEET
(SECTION 1014)

MAXIMUM TRAVEL DISTANCE: 200 FEET
(TABLE 1016.1)

FIRE PROTECTION REQUIREMENTS:

STRUCTURAL FRAME:	0 HOUR
BEARING WALLS:	0 HOUR
NON-BEARING WALLS, EXTERIOR:	0 HOUR
NON-BEARING WALLS, INTERIOR:	0 HOURS
FLOOR CONSTRUCTION:	0 HOUR
ROOF CONSTRUCTION:	0 HOURS

FBCB EXISTING BUILDINGS:
SECTION 101.5-PROPOSED COMPLIANCE METHOD 101.5.1-PRESCRIPTIVE COMPLIANCE METHOD

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PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

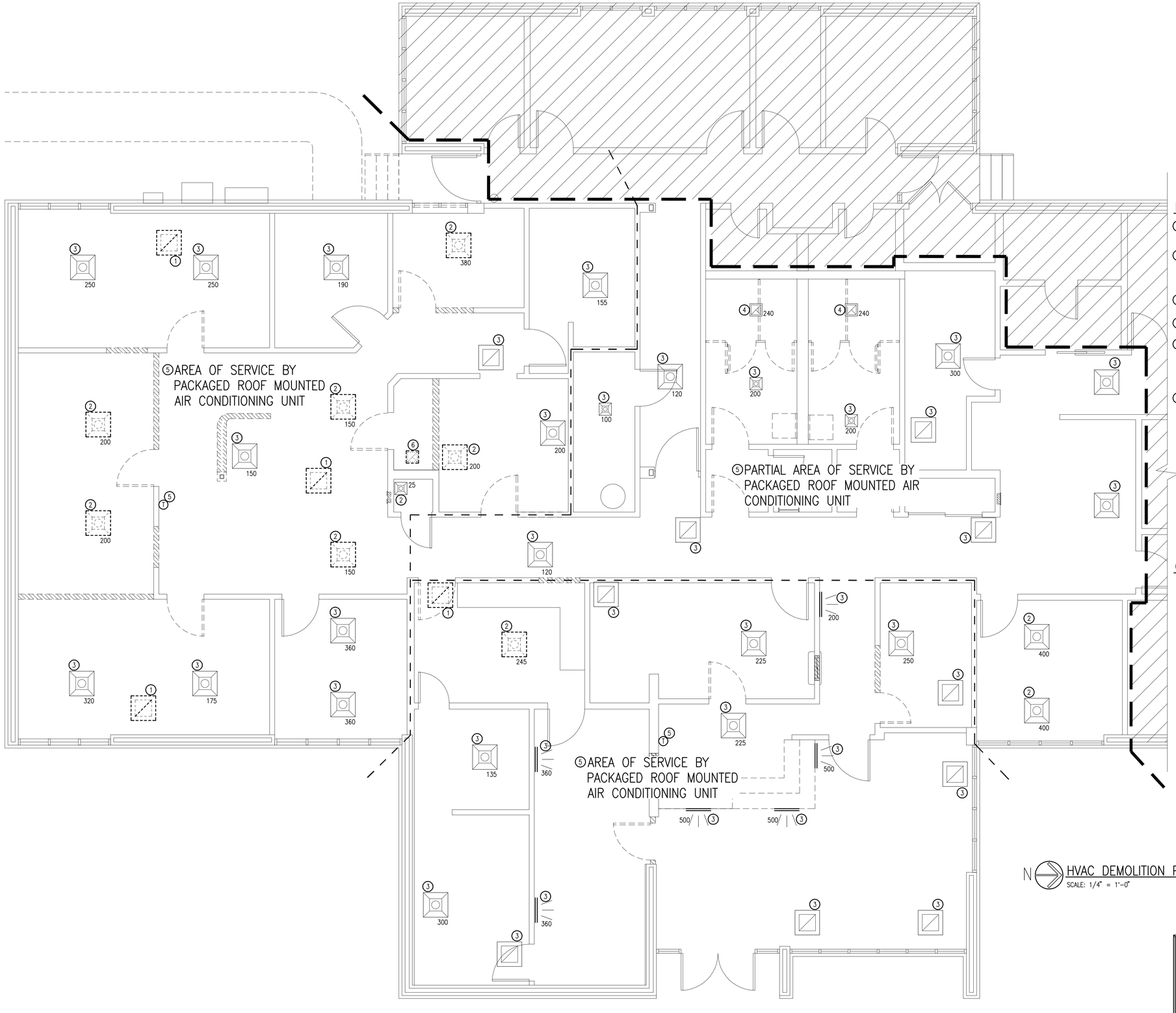
REVISED:

SHEET TITLE:
LIFE SAFETY PLAN AND CODE INFORMATION

SHEET NUMBER:
LS-1

SHEET: of

1009-LS-1.dwg
27'-4½" (10.1) by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB



HVAC DEMOLITION KEYNOTES

1. EXISTING RETURN AIR DEVICE TO BE REMOVED COMPLETE. INCLUDE WITH REMOVAL OF AIR DEVICE ALL ASSOCIATED BRANCH DUCTWORK. SPACE ABOVE THE CEILING IS A RETURN AIR PLENUM.
2. EXISTING SUPPLY AIR DEVICE TO BE REMOVED WITH ASSOCIATED BRANCH DUCTWORK. COORDINATE REMOVAL OF BRANCH DUCTWORK WITH NEW WORK PLAN FOR RECONNECTION TO NEW AIR DEVICE. OTHERWISE, SEAL OPEN END OF DUCT AIR TIGHT WITH INSULATED SHEET METAL CAP. SECURE IN PLACE WITH SHEET METAL SCREWS.
3. EXISTING AIR DEVICE TO REMAIN. REFERENCE NEW WORK PLAN FOR ADDITIONAL INFORMATION.
4. EXISTING EXHAUST AIR DEVICE TO REMAIN. REFERENCE NEW WORK PLAN FOR ADDITIONAL INFORMATION.
5. EXISTING WALL MOUNTED THERMOSTAT TO REMAIN TO CONTINUE TO CONTROL EXISTING ROOF MOUNTED PACKAGED AIR CONDITIONING UNIT TO REMAIN. IT IS INTENDED ALL EXISTING TRUNK DUCT SYSTEMS REMAIN, UNLESS OTHERWISE NOTED, AND THAT ONLY AIR DEVICES WITH BRANCH DUCTWORK IS TO BE MODIFIED.
6. EXISTING EXHAUST FAN MOUNTED IN CEILING TO BE REMOVED. POINT OF DISCHARGE AT ROOF PENETRATION TO BE MODIFIED PER NEW WORK PLAN.

GENERAL NOTE:

MECHANICAL CONTRACTOR SHALL VERIFY AIR FLOW FROM EACH SUPPLY AIR AND EXHAUST AIR DEVICE WITHIN THE AREA OF WORK PRIOR TO BEGINNING DEMOLITION WORK. THIS INFORMATION SHALL BE RECORDED AND TURNED OVER TO THE ARCHITECT/ENGINEER. FINAL AIR FLOWS OF THE NEW WORK PLANS SHALL BE BASED ON THIS INFORMATION.

N

HVAC DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

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PROFESSIONAL OF RECORD: H.M. YONGE

DRAWN BY: T.L. BATES

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SHEET TITLE: HVAC DEMOLITION PLAN

SHEET NUMBER: M-1

SHEET: of

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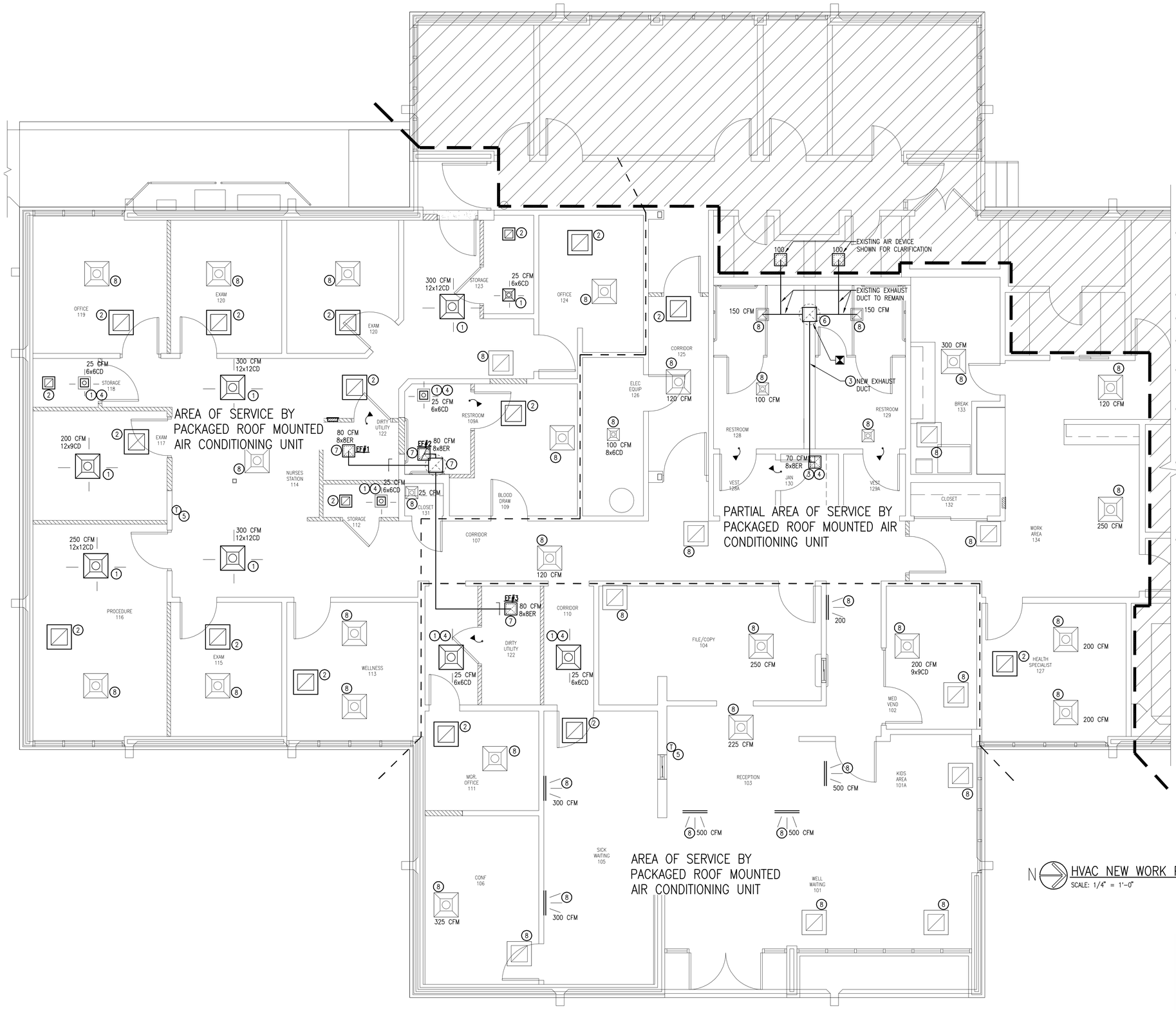
thedog> M:\Jobs_Active\10082 Escambia Co. Clinic\10082M01.dwg 08/11/10 09:22



HVAC NEW WORK PLAN
SCALE: 1/4" = 1'-0"

HVAC NEW WORK KEYNOTES

1. NEW CEILING MOUNTED SUPPLY AIR DEVICE TO BE INSTALLED IN NEW CEILING. ADJUST FINAL LOCATION TO ACCOMMODATE NEW GRID AND CEILING ELEVATION. EXTEND EXISTING BRANCH DUCTWORK (RIGID RECTANGULAR) TO ACCOMMODATE NEW LOCATION OF NEW AIR DEVICE. INCLUDE A MANUAL VOLUME DAMPER WITH NEW AIR DEVICE AND BALANCE AIR DEVICE TO INDICATED AIR FLOW.
2. NEW CEILING MOUNTED RETURN AIR DEVICE, ADJUST FINAL LOCATION TO ACCOMMODATE CEILING GRID.
3. NEW EXHAUST AIR REGISTER AND BALANCE TO INDICATED AIR FLOW.
4. NEW BRANCH DUCTWORK (8x4) TO EXTEND FROM EXISTING TRUNK DUCT TO NEW AIR DEVICE. INCLUDE A DAMPER IN BRANCH DUCT AND BALANCE TO INDICATED AIR FLOW.
5. EXISTING WALL MOUNTED THERMOSTAT TO REMAIN. PROVIDE A FULL MAINTENANCE CHECK ON OPERATION OF THERMOSTAT TO VERIFY FULL FUNCTIONALITY. REPORT FINDINGS TO ARCHITECT/OWNER.
6. EXISTING ROOF MOUNTED EXHAUST FAN TO REMAIN WITH BRANCH DUCTS. PROVIDE NEW 8x4 BRANCH DUCT CONNECTED TO FAN PLENUM AND ROUTE INTO JANITORS CLOSET FOR CONNECTION TO NEW 8x8 EXHAUST REGISTER. INCLUDE DAMPER IN DUCT AND BALANCE FOR 70 CFM. REBALANCE EXISTING EXHAUST FAN FOR INDICATED AIR FLOW AT 570 CFM.
7. NEW CEILING MOUNTED EXHAUST FAN TO BE INTERLOCKED WITH AREA LIGHT SWITCH. ROUTE 8x6 DISCHARGE DUCT TO DISCHARGE PLENUM EXTENDED UP THROUGH ROOF TO CURB MOUNTED VENT HOOD. EXHAUST PLENUM SHALL BE 12x12 WITH FULL SIZE CURB AND HOOD. INCREASE SIZE OF EXISTING ROOF OPENING TO ACCOMMODATE NEW PLENUM WITH ROOF CURB AND HOOD. THROUGH BOLT CURB TO ROOF DECK AND HOOD TO CURB. EXHAUST FAN SHALL BE SELECTED FOR 80 CFM, .25" SP, 1.0A, 120V AND 1500 RPM.
8. EXISTING AIR DEVICE TO REMAIN. MAINTAIN SAME AIR FLOW AS BEFORE BEGINNING PROJECT CONSTRUCTION. AIR DEVICE SHALL BE REMOVED, CLEANED, REPAINTED, TO MATCH EXISTING FINISH AND REINSTALLED. AT CONTRACTORS OPTION THE AIR DEVICE MAYBE REMOVED AND REPLACED NEW WITH A DUPLICATING AIR DEVICE.

GENERAL NOTE:

TESTING AND BALANCING OF AIR DEVICES SHALL BE TO INDICATED AIR FLOWS. HOWEVER, TOTAL AIR FLOW FROM RESPECTIVE ROOF MOUNTED PACKAGED UNITS SHALL BE DETERMINED PRIOR TO BEGINNING BALANCING PROCESS. EACH AIR DEVICE SHALL HAVE AIR FLOW ADJUSTED AS A PERCENTAGE OF THE TOTAL AIR FLOW AVAILABLE SUBJECT TO THE RESPECTIVE UNIT

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PROFESSIONAL OF RECORD: H.M. YONGE
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SHEET NUMBER: M-2
SHEET: of

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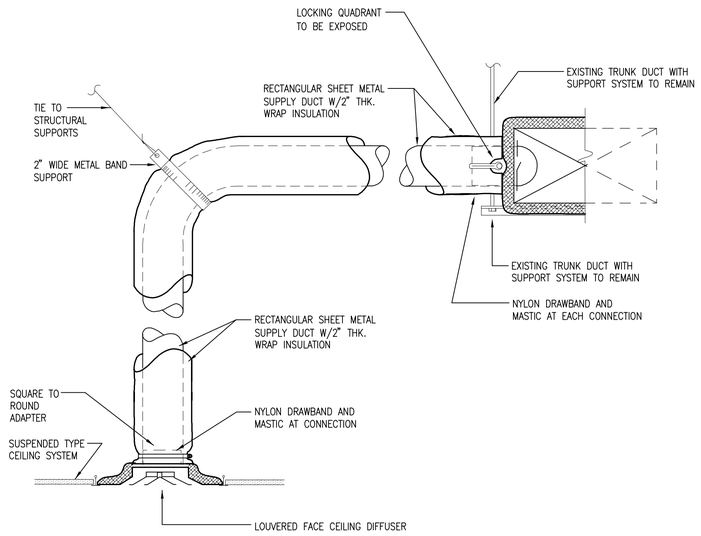
thedog> M:\Jobs_Active\10082 Escambia Co. Clinic\10082M02.dwg 08/26/10 10:17

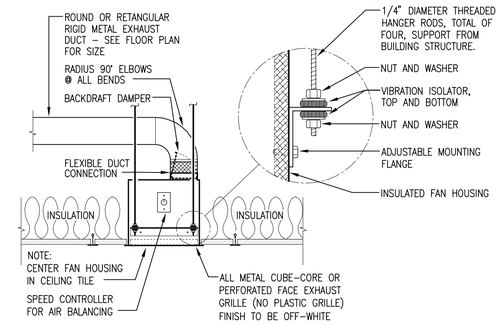
MECHANICAL LEGEND

A.F.F.	ABOVE FINISHED FLOOR
CD	CEILING DIFFUSER
CFM	CUBIC FEET PER MINUTE
EF	EXHAUST FAN
ER	EXHAUST REGISTER
RA	RETURN AIR
RAR	RETURN AIR REGISTER
SA	SUPPLY AIR
SWR	SIDE WALL REGISTER
TYP.	TYPICAL
	CEILING DIFFUSER WITH THROW INDICATION
	EXHAUST/RETURN AIR DEVICE
W X H	DUCTWORK (DIMENSIONS: WIDTH X HEIGHT)
	ELBOW WITH TURNING VANES
	BULLHEAD TEE WITH TURNING VANES AND SPLITTER DAMPER
	45° SHOE–FITTING TAKE–OFF
	DUCT CONNECTION OVER AIR DEVICE
	RETURN AIR DUCT IN SECTION
	SUPPLY AIR DUCT IN SECTION
T	THERMOSTAT
	5/8" DOOR UNDERCUT
	MANUAL VOLUME DAMPER



TYPICAL BRANCH DUCT AND DIFFUSER DETAIL

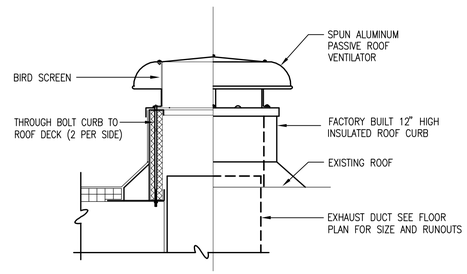
NOT TO SCALE



TOILET EXHAUST FAN DETAIL

SCALE: NTS

NOTE: SUPPORT RODS TO ROOF STRUCTURE – DO NOT SUPPORT FAN WITH CEILING SYSTEM



TYPICAL ROOF MOUNTED EXHAUST HOOD DETAIL

NOT TO SCALE

NOTE: COORDINATE CONTRUCTION WITH ARCHITECTURAL 2/A2–3.

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DRAWN BY: T.L. BATES

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SHEET TITLE: LEGEND AND DETAILS

SHEET NUMBER: M-3

SHEET: of

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PLUMBING DEMOLITION KEYNOTES

1. EXISTING LAVATORY TO BE REMOVED AND RELOCATED PER NEW WORK PLAN. ALL UTILITY PIPING FOR WASTE, WATER, AND VENT PIPING SHALL BE CAPPED AIR TIGHT OUTSIDE OF OCCUPIED SPACE (ABOVE CEILING, BELOW FLOOR, OR INSIDE WALLS). COORDINATE PREPARING EXISTING PIPING FOR EXTENSION TO NEW FIXTURE LOCATION PER NEW WORK PLAN. ANY WASTE PIPING NOT BEING REUSED SHALL BE REMOVED.
2. EXISTING PLUMBING FIXTURE TO REMAIN. DO NOT DISTURB EXCEPT TO THOROUGHLY CLEAN. PROVIDE SERVICE MAINTENANCE CHECK ON ALL FIXTURE TRIM FOR OPERATION. SUBMIT A WRITTEN REPORT TO OWNER/ARCHITECT WITH ASSOCIATED COSTS OF REPAIR.
3. EXISTING FLOOR DRAIN TO REMAIN. ENSURE FLOOR DRAIN IS THOROUGHLY CLEANED AND COMPLETELY FUNCTIONAL UPON COMPLETION OF WORK.
4. EXISTING PLUMBING FIXTURE TO BE REMOVED WITH ALL ASSOCIATED WASTE, WATER, AND VENT PIPING. REMOVE UTILITY PIPING TO OUTSIDE OF OCCUPIED SPACE (ABOVE CEILING, BELOW FLOOR, OR INSIDE WALLS) AND CAP AIR TIGHT, UNLESS OTHERWISE INDICATED PER NEW WORK PLAN. COORDINATE PREPARING EXISTING PIPING FOR EXTENSION TO NEW FIXTURE LOCATIONS PER NEW WORK PLAN.
5. EXISTING FLOOR SLAB TO BE CUT AND REMOVED. REFERENCE NEW WORK SANITARY SEWER PLAN FOR LOCATION OF NEW WORK. FIELD VERIFY EXTENT OF DEMOLITION AND LOCATION OF EXISTING SANITARY SEWER PRIOR TO BEGINNING WORK.
6. CLEAN AND CAMERA WASTE PIPING RISER WITH WRITTEN DESCRIPTION OF ANY DEFICIENCIES. NOTIFY ENGINEER OF ANY PROBLEMS.
7. EXISTING DOMESTIC WATER PIPING (3/4") PROTRUDING FROM EXTERIOR OF BUILDING SHALL BE EXTENDED TO OUTSIDE EDGE OF NEW SIDEWALK. A HOSE FAUCET IS ATTACHED TO THIS PIPING WHICH HAS CONNECTED TO IT 3/4" PVC PIPING ROUTED TOBELOW GRADE. THIS UNDERGROUND PIPING SHALL BE MODIFIED FOR THE EXISTING POINT OF CONNECTION TO BE RELOCATED TO THE SAME NEW POSITION AS THE WATER PIPING AT THE EDGE OF THE SIDEWALK. PROVIDE A NEW FAUCET IN CONJUNCTION WITH THE NEW WATER PIPING AND UNDERGROUND DISTRIBUTION PIPING.
8. EXISTING HOSE FAUCET TO REMAIN. REMOVE ALL EXISTING INSULATION FROM PIPING WITH BOUNDARY OF NEW SIDEWALK. REINSULATE REMAINING EXPOSED PIPING TO MATCH EXISTING.

N

PLUMBING DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
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DRAWN BY: L.M. SUMLIN
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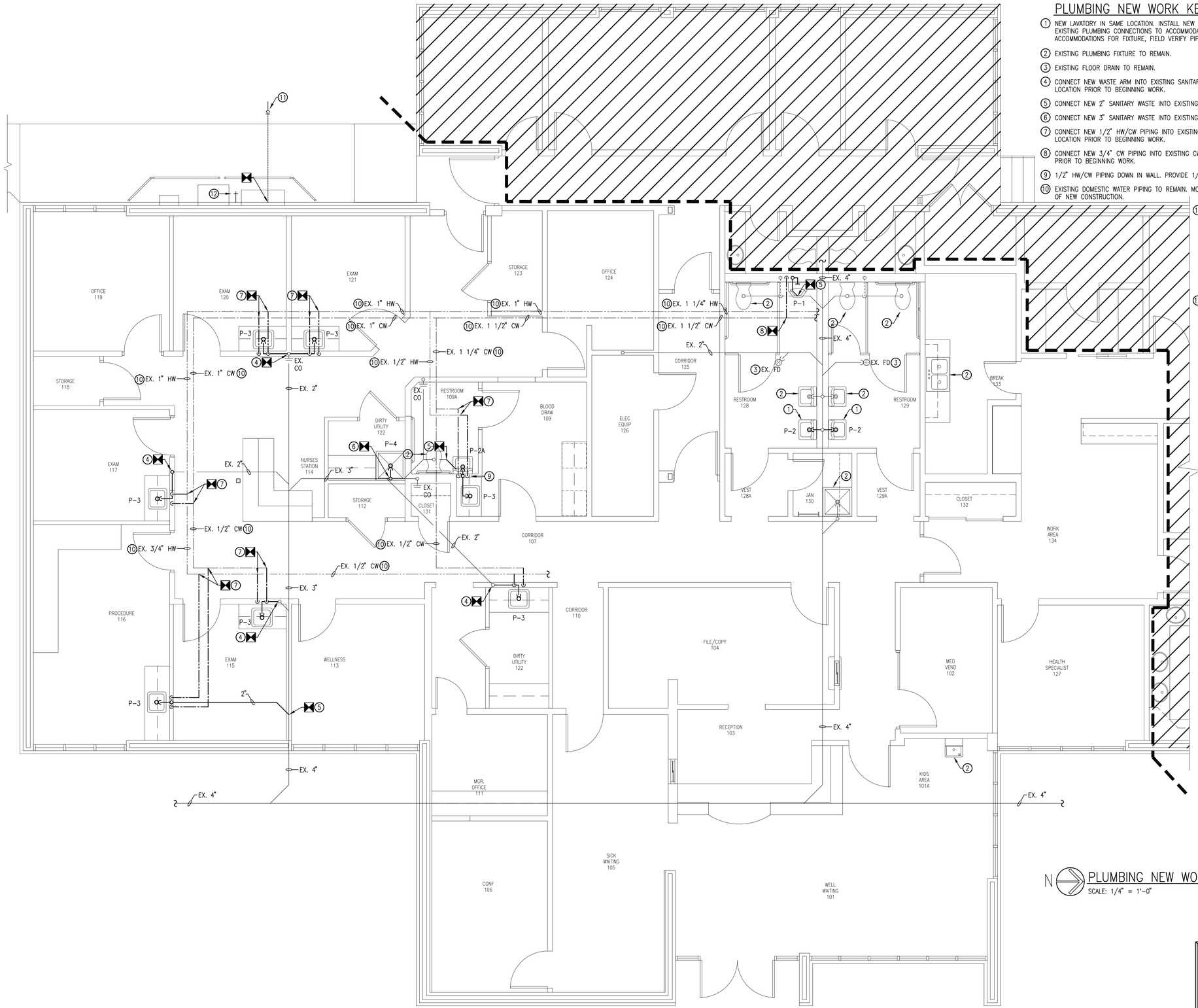
PLUMBING NEW WORK KEYNOTES

1. NEW LAVATORY IN SAME LOCATION. INSTALL NEW P-TRAP AND FLEXIBLE SUPPLIES WITH STOPS. REWORK EXISTING PLUMBING CONNECTIONS TO ACCOMMODATE INSTALLATION OF FIXTURE. TO ENSURE ADEQUATE ACCOMMODATIONS FOR FIXTURE, FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
2. EXISTING PLUMBING FIXTURE TO REMAIN.
3. EXISTING FLOOR DRAIN TO REMAIN.
4. CONNECT NEW WASTE ARM INTO EXISTING SANITARY WASTE RISER. FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
5. CONNECT NEW 2" SANITARY WASTE INTO EXISTING SANITARY WASTE PIPING.
6. CONNECT NEW 3" SANITARY WASTE INTO EXISTING SANITARY WASTE PIPING.
7. CONNECT NEW 1/2" HW/CW PIPING INTO EXISTING HW/CW PIPING. FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
8. CONNECT NEW 3/4" CW PIPING INTO EXISTING CW PIPING. FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
9. 1/2" HW/CW PIPING DOWN IN WALL. PROVIDE 1/2" HW/CW BRANCH CONNECTIONS TO EACH FIXTURE.
10. EXISTING DOMESTIC WATER PIPING TO REMAIN. MODIFY ONLY AS NEEDED TO ACCOMMODATE INSTALLATION OF NEW CONSTRUCTION.
11. EXISTING DOMESTIC WATER PIPING (3/4") PROTRUDING FROM EXTERIOR OF BUILDING SHALL BE EXTENDED TO OUTSIDE EDGE OF NEW SIDEWALK. A HOSE FAUCET IS ATTACHED TO THIS PIPING WHICH HAS CONNECTED TO IT 3/4" PVC PIPING ROUTED TO BELOW GRADE. THIS UNDERGROUND PIPING SHALL BE MODIFIED FOR THE EXISTING POINT OF CONNECTION TO BE RELOCATED TO THE SAME NEW POSITION AS THE WATER PIPING AT THE EDGE OF THE SIDEWALK. PROVIDE A NEW FAUCET IN CONJUNCTION WITH THE NEW WATER PIPING AND UNDERGROUND DISTRIBUTION PIPING.
12. EXISTING HOSE FAUCET TO REMAIN. REMOVE ALL EXISTING INSULATION FROM PIPING WITH BOUNDARY OF NEW SIDEWALK. REINSULATE REMAINING EXPOSED PIPING TO MATCH EXISTING.



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PLUMBING NEW WORK PLAN

SCALE: 1/4" = 1'-0"

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BAYLEN STREET MEDICAL CLINIC RENOVATION

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SHEET: of

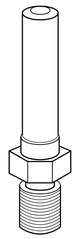
PLUMBING FIXTURE CONNECTION SCHEDULE

MARK	FIXTURE	CONNECTIONS			DESCRIPTION
		WASTE	CW	HW	
P-1	URINAL	2"	3/4"	--	WALL HUNG TYPE WITH FLUSH VALVE AND FLOOR MOUNTED CARRIER.
P-2	LAVATORY (HANDICAPPED)	1 1/2"	1/2"	1/2"	WALL HUNG TYPE. PROVIDE WITH SINGLE LEVER FAUCET, GRID WASTE, 17 GA P-TRAP, FLEXIBLE SUPPLIES WITH STOPS, TRAP INSULATION KIT, AND FLOOR MOUNTED CONCEALED ARM CARRIER. INSTALL PER ADA REQUIREMENTS.
P-2A	EXISTING LAVATORY (HANDICAPPED)	1 1/2"	1/2"	1/2"	PROVIDE WITH NEW SINGLE LEVER FAUCET, GRID WASTE, 17 GA P-TRAP, FLEXIBLE SUPPLIES WITH STOPS, AND FLOOR MOUNTED CONCEALED ARM CARRIER.
P-3	SINK	1 1/2"	1/2"	1/2"	20"x19", SINGLE COMPARTMENT STAINLESS STEEL SINK. PROVIDE WITH GOOSENECK FAUCET, WRIST BLADES, BASKET STRAINER, 1 1/2" P-TRAP, AND FLEXIBLE SUPPLIES WITH STOPS.
P-4	UTILITY SINK	3"	1/2"	1/2"	24"x24" FLOOR MOUNTED TYPE WITH WALL MOUNTED FAUCET, VACUUM BREAKER, WALL BRACE, 3" IPS DRAIN, AND STAINLESS STEEL GRATE.

NOTE: FIXTURES SHALL BE WHITE AND FAUCETS SHALL BE POLISHED CHROME UNLESS OTHERWISE INDICATED. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION. ALL HANDICAPPED FIXTURES SHALL BE ADA COMPLIANT AND INSTALLED PER ADA REQUIREMENTS. REFERENCE ARCHITECTURAL PLANS FOR INSTALLATION HEIGHTS. ALL DOMESTIC WATER PIPING ABOVE THE SLAB SHALL BE INSULATED INCLUDING PIPING INSIDE WALLS. PIPING SHALL NOT BE INSTALLED IN A MANNER IN WHICH CONTACT WITH MASONRY PRODUCTS IS ALLOWED.

PLUMBING LEGEND

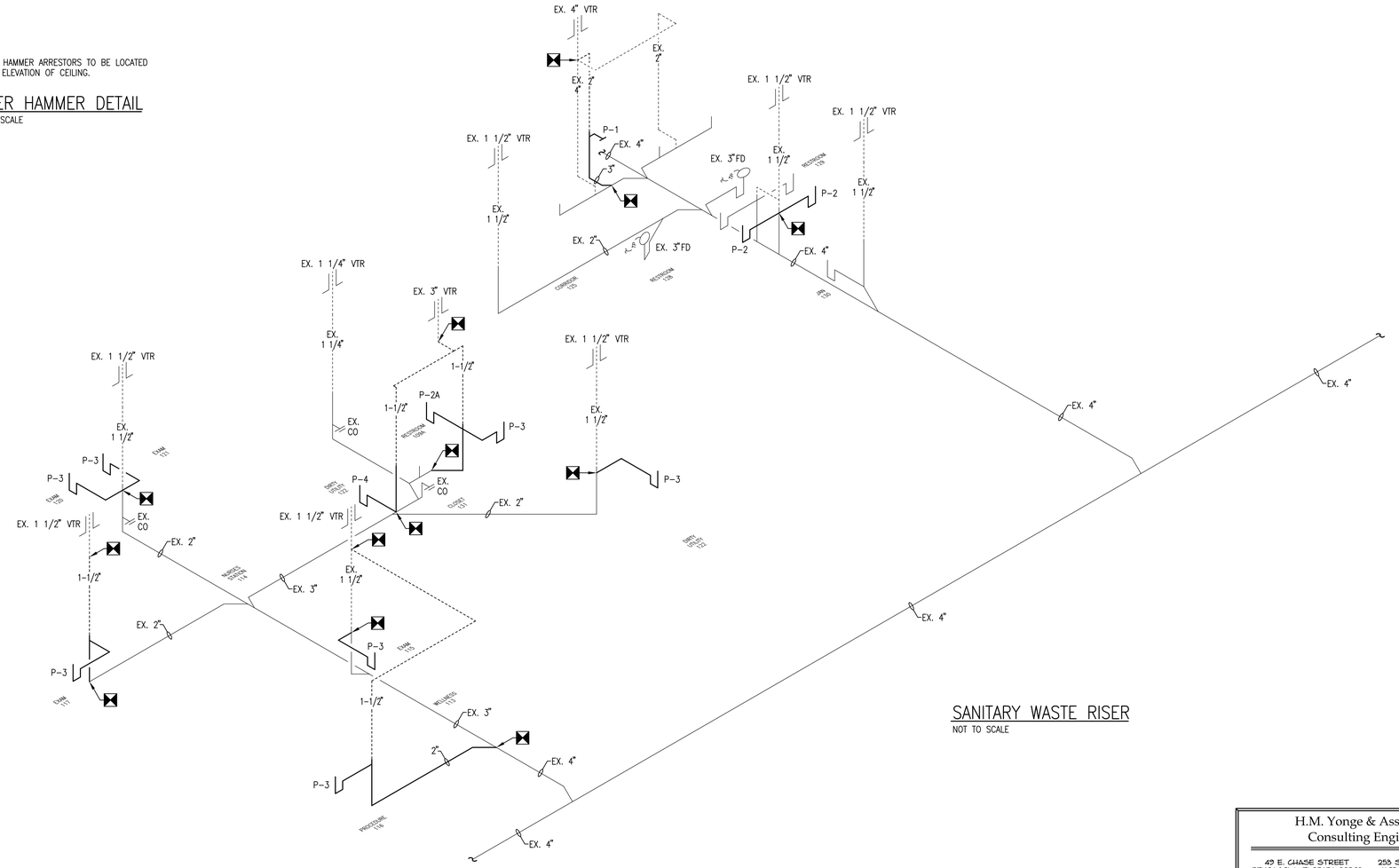
CO	CLEANOUT
CW	COLD WATER
EX	EXISTING
FD	FLOOR DRAIN
HW	HOT WATER
VTR	VENT THRU ROOF
	COLD WATER PIPING
	HOT WATER PIPING
TP TP TP TP	TRAP PRIMER PIPING
	WASTE PIPING
	VENT PIPING
	CONNECT NEW TO EXISTING
	P-TRAP
	VENT THRU ROOF
	WATER HAMMER ARRESTOR



AIR PRELOAD PSI	FIXTURE UNITS	P.D.I. SYMBOL
60	1-11	A
60	12-32	B
60	33-60	C

NOTE: WATER HAMMER ARRESTORS TO BE LOCATED ABOVE ELEVATION OF CEILING.

WATER HAMMER DETAIL
NOT TO SCALE



SANITARY WASTE RISER
NOT TO SCALE

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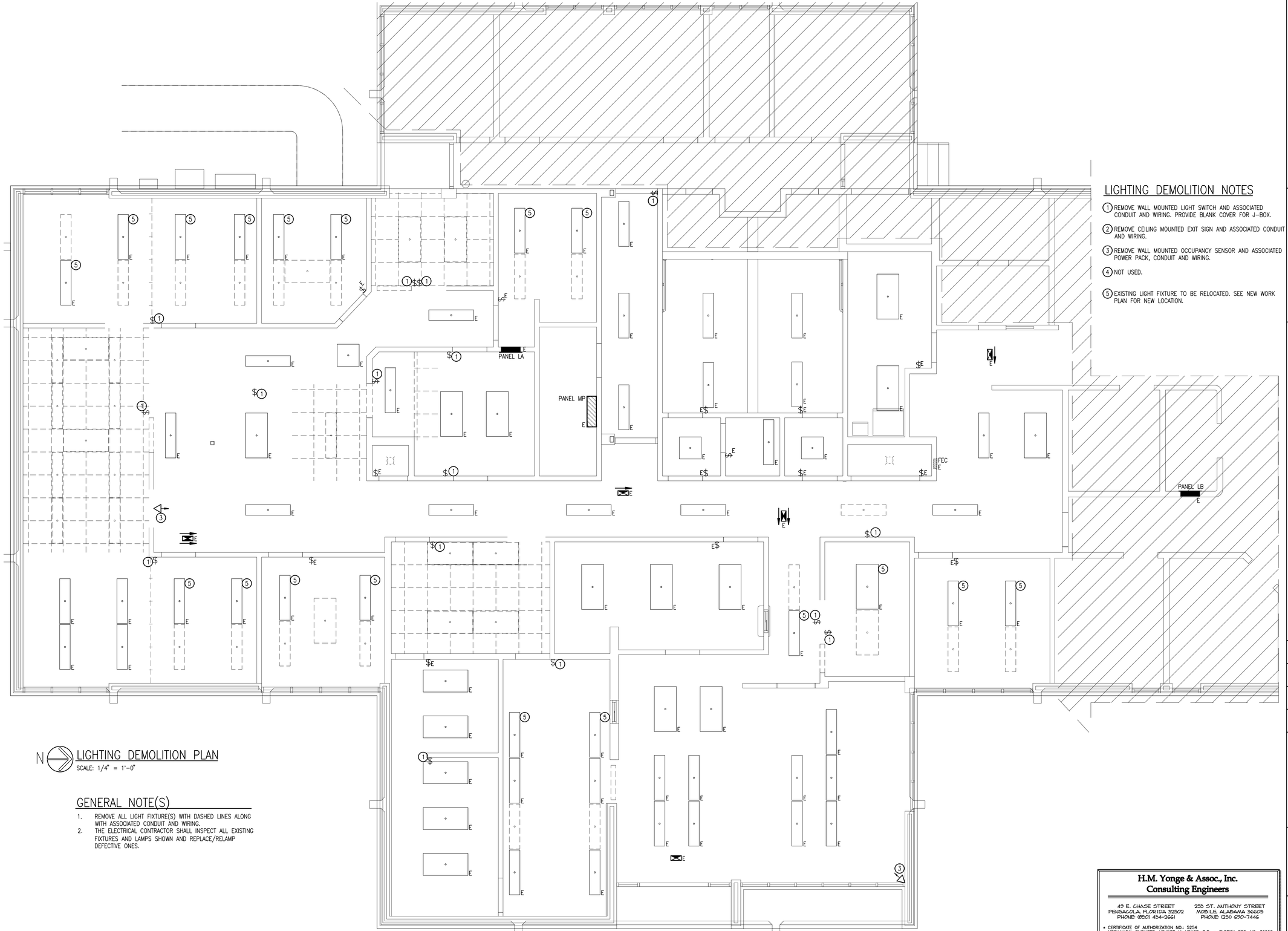

LIGHTING DEMOLITION NOTES

1. REMOVE WALL MOUNTED LIGHT SWITCH AND ASSOCIATED CONDUIT AND WIRING. PROVIDE BLANK COVER FOR J-BOX.
2. REMOVE CEILING MOUNTED EXIT SIGN AND ASSOCIATED CONDUIT AND WIRING.
3. REMOVE WALL MOUNTED OCCUPANCY SENSOR AND ASSOCIATED POWER PACK, CONDUIT AND WIRING.
4. NOT USED.
5. EXISTING LIGHT FIXTURE TO BE RELOCATED. SEE NEW WORK PLAN FOR NEW LOCATION.

N

LIGHTING DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTE(S)

1. REMOVE ALL LIGHT FIXTURE(S) WITH DASHED LINES ALONG WITH ASSOCIATED CONDUIT AND WIRING.
2. THE ELECTRICAL CONTRACTOR SHALL INSPECT ALL EXISTING FIXTURES AND LAMPS SHOWN AND REPLACE/RELAMP DEFECTIVE ONES.

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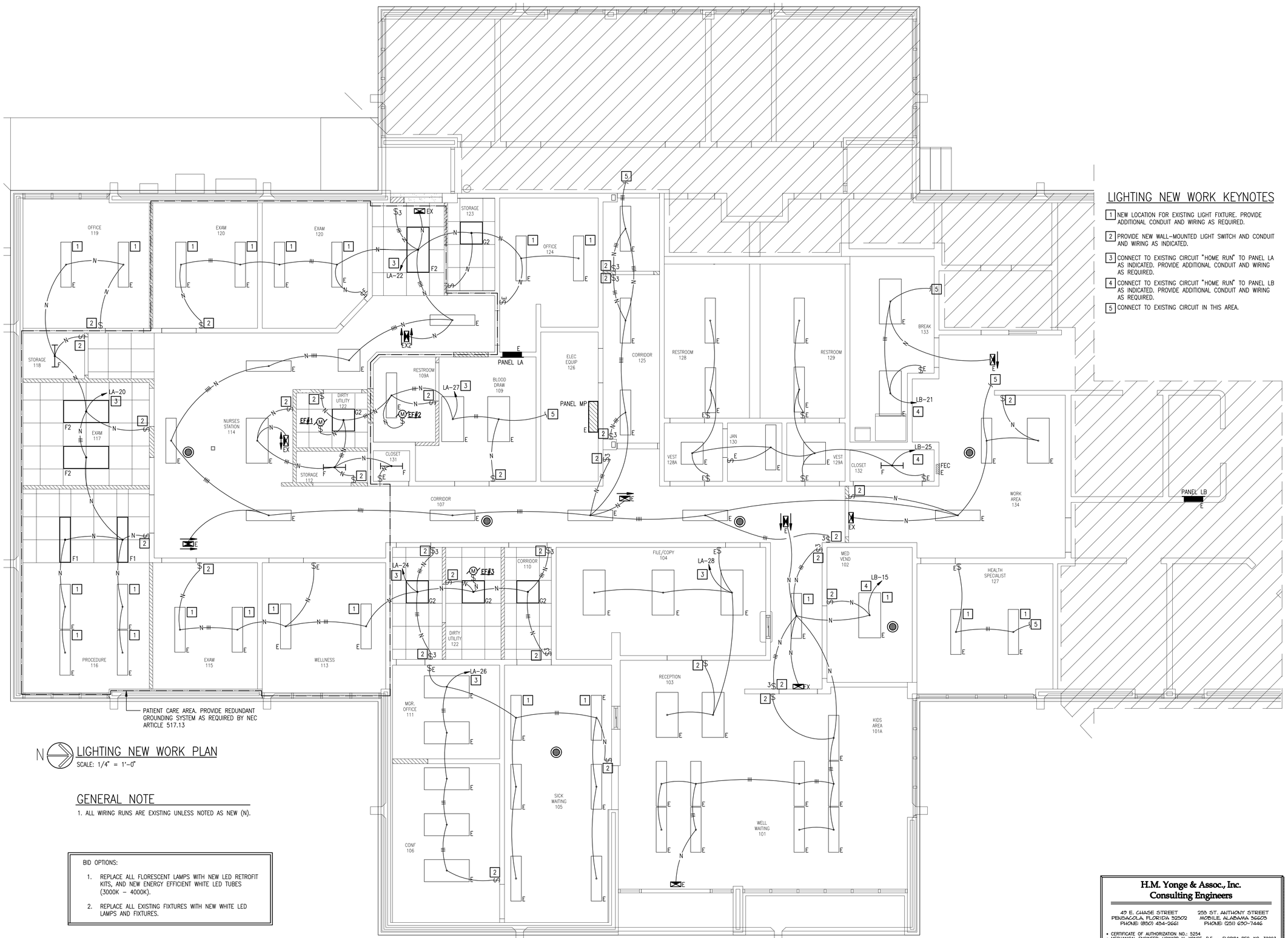

N LIGHTING NEW WORK PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTE

1. ALL WIRING RUNS ARE EXISTING UNLESS NOTED AS NEW (N).

BID OPTIONS:

1. REPLACE ALL FLORESCENT LAMPS WITH NEW LED RETROFIT KITS, AND NEW ENERGY EFFICIENT WHITE LED TUBES (3000K – 4000K).
2. REPLACE ALL EXISTING FIXTURES WITH NEW WHITE LED LAMPS AND FIXTURES.

LIGHTING NEW WORK KEYNOTES

1. NEW LOCATION FOR EXISTING LIGHT FIXTURE. PROVIDE ADDITIONAL CONDUIT AND WIRING AS REQUIRED.
2. PROVIDE NEW WALL-MOUNTED LIGHT SWITCH AND CONDUIT AND WIRING AS INDICATED.
3. CONNECT TO EXISTING CIRCUIT "HOME RUN" TO PANEL LA AS INDICATED. PROVIDE ADDITIONAL CONDUIT AND WIRING AS REQUIRED.
4. CONNECT TO EXISTING CIRCUIT "HOME RUN" TO PANEL LB AS INDICATED. PROVIDE ADDITIONAL CONDUIT AND WIRING AS REQUIRED.
5. CONNECT TO EXISTING CIRCUIT IN THIS AREA.

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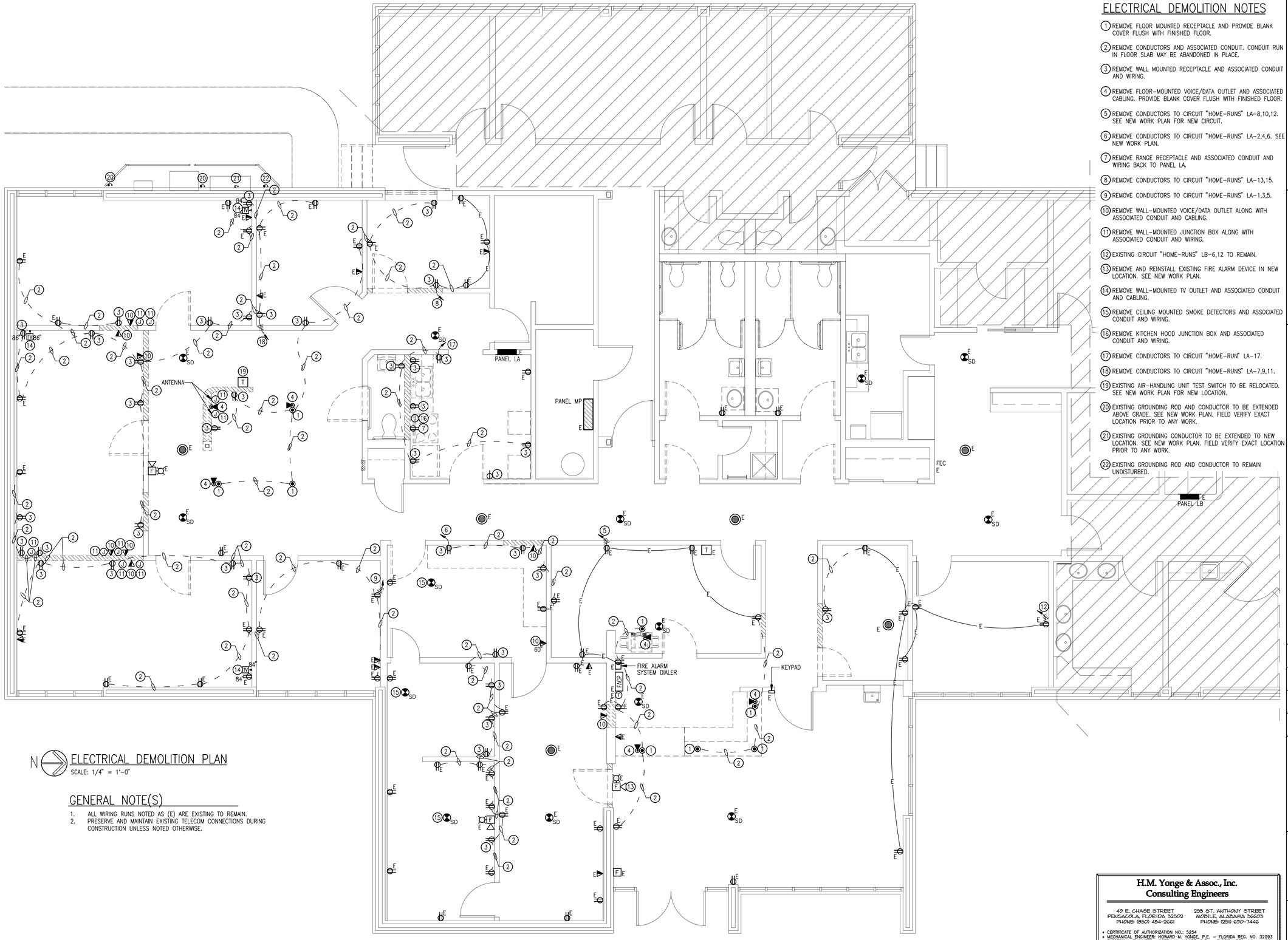

N ELECTRICAL DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTE(S)

1. ALL WIRING RUNS NOTED AS (E) ARE EXISTING TO REMAIN.
2. PRESERVE AND MAINTAIN EXISTING TELECOM CONNECTIONS DURING CONSTRUCTION UNLESS NOTED OTHERWISE.

ELECTRICAL DEMOLITION NOTES

1. REMOVE FLOOR MOUNTED RECEPTACLE AND PROVIDE BLANK COVER FLUSH WITH FINISHED FLOOR.
2. REMOVE CONDUCTORS AND ASSOCIATED CONDUIT. CONDUIT RUN IN FLOOR SLAB MAY BE ABANDONED IN PLACE.
3. REMOVE WALL MOUNTED RECEPTACLE AND ASSOCIATED CONDUIT AND WIRING.
4. REMOVE FLOOR-MOUNTED VOICE/DATA OUTLET AND ASSOCIATED CABLING. PROVIDE BLANK COVER FLUSH WITH FINISHED FLOOR.
5. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-8,10,12. SEE NEW WORK PLAN FOR NEW CIRCUIT.
6. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-2,4,6. SEE NEW WORK PLAN.
7. REMOVE RANGE RECEPTACLE AND ASSOCIATED CONDUIT AND WIRING BACK TO PANEL LA.
8. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-13,15.
9. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-1,3,5.
10. REMOVE WALL-MOUNTED VOICE/DATA OUTLET ALONG WITH ASSOCIATED CONDUIT AND CABLING.
11. REMOVE WALL-MOUNTED JUNCTION BOX ALONG WITH ASSOCIATED CONDUIT AND WIRING.
12. EXISTING CIRCUIT "HOME-RUNS" LB-6,12 TO REMAIN.
13. REMOVE AND REINSTALL EXISTING FIRE ALARM DEVICE IN NEW LOCATION. SEE NEW WORK PLAN.
14. REMOVE WALL-MOUNTED TV OUTLET AND ASSOCIATED CONDUIT AND CABLING.
15. REMOVE CEILING MOUNTED SMOKE DETECTORS AND ASSOCIATED CONDUIT AND WIRING.
16. REMOVE KITCHEN HOOD JUNCTION BOX AND ASSOCIATED CONDUIT AND WIRING.
17. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUN" LA-17.
18. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-7,9,11.
19. EXISTING AIR-HANDLING UNIT TEST SWITCH TO BE RELOCATED. SEE NEW WORK PLAN FOR NEW LOCATION.
20. EXISTING GROUNDING ROD AND CONDUCTOR TO BE EXTENDED ABOVE GRADE. SEE NEW WORK PLAN. FIELD VERIFY EXACT LOCATION PRIOR TO ANY WORK.
21. EXISTING GROUNDING CONDUCTOR TO BE EXTENDED TO NEW LOCATION. SEE NEW WORK PLAN. FIELD VERIFY EXACT LOCATION PRIOR TO ANY WORK.
22. EXISTING GROUNDING ROD AND CONDUCTOR TO REMAIN UNDISTURBED.

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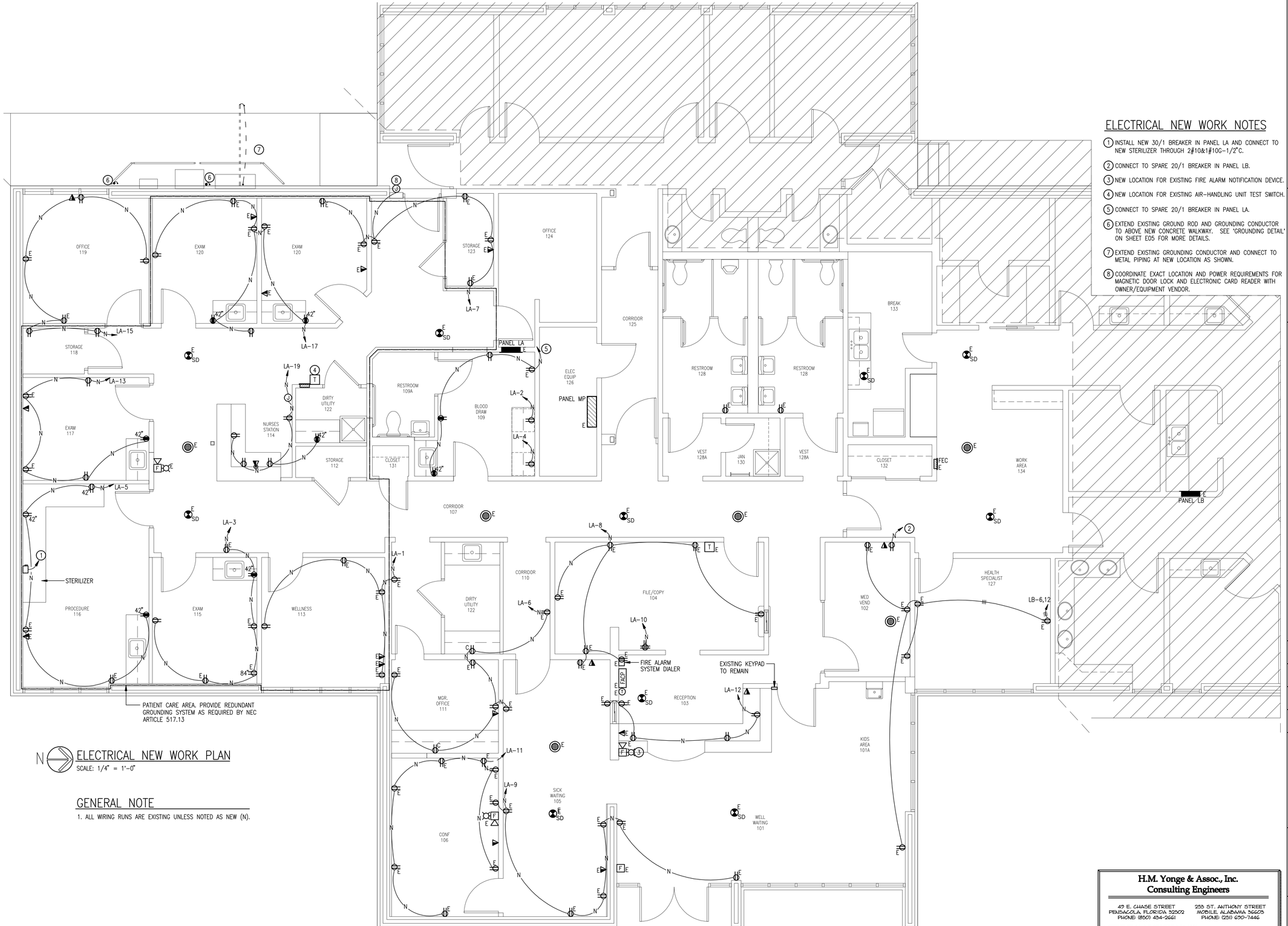

ELECTRICAL NEW WORK NOTES

1. INSTALL NEW 30/1 BREAKER IN PANEL LA AND CONNECT TO NEW STERILIZER THROUGH 2#10&1#10G-1/2"C.
2. CONNECT TO SPARE 20/1 BREAKER IN PANEL LB.
3. NEW LOCATION FOR EXISTING FIRE ALARM NOTIFICATION DEVICE.
4. NEW LOCATION FOR EXISTING AIR-HANDLING UNIT TEST SWITCH.
5. CONNECT TO SPARE 20/1 BREAKER IN PANEL LA.
6. EXTEND EXISTING GROUND ROD AND GROUNDING CONDUCTOR TO ABOVE NEW CONCRETE WALKWAY. SEE "GROUNDING DETAIL" ON SHEET E05 FOR MORE DETAILS.
7. EXTEND EXISTING GROUNDING CONDUCTOR AND CONNECT TO METAL PIPING AT NEW LOCATION AS SHOWN.
8. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS FOR MAGNETIC DOOR LOCK AND ELECTRONIC CARD READER WITH OWNER/EQUIPMENT VENDOR.

N

ELECTRICAL NEW WORK PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTE

1. ALL WIRING RUNS ARE EXISTING UNLESS NOTED AS NEW (N).

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ELECTRICAL SYMBOL LEGEND

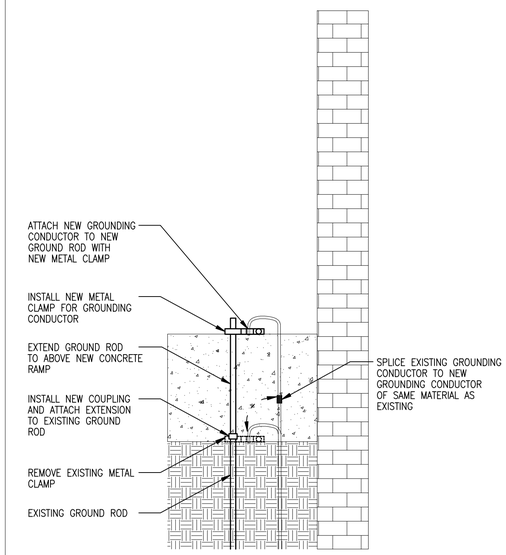
SYMBOL	DESCRIPTION
	FLUORESCENT LIGHTING FIXTURE. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.
	INCANDESCENT, COMPACT FLUORESCENT, OR HID LIGHTING FIXTURE. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.
	"LED" EXIT LIGHT WITH BATTERY PACK. DARKENED QUADRANTS INDICATE ILLUMINATED FACES, ARROWS AS INDICATED. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.
	LIGHTING AND APPLIANCE PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
	DISTRIBUTION PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
A–1,3,5	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING. ARROWS INDICATE CIRCUITS HOMERUNS, HASHMARKS INDICATE NUMBER OF CONDUCTORS, ABSENCE OF HASHMARKS INDICATES TWO CONDUCTORS PLUS GROUND. GROUND CONDUCTORS ARE NOT INDICATED BUT SHALL BE RUN. "A" DENOTES PANELBOARD SERVING CIRCUITS, "1,3,5" INDICATES CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #12 AWG.
	HEAVY DUTY SAFETY SWITCH – SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'–6" A.F.F. MAX.
M	ELECTRIC MOTOR – SEE RESPECTIVE EQUIPMENT SCHEDULE.
$	20 AMP, 120/277 VAC SINGLE POLE TOGGLE SWITCH – FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE.
$3	20 AMP, 120/277 VAC THREE WAY TOGGLE SWITCH – FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE.
	CEILING MOUNTED SPEAKER.
C	INDICATES DEVICE FLUSH MOUNTED HORIZONTALLY 6" ABOVE COUNTERTOP OR IN BACKSPLASH.
	DUPLEX VOICE/DATE OUTLET FLUSH FLOOR MOUNTED WITH WIREMOLD 881 PVC FLOOR BOX AND 896CK–1 BRASS COVER PLATE(CARPET)/896TCK–1 BRASS COVER PLATE(TILE). ROUTE 1"C WITH PULL WIRE FROM BOX TO NEAREST WALL. TURN CONDUIT UP WALL AND STUB 6" ABOVE CEILING.
	DUPLEX VOICE / DATA OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE WITH 3/4" CONDUIT UP IN WALL TO 6" ABOVE CEILING AND OUT TO ABOVE ACCESSIBLE CEILING.
	20 AMP, 125 VAC, 2–POLE, 3–WIRE, GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
	20 AMP, 125 VAC, 2–POLE, 3–WIRE, GROUNDING TYPE, DOUBLE DUPLEX RECEPTACLE. FLUSH WALL 18" A.F.F. UNLESS NOTED OTHERWISE.
	20 AMP, 125 VAC, 2–POLE, 3–WIRE, GROUND FAULT CIRCUIT INTERRUPTED TYPE DUPLEX RECEPTACLE FLUSH WALL–MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
	INSTALL OUTLET TO MATCH PLUG ON EQUIPMENT.
	WALL MOUNTED OCCUPANCY SENSOR.
TV	CABLE TV OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING WITH COVER PLATE FOR RG–6 COAX CABLE. DEVICE MOUNTED AT 18" A.F.F. UNLESS NOTED OTHERWISE WITH PULL STRING 1–RG–6 COAX CABLE HOME RUN TO CER OR IDF.
FACP	FIRE ALARM SYSTEM CONTROL PANEL.
F	FIRE ALARM SYSTEM PULL STATION – SEMI FLUSH MOUNTED 48" A.F.F. TO TOP UNLESS NOTED OTHERWISE.
T	AIR–HANDLING UNIT TEST SWITCH.
SD	CEILING MOUNTED FIRE ALARM SYSTEM PHOTOELECTRIC TYPE SMOKE DETECTOR WITH BASE.
F	FIRE ALARM SYSTEM AUDIO / VISUAL DEVICE SEMI FLUSH WALL MOUNTED 80" A.F.F. UNLESS NOTED OTHERWISE. NUMERAL INDICATES CANDELA RATING IF GREATER THAN 75cd.
F	FIRE ALARM SYSTEM VISUAL DEVICE SEMI FLUSH WALL MOUNTED 80" A.F.F. UNLESS NOTED OTHERWISE. NUMERAL INDICATES CANDELA RATING IF GREATER THAN 75cd.

SYMBOL NOTES:

1. ALL OUTLETS ARE TO BE FLUSH MOUNTED.
2. MOUNTING HEIGHTS ARE FROM THE CENTER LINE OF THE DEVICE.
3. ALL SINGLE GANG AND TWO GANG DEVICES SHALL USE A 4" SQ. BOX WITH EXTENSION RING.
4. ALL MULTI – GANG DEVICES SHALL USE A COMMON COVER PLATE
5. ALL DEVICES (i.e. SWITCHES, RECEPTACLES, ETC.) COVER PLATES SHALL BE 302 STAINLESS. SEE ARCHITECTURAL FINISH DETAILS FOR COLOR.
6. A.F.F. INDICATES MOUNTING HEIGHT ABOVE FINISHED FLOOR.
7. A.F.G. INDICATES MOUNTING HEIGHT ABOVE FINISHED GRADE.
8. 'E' INDICATES EXISTING DEVICE TO REMAIN UNLESS NOTED OTHERWISE.
9. 'N' INDICATES INDICATES NEW WIRE/CONDUIT RUN.

NEW LIGHTING FIXTURE SCHEDULE

MARK	LAMPS	MOUNTING	MANUFACTURER	CATALOG NUMBER	NOTES
EX	LED	CEILING	MCPHILBEN	ER55L1R	BATTERY BACKUP. SEE PLAN FOR MOUNTING.
EX2	LED	CEILING	MCPHILBEN	ER55L2R	BATTERY BACKUP. SEE PLAN FOR MOUNTING.
F	1–17W T8	SURFACE	DAY–BRITE	N117–120–1/1	.
F1	2–F32T8	RECESS	DAY–BRITE	1DPG232–FA–12–120–EB	.
F2	2–F32T8	RECESS	DAY–BRITE	2DPG232–FA–12–120–EB	.
G2	2–17W T8	RECESS	DAY–BRITE	1DPG217–FA–12–120–EB	.



GROUNDING DETAIL

NTS

Hernandez . Calhoun
Design International

AA0003304
CA27442
IB26000585

1120 East Cervantes
Pensacola, FL 32501
Phone: 850.434.5142
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ALL DRAWINGS AND WRITTEN MATERIAL HEREIN CONSTITUTE ORIGINAL AND UN–PUBLISHED WORK OF THE PROFESSIONAL OF RECORD AND MAY NOT BE DUPLICATED IN ANY PART WITHOUT THE WRITTEN CONSENT OF THE PROFESSIONAL OF RECORD.

BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: J.W. MOORE

DRAWN BY: A.T. VARGHESE

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

REVISED:

SHEET TITLE: ELECTRICAL LEGEND & SCHEDULES

SHEET NUMBER: E-5

SHEET: of

H.M. Yonge & Assoc., Inc.
Consulting Engineers

49 E. CHASE STREET
PENSACOLA, FLORIDA 32502
PHONE: (850) 434–2661

255 ST. ANTHONY STREET
MOBILE, ALABAMA 36603
PHONE: (251) 690–7446

• CERTIFICATE OF AUTHORIZATION NO.: 5254
• MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. – FLORIDA REG. NO. 32093
• ELECTRICAL ENGINEER: JOSEPH W. MOORE, P.E. – FLORIDA REG. NO. 11195

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REGISTER OF PROPOSALS

Solicitation #PD 19-20.035, Onsite Employee Health Clinic Administration

RFP Due Date & Time: April 15, 2020 @ 2:00 p.m., CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
CareATC, Inc.	727-470-3735	paulmontgomery@careatc.com	Paul Montgomery
CareHere, LLC	727-483-2202	pmcelerney@carehere.com	Patrick McElerney
Concentra Health Services, Inc.	609-276-9107	mloporto@concentra.com	Michelle LoPorto
Marathon Health, LLC	615-591-0198	jshea@marathon-health.com	Jeff Shea
Quad/Med, LLC	914-475-3123	epatterson@quadmedical.com	Everett Patterson

SUBMITTALS RECEIVED BY: Paul Nobles, Purchasing Manager DATE: April 15, 2020

WITNESSED BY: Lori Kistler, Purchasing Associate DATE: April 15, 2020

PRN

PD 19-20.035, Onsite Employee Health Clinic Administration Committee Evaluation	CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Individual Committee Member Scores					
Debbie Bowers	100	83.5	85.5	97	85.5
Mark Bartlett	83	65	88	85	65
Amy Lovoy	83	78	91	90	72
Sarah Cato	86.5	40	25	92.5	60
Total	352.5	266.5	289.5	364.5	282.5
TotalScore Ranking	2	5	3	1	4
Individual Committee Member Ranking Based on Scores					
Debbie Bowers	1	5	3	2	3
Mark Bartlett	3	4	1	2	4
Amy Lovoy	3	4	1	2	5
Sarah Cato	2	4	5	1	3
Total	9	17	10	7	15
Final Ranking	2	5	3	1	4

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Debbie Bowers		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	20	17	20	17	20
Cost	20	20	15	20	20	15
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	50	42.5	37.5	50	42.5

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Debbie Bowers		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	10	9	8	10	8
	Totals	100	83.5	85.5	97	85.5

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
Existing Experience (20)	20pts	17 pts	15 pts	5 pts	0 pts
Cost (20)	20pts	17 pts	15 pts	5 pts	0 pts
Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Mark Bartlett		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	17	15	17	17	15
Cost	20	15	5	20	17	5
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	42.5	37.5	42.5	42.5	37.5

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Mark Bartlett		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	8.5	7.5	8.5	8.5	7.5
	Totals	83	65	88	85	65

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
Existing Experience (20)	20pts	17 pts	15 pts	5 pts	0 pts
Cost (20)	20pts	17 pts	15 pts	5 pts	0 pts
Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Amy Lovoy		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	16	16	16	18	15
Cost	20	15	13	20	20	11
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	45	42	45	44	40

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Amy Lovoy		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	7	7	10	8	6
	Totals	83	78	91	90	72

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
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Cost (20)	20pts	17 pts	15 pts	5 pts	0 pts
Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Sarah Cato		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	17	15	5	17	15
Cost	20	17	5	5	17	5
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	42.5	12.5	12.5	50	37.5

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Sarah Cato		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	10	7.5	2.5	8.5	2.5
	Totals	86.5	40	25	92.5	60

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
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Cost (20)	20pts	17 pts	15 pts	5 pts	0 pts
Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Marathon Health Response to Request for Proposal for:

PD 19-20.035: Onsite Employee Health Clinic Administration for Escambia County, City of Pensacola & Escambia County Sherriff's Office

April 15th, 2020

Jeff Shea
Executive Vice President, Sales
(615) 591-0198
jshea@marathon-health.com

Marathon health For life.

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Executive Summary for Escambia County, The City of Pensacola, and The Escambia County Sheriff's Office

Marathon Health appreciates the opportunity to submit this proposal to manage the onsite health center and to partner with your organizations as you look to advance the model of care for your great team members. We thank you for including us in your evaluation and look forward to speaking with you further about how we can help advance the health goals for your organization.

A Dedicated Team, Experienced in Health Center Conversions

Marathon Health specializes in health center transitions (or as we call them, **conversions**), and we have converted health centers from all major onsite health providers. Through years of experience, we have developed key processes, materials, and project plan guides that have yielded successful conversions of health centers for both public and private sector customers of all sizes, nationwide. As the industry leader in health center conversions, Marathon Health has the experience and expertise to quickly and efficiently transition your onsite health center services without disrupting your employee members or your dependent population, and we will utilize and repurpose your existing health center to work with our world-class model of care that has been designed specifically for your organization based upon the requirements within your RFP.

This conversion, based on Lean Six Sigma principles, will be led by a local and regional implementation team of project managers, account managers and executives. Marathon Health has the health center conversion expertise, flexibility and resources to make appropriate adjustments to staffing levels as we learn more about the services required, your current staffing environment, and your population health and risk profile.

The Marathon Health Difference

Marathon Health is a different kind of healthcare company. Our health centers are an important part of being healthy instead of just another option for when you are sick. To support this vision of health, our mission is to **inspire people** to lead healthier lives. In turn, we help employers stabilize healthcare costs. It's a simple equation that yields powerful results.

- We focus on creating **trusting relationships** between the Marathon Health clinicians and the patients they serve. This starts with how we recruit, train, and manage our clinical team to ensure they have the right mix of medical and coaching skills to inspire people to make dramatic, long-term health changes in their lives. We also slow down the care process, allowing clinicians to take the time they need to treat the whole person, not just a list of symptoms. Whether we are seeing someone for a sore throat, seasonal allergies, or smoking cessation, we approach each person holistically and recognize that all aspects of life - physical, emotional, financial security, overall stability - come together to influence health habits and lifestyles.

- Our **population health management** approach includes health coaching and wellness programs to ensure the healthy population stay healthy and that programs are available to help everyone maintain or improve their health. We provide the **system, tools, and support** to help people take responsibility for their own health and healthcare. We believe when people understand their health and the choices that impact it, they gain a new perspective – one that isn't about being sick, but rather about achieving their best possible health. The support of a knowledgeable, compassionate clinician, access to convenient high-quality care at work, and technology tools to track progress and document healthcare are key ingredients of the Marathon Health difference.
- We **demonstrate value** by decreasing the prevalence rates of costly risk factors such as high body mass index (BMI), blood sugar, cholesterol, and blood pressure; by helping people with chronic conditions achieve and maintain the standard of care for their condition; by decreasing utilization of emergency rooms and urgent care centers, and by decreasing the use of specialist care and inpatient hospital stays. Our proprietary technology platform helps us achieve results through identification and outreach to the medium and high-risk population for early intervention. We continually strive to improve the overall health status of your employees and, as a result, to reduce your healthcare costs.

Who Chooses Marathon Health – and Why

At Marathon Health, **we are dedicated to improving health outcomes through a more compassionate, satisfying, and patient-focused healthcare experience.** Employers choose Marathon Health because they believe our shared success rests more on our ability to deliver on this promise than on where the client is located, their line of business, or the number of people they employ.

Given the core values and the RFP requirements that were clearly outlined, we're confident we already have the foundation for a mutually beneficial, long-term partnership. We thank you again for including us in this process and invite you to evaluate Marathon Health in this light.

Jeff Shea | Executive Vice President of Sales
Marathon*health* | For Life
Tel 615.591.0198
jshea@marathon-health.com
www.marathon-health.com

3-4 QUESTIONNAIRE

Exhibit A, must be completed and accompany response. The information provided in Exhibit A will be used to score based on the Evaluation Criteria as outlined in **PART III CRITERIA FOR SELECTION**.

3-4-1 Experience and Qualifications of Exiting Clinical Experience

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. Company name
   Marathon Health, LLC

2. Company address
   20 Winooski Falls Way, Suite 400
   Winooski, VT 05404

3. Company phone number
   (802) 857-0400

4. Contact name
   Jeff Shea

5. Contact title
   Executive Vice President, Sales

6. Contact address
   20 Winooski Falls Way, Suite 400
   Winooski, VT 05404

7. Contact phone number
   (615) 591-0198

8. Contact email address
   jshea@marathon-health.com

9. What is the total number of full-time employees in your organization dedicated to on-site clinics?

   Marathon Health's only line of business is the implementation and management of dedicated onsite and near-site health centers. As a result, all 1,088 our current employees are dedicated to onsite healthcare delivery, 830 of whom work in clinical roles at our health centers.

10. How long have you been in the on-site clinic business?

    14 years

11. What is the total number of primary care clinics?

Marathon Health currently manages 205 health centers that provide primary care (as well as acute care, health coaching, chronic condition management, and first-treatment of work-related injury, standard) for more than 140 customers in 40 states.

12. What is the total number of occupational health only clinics?

    Marathon Health does not currently operate any occupational health only health centers. We provide at least some level of occupational health (first-treatment of work-related injuries and triage) at 100% of our health centers. Additionally, we provide comprehensive occupational health services offerings (e.g. drug testing, new hire/DOT/firefighter/police/random physicals, etc.) at 44% of our health centers. For more comprehensive information on our occupational health offering, please refer to **Exhibit 1: Occupational Health Overview & Scope of Services**.

13. How many clinics does your organization manage in the state of Florida?

    Marathon Health manages 20 health centers in the State of Florida, as well as five remote health coaching only sites. Of these 20 health centers, 12 are for customers in the public sector. The closest such health center would be Escambia County Schools.

14. What is your five-year client retention rate?

    Marathon Health has a 97% client retention rate, and 100% of Marathon Health's current customers are active references on our behalf. Since our founding, we have never had a client terminate our services during a contract period. We have had five clients choose to not renew with Marathon Health following the end of an initial contract term, before the five-year mark.

15. What support do you offer for site identification and clinic build out?

    Marathon Health's Project Management team can assist Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office with securing suitable space for the health center as well as provide best-practice advice on design. Marathon Health is not in the business of building facilities, and Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will be responsible for the actual construction or build-out of the health center. However, we are routinely involved in many aspects of facility design and development and would be involved as needed to ensure that the facility meets the requirements of the current RFP.

    Once a contract is in place, Marathon Health can review the existing spaces and help review new sites as needed. We can review and advise on clinic design, including schematic design for an effective and inviting workflow; and we can collaborate with an architectural firm of your choosing to ensure that all of the necessary requirements for optimal functioning of the facility are fulfilled. Please note that all of these services are included as part of our fixed-fee pricing, with no additional costs to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office

    If Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office desires additional support from Marathon Health in terms of hiring an architectural firm, overseeing construction, or leasing space for the health centers,

we would require further discussion, as these activities generally fall outside of our standard scope.

16. What is your process for clinic design? Do you hold any certifications in this area?

    Marathon Health will work closely with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office to help design the space for the new onsite health center, utilizing an effective and inviting workflow. We will perform a pre-implementation assessment, during which time we will perform a geo-analysis to determine optimum locations of service (based on location of potential or existing facilities and where the largest number of employees would have the most convenient access). Once a contract is in place, Marathon Health can assist with the design of your clinic, including schematic design.

    We are happy to work with the architectural firm of your choosing. Please note that Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will be responsible for providing the space needed by Marathon Health for the performance of its obligations, including fit-up of the space with basic infrastructure consistent with Marathon Health's specifications.

    Marathon Health provides a Facilities Welcome Packet, which includes best practices for the build-out of your health center, along with ways to ensure optimum privacy for patients, such as:

    - Sound proofing between rooms
    - Consult on overall design and flow so that patient / provider conversations confined to private locations
    - Clinician computers will be not viewable to patients within the health center, and we utilize password-protected, timed log-outs and privacy shields in cases where patients have view of a screen
    - Smaller waiting rooms, designed in a way that the staff can have a private conversation with the patient if needed.

    Please refer to **Exhibit 2: Facilities Welcome Packet** for more information on the ways that Marathon Health assists with clinic design during our Six Sigma inspired implementation process.

17. Does your organization currently operate any near-site clinics within Escambia County? If so, would employees have access to those facilities?

    Yes, Marathon Health has managed the Escambia County Public School District's "ECSD Center for Health and Wellness" since June 5, 2013. Sharing of health center facilities would require further discussion and planning between the District, Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office, and Marathon Health, but we do have several customers that utilize a "shared center" model.

3-4-2 **CLINICAL OPERATIONS**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. **IT and IT Security**
   a. Does your company utilize an inter-operable electronic medical record? Please provide a brief overview of the system.

Yes. Marathon Health has created its proprietary clinical technology platform and data warehouse with data exchange needs as a primary design requirement. Multiple standard extracts are included in our pricing. We offer tailored data exchange programs to address all information access and reporting needs during the implementation planning process.

We use a flat text file format for electronic data exchange, and Marathon Health can exchange (both transmit and receive) data with outside medical records systems, clinicians, hospitals and other health systems via CCDA, as well as through CCD or XML, http, sftp or ftps. All flat files are to be PGP encrypted prior to transport. Data exchange technology is owned and maintained by Marathon Health, and is performed (including the design and built or required electronic interfaces) at no additional cost, included in our base fixed-fee pricing.

Marathon Health will also remit zero dollar claims in a standard 837 type file format. Marathon Health can provide lab, encounter, and HHRA information via a file extraction. The third party vendor would be required to facilitate the import into their respective systems. Marathon Health will custom code extractions to the vendor's specification if necessary. Custom extractions would be billed on a time/material basis. Marathon Health has data exchange interfaces currently in place with all major health plan administrators.

Marathon Health's *Health Engagement System™*

The foundation of Marathon Health's innovative approach to healthcare is our ***Health Engagement System™***, a proprietary suite of user-friendly healthcare technology tools that includes an integrated Electronic Medical Record and Personal Health Record (EMR/PHR) / our eHealth Portal. This HIPAA-compliant health record and data management platform was designed to support all aspects of the care process, from primary care and health assessments to occupational health, documentation and clinical decision support. The Health Engagement System™ technology is included in Marathon Health's fixed fee at no additional cost.

The Health Engagement System™ creates a paperless record-keeping environment that allows the clinician to access evidence-based decision support tools and document all of the participant's care in one place, as well as provide accurate and up-to-date reports and ensure patient confidentiality. These tools enable the clinician/coach and the participant to create customized plans for reaching health goals, track individual progress, and help the patient to become an active participant in their own health.

Our technology and processes allow our providers to serve patients for both personal and occupational health injuries at our health centers, with records for occupational health visits flagged as a work-related condition, and

segregated in the system. Because personal and occupational records are kept separate in our EMR, the work-related injury and/or condition information can be reported on separately from medical health treatments and interventions.

eHealth Portal / Personal Health Record:

Member patients will have 24/7 web-based access to the online eHealth Portal, which provides:

- A complete Personal Health Record
- Appointment scheduling
- Secure web messaging with the health centers' clinicians
- Searchable, evidence-based consumer health educational tools
- Wellness Profile and Scorecard
- Personalized health improvement plans and wellness initiatives
- Registered diet and fitness trackers

Electronic Medical Record:

The HIPAA compliant electronic record organizes and stores the patient's health information, including test results, treatment and management plans, health history, clinical notes, claims data, and biometric data, in one complete longitudinal Personal Health Record (PHR)for the patient, and an Electronic Medical Record (EMR) for the practitioner. This clinical health record provides clinicians with access to all the above features and the following additional functionality:

- Provider schedules
- Patient lists for outreach and follow up
- Workflow support with "To Do" lists for the clinicians
- Reports that stratify the member population and documentation of follow-up for individuals identified as at-risk or diseased.
- The ability to enter and track results over time
- Real-time clinical decision and documentation support at the point of care
- Intelligent Prompt functionality for distinguishing diseases/conditions with similar signs or symptoms.
- Disease management protocols
- Encounter completion to capture ICD-10 and CPT codes

b. Does your EMR provide a care gap analysis of claims, drug, and lab data to identify actionable care items for each clinic participant?

Yes. Marathon Health has developed proprietary clinical practice guidelines for conditions including:

- Preventive health care maintenance
- Diabetes
- Hypertension
- Coronary artery disease
- Metabolic risk syndrome
- Asthma
- Chronic obstructive pulmonary disease [COPD]
- Heart failure

- Low back pain
- Depression
- Rheumatoid arthritis
- Osteoarthritis
- Sleep apnea
- GERD

These clinical practice guidelines are embedded in our proprietary EMR and include integration with claims data to identify gaps in care. A team of physicians ensures that the guidelines are kept updated regularly, and work towards developing additional guidelines. Quality metrics from our EMR are utilized by our Quality Assurance team to run quality metrics reports for HEDIS metrics.

We identify gaps in care in several ways:

- We mine third party claims data and our own encounter data to identify patients with chronic conditions
- Standard of Care guidelines built into our EMR for a wide array of chronic conditions automatically matches the care protocols for the condition against the evidence in the claims data. This provides the medical staff with information on care gaps, reducing unnecessary costs caused by patients not at the standard of care.
- The system generates a patient list for proactive outreach to patients with chronic conditions
- The patient is seen for a Comprehensive Health Review and enrolled in our disease management program
- Through the course of intervention, we create a plan to help patients receive the care necessary for their condition and address any gaps in care, either at the onsite clinic or through a provider in the community.

Our goal is to lead the onsite healthcare market in population health management reporting and analytical capabilities in order to drive improvement in care and outcomes. We utilize an advanced analytical toolset for care gap analysis for the top eight most prevalent chronic conditions and for preventive care that is gender and age specific, allowing for refined targets for care management, and a clinical and patient alert system for achieving standards of care. In addition, the clinical analytics tool provides in depth/multi-layered user vs. non-user utilization and cost reporting to provide a detailed evaluation of value and return on investment.

c. Does your EMR provide point-of-care access to evidence-based best practice guidelines?

Yes. We provide our clinicians an evidence-based online decision support tool, embedded in our EMR, the presents to clinician with real-time, relevant clinical data at the point of care to support best practice clinical thought process, enable care coordination, satisfy documentation and compliance requirements, and promote the use of codified clinical content. All content in the database is evidence-based and identifies all possible treatment options.

Our clinicians also receive an online subscription to UpToDate, an evidence-based clinical information resource available on the Web, desktop, and mobile device. UpToDate provides concise, practical answers at the point-of-care specific to their specialty.

On the patient side, all eligible members will have access to an evidence-based consumer health education library that they can access via the Marathon Health eHealth Portal 24/7 via any desktop or mobile computing device.
While these tools are not owned and developed by Marathon Health, they are all included in our base fixed fee pricing, with no additional costs for our customers.

d. Do you offer a mobile app (NOT a mobile website)? If so, please describe the capabilities. Who developed this app? How often is it updated?

Yes. All of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's members will have access to Marathon Health's mobile app, which allows patients to schedule online appointments, send and receive secure messages to / from their Marathon Health provider, utilize wellness tools, respond to questionnaires, and more via any Apple or Android cellphone or tablet.

In addition, since our eHealth Portal is web-based and utilizes response design, your members will have full-featured access to the eHealth Portal via any mobile device (i.e. smartphones, tablets) and on any platform (i.e. Apple, Android), allowing all eligible members over the age of 18 will be provided with a username and password for 24/7 access to the eHealth Portal, where in addition to the mobile app features mentioned above, they can also view their complete Personal Health Records (PHR) and see the results of HRAs, biometric screenings, and lab tests. Your members can also sync their wearable devices (such as Fitbit, Garmin, etc.) with the Portal for wellness activities.

e. Does your EMR provide identification of enrollees with chronic conditions (low back pain, arthritis, CHR, diabetes, asthma, hypertension, etc.)?

Yes. Marathon Health uses a proven, four-step process to identify, stratify, mitigate, and manage our high-risk and at-risk patient populations, as well as find ways to keep healthy populations staying healthy. We start by using prior claims data, results from health risk assessments and biometric screenings, and new encounter data to stratify your member population's risk for chronic condition as low, medium or high. Then, we utilize proprietary "Patient List" technology and EMR alerts (as well as current incentive programs) to determine proactive outreach to have members schedule a health coaching visit and (if needed) enroll in our chronic condition management programs. We then create individualized health plans (with regular health coaching), and provide regular individual reporting on progress to the patient, as well as aggregate reporting on outcomes to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office via an initial Population Stratification Report, as well as updates in our monthly CAT Report and year-over-year via our Year End Review.

Please see our response to **Section 2 ("Clinic Operations"), Question cc** below for a detailed look into Marathon Health's unique, four-step Population Health Management Model.

f. Do you use a data warehouse that can merge clinical encounter data from the electronic health record with carrier monthly claims and Rx data transfers, and

then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact?

Yes. The Marathon Health data warehouse, which manages data input and output from multiple sources, is the repository for patient/member health information. This information includes data collected and documented through the care and coaching services at the clinic, such as: encounters, diagnosis, procedures, risk profiles, wellness scores, goals and treatment plans, insurance eligibility, claims data, and population stratification reports. The data warehouse can be expanded to handle other data needs for your organization, such as data interfaces with regional health information exchanges and/or EMRs at an additional cost.

The warehouse can accept (import) data from multiple sources, including:

- Lab results
- HHRA data from Marathon Health or other HRA as mapped to our format
- Medical claims data, diagnosis, and procedures

The warehouse can push (export) data to other organizations including:

- HHRA information
- Biometric lab results
- ICD-10 and CPT4 codes

Standard exports from our data warehouse (including HHRA, biometric screening and encounter data) are included in our base services and included at no additional cost to our customers. If specified, lab results can also be included with the biometric screening data, with no additional cost. Incentive and wellness program participation data is typically sent as a standard report (as needed during incentive campaigns), included in our fixed fee pricing.

Monthly utilization, quality and cost analytics are reported on in our Clinical Activity and Trends Report. Please refer to **Exhibit 11: Sample CAT Report**.

g. Do you offer a patient portal that allows members to be directed to resources for engagement and more personalized content?

Yes. All members will have 24/7 access to the web-based eHealth Portal. The Portal is a web-based application, equipped with responsive design, and is optimized for viewing via the browser on any mobile device.

Through the eHealth Portal, patients can access their Personal Health Record (including viewing the results of lab tests, health risk assessments (HRAs), biometric screenings, and Comprehensive Health Reviews), schedule appointments, enroll in wellness workshops, programs and challenges, access evidence-based consumer health educational tools, receive and reply to secure messages from the clinical staff, and review Marathon Health’s notice of Privacy Practices.

A key feature of the eHealth Portal for patients is 24/7 access to evidence-based health education content, to help your members to make better decisions about their own health. This content is rigorously reviewed by the members of several medical review boards.

Additionally, we provide a number of wellness workshops, videos and tools, including workshops on such topics as smoking cessation, arthritis, asthma, COPD, diabetes, stress, hypertension, life balance and a host of other topics via the “Wellness” tab on the eHealth Patient Portal.

The eHealth Portal also can be accessed via mobile devices (with many features of the Portal available on our native mobile application (accessible via any iOS or Android device) as well. In addition, a variety of wearable devices (including Fitbit, Garmin, etc.) for tracking nutritional and exercise goals. We can provide incentive tracking for these functions as well as for health promotion programs / challenges.

h. What are the main functionalities and resources of your company’s web portal? (Example: online coaching programs, health education/information, personal tracking capabilities, etc.)

Your member patients will have 24/7 web-based access (via any mobile or desktop device) to our online eHealth Portal, which provides:

- A complete Personal Health Record
- Secure web messaging with clinic providers
- Online appointment scheduling
- Virtual Health visits
- Medication refill requests
- Wellness Profile Scorecard and a customized MyHealth Report
- Personalized health improvement plans
- Fitness trackers
- Personalized wellness initiatives and instructions
- Searchable evidence-based consumer health information

The eHealth Portal is web-based and can be viewed 24/7 on any desktop or mobile device (i.e. smartphone, tablet). The eHealth Portal, and our full, proprietary Health Engagement System technology, is included in our fixed fee cost proposal.

i. Do you or your EMR vendor perform a SOC 2 Controls Review? If yes, can we have a copy of your most recent SOC 2 report?

Marathon Health has not pursued an SOC2. However, we confirm that our system satisfies all applicable HIPAA/HITECH, IT Security, Ethics and Compliance requirements. Our security framework is based on NIST-800, and all systems utilized to host our electronic medical record reside at a SSAE 16 Type II certified colocation facility. Marathon Health’s network security systems have never breached.

Marathon Health engages a third-party firm, Nuharbor Security, to conduct a security risk analysis of our EMR annually. The last review was in December 2019 and the following services were performed: external penetration testing and web application penetration testing. No material weakness or defects were found. Please refer to **Exhibit 3: IT Security Audit**.

Marathon Health normally also utilizes Nuharbor Security to perform an annual review of information security policies and procedures annually. This particular part of the audit was not performed in 2019 (it was last performed in December 2018) as Marathon Health is actively pursuing HITRUST

certification, which includes a thorough analysis of security policies and procedures.

j. Have you had an incident where there has been compromise, loss, or mishandling of confidential data or Protected Health Information? If yes, please describe.

In our nearly 15 year history, we have had only four situations where a patients PHI has been inadvertently and inappropriately shared with one other person. We have had one situation where a patients PHI was 16 intentionally inappropriately shared with another individual. Please note that Marathon Health has never experienced a breach of our network security systems in our company's history.

k. If an incident occurs that affects client data, do you affirm to notify the client immediately upon discovery?

In the event of an incident, Marathon Health will contact vendors within 48 hours of a breach, where a breach is defined in HITECH Sec. 13400. If a breach was to occur, Marathon Health's Security Incident Response Team (SIRT) is notified and invokes the security incident response procedure.

Our first step is to mitigate the breach to prevent further data from being exposed. Second, we conduct evidence preservation and make copies of all logs to ensure we have auditable information. Lastly, the SIRT Team will then remediate identified vulnerabilities and ensure that the exploit/breach cannot happen again before returning the systems to service. Any customers whose data may have been exposed will be notified within 48 hours of the breach.

l. When working with third parties, do you provide the employer with a list of any third parties that you utilize that may have access to employer data or client data?

This is not part of our standard operating procedures; however, we certainly can provide a list, if required.

m. Do you ensure that third parties agree in writing to be bound by data security requirements no less stringent than these, prior to having access to the employer's data or client data?

Yes.

n. Is an information security incident response plan documented and available for review?

Yes, a security incident response plan exists and is maintained. However, due to the sensitive nature of the plan contents, we cannot provide this information without having a signed NDA.

o. Does your incident response plan require immediate notification to client of any information security event, whether employer data or client data was involved?

Marathon Health will notify you within 48 hours, after the security incident response team has met and verified a breach. All communication will come directly from your dedicated Marathon Health Account Manager.

p. Does the incident response plan identify the incident response team? How long after an incident is discovered does the incident response team become notified?

Yes. Members of the Security Incident Response Team (SIRT) are notified as soon as a security incident of high or critical priority is identified. Criticality of an incident and notification to additional members of the SIRT is determined by the chair of the SIRT committee, Marathon
Health's CSO.

2. Clinic Operations

a. Who is the Medical Director for your organization?

Marathon Health's National Medical Director is Dr. Michael Huang. In his leadership role, Dr. Huang oversees Marathon Health's quality assurance and patient safety programs, leads the development of the company's clinical policies, and serves as an escalation point for issues related to the delivery of medical care.

Dr. Huang has over 20 years of experience in primary care, having completed his Internal Medicine Residency at Vanderbilt University in Nashville, TN prior to joining the Vanderbilt faculty and then that of the University of Kentucky's College of Medicine, where he served as Associate Professor of Internal Medicine and medical director of the Kentucky Clinic South Primary Care Practice.

He joined Marathon Health in 2013 as the medical director of the Lexmark Health and Wellness Center in Lexington prior to transferring to another customer's health center in 2017. Please visit the following link to see a video testimonial from Dr. Huang speaking about his passion and appreciation working as a part of our "Marathon Nation":

https://www.youtube.com/watch?v=_kHYQIIZmTk

b. Who oversees the clinical care delivered in the clinics? Describe the line of reporting up through your organization.

Day-to-day leadership within your health center will come from the Clinical Director, who works closely with your Account Manager to ensure excellence in patient care and satisfaction with clinical services. The Clinical Director also provides input to the Account Manager on workflow, scope of services, and programming to achieve population health goals.

The Clinical Director reports to the Account Manager, who will take full responsibility for the success of your health center and your satisfaction as a customer. They are your dedicated point-of-contact and partner in reaching your strategic goals for employee health.
Regional Clinical Leaders are the first point of contact for account managers and health center team regarding clinical operations and services. They provide clinical operations oversight and support to ensure exceptional

clinical services are delivered and that excellent clinical operations are maintained at the health centers within a region.

To oversee clinical operations at the company-wide level, Marathon Health uses a collaborative leadership model led by our VP of Clinical Operations, Bev Raymond, MSN, ANPBC, working collaboratively with National Medical Director, Michael Huang, MD. Responsibility for functions within clinical operations is distributed among highly-qualified, practicing clinicians with specific expertise and passion in areas such as quality assurance, policy and protocols, chronic condition care, talent and skill development, regulatory compliance, and health center workflow. Distributed leadership allows us to leverage the collective expertise of our providers, who use their tenure at Marathon Health and management experience in traditional practice to drive a more effective model of care.

For more detailed information on Marathon Health's leadership structure and clinical operations and oversight teams, please refer to **Exhibit 4: Marathon Health Clinical Leadership Structure**.

c. What are the credentials of the clinic operational team?

Minimum credentials for the clinical positions in our recommended staffing model for your health center include:

- **Physician (MD/DO)**: Requires a terminal doctorate in medicine or osteopathy, as well as completion of a formal residency in medicine. State license required. Board eligible; preferably board certified. DO or MD (typically a MD). Board Certified Provider. Certified in Basic Life Support.
- **Nurse Practitioner (NP)**: Requires a master's degree or doctorate. Must be licensed as a nurse practitioner or physician assistant in the state(s) within which they work, with a minimum of two years professional, clinical experience. Knowledge and experience with primary/urgent care, health risk assessments, lifestyle risk reduction, disease management, and health promotion is recommended. Individuals who have had work experience(s) requiring autonomy and independent decision making, budget responsibility, management skills, and business acumen are preferred. Board Certified Provider. Certified in Basic Life Support.
- **Medical Assistant (MA):** MA's need to be experienced in phlebotomy. Minimum of two years of experience. Preferred to be nationally certified as a MA and nationally certified in phlebotomy.
- **Practice Support Specialists (PSS):** Non-clinical role. Minimum of two years of experience in administrative health care roles.

(Optional Staffing Roles):

- **Behavioral Health Counselor (BHC)**: Master's degree from a mental health counseling program accredited by the Council for the Accreditation of Counseling and Related Educational Programs (CACREP) that consists of at least 60 semester hours or 80 quarter hours of clinical and didactic instruction, including a course in human sexuality and a course in substance abuse.

- **Physical Therapist (PT)**: The Physical Therapist is responsible for providing physical therapy services with a focus around work-related injuries and risk factors, as well as an emphasis placed on health and wellness and preventative care. Qualifications include:
    - Minimum 2 years' experience in out-patient/general orthopedic physical therapy
    - Must be licensed as a Physical Therapist in the State of employment
    - Manual therapy training and orthopedic skills are preferred for this unique position
    - Qualified applicants should believe in making a difference and believe in quality decisions, have excellent communication skills, collaborate effectively, and instill trust to lead a great wellness program

Please refer to **Exhibit 5: Clinical Staff Roles and Responsibilities** for more detailed information on the credentialing requirements and job functions/duties of our clinical staff team members.

d. What is your clinic's staffing and procedures to accommodate walk-in patients?

While we encourage individuals to schedule appointments in advance (appointments can be scheduled using our online scheduling system, by telephone, or in-person at the health center, or via the mobile app), our scheduling system accommodates time for "walk in" visits and same-day appointments. Walk-ins are seen if an opening is available at that time, otherwise they will be scheduled for an appointment at a future time, to ensure that there is no impact on the wait time for patients with appointments scheduled. Typical wait times for both scheduled appointments and walk-ins are less than five minutes, with most patients being seen immediately upon arrival.

e. What approach do you recommend identifying whether a presenting patient is eligible to participate in the clinic?

Marathon Health will request to receive an electronic eligibility file from Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office on a weekly / biweekly basis. During the patient intake process, we will ensure the patient is in fact on the eligibility file. At the patient's first encounter at our health center, we ask for photo ID, and then confirm the patient's contact information and make copies of their photo ID and health insurance card (for labs or other services that cannot be performed at the 19 health center). If the patient does not have a photo ID, we will ask for personal identifying information to match the patient to their health record. If we cannot confirm the patient's identity, we then contact your HR department.

f. How often do you request updates to the eligibility files? How often do you feed claims?

As noted above, Marathon Health has a standard eligibility flat file format that we will provide to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office during the implementation phase. We suggest an updated feed on a weekly or bi-weekly basis to accommodate

terminations and new hires. Any member listed on Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's eligibility file will have access to the health center. This allows us to identify the patient as an eligible employee at the time of their visit, as well as the ability to analyze and report on metrics and outcomes specific to each individual organization.

Also during the implementation process, Marathon Health will request 12-24 months of historical medical claims data. This information will be loaded into our proprietary data warehouse and will be used to comprehensively risk stratify Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's member population (along with results from our HHRA, biometric screenings, and new encounter data). Post implementation and on a continuous basis, Marathon Health will receive a claims file typically on a monthly basis.

g. Do you offer primary care preventive visits for employees, spouses and dependents? If so, what tests are covered as part of the preventive care visit?

Yes. Marathon Health provides a comprehensive set of primary care services, including:

- Assessments/triage in urgent and emergency situations
- Diagnosis and treatment of common episodic conditions
- Annual exams and screenings
- Women's healthcare
- Chronic care and disease management
- Vaccines and Immunizations
- Prescription management
- Referral coordination and management
- Allergy shots
- Flu shots
- Laboratory testing
- Basic life support (CPR/AED)
- Bio-hazardous waste management
- Injury prevention

Please refer to **Exhibit 6: Primary Care Overview & Scope of Services** for a comprehensive list of the primary care services we offer at our health centers.

Additionally, prevention and wellness programs are an essential part of Marathon Health's integrated approach to healthcare, and the foundation for reducing healthcare costs for our customers. Preventive care comes in the form of health risk assessments (HRAs), health education and management, health screenings and health coaching. We view every encounter between clinical staff and members as an opportunity for engagement and health coaching. The onsite staff will also perform frequent outreach to members with chronic health conditions or who are at risk of developing chronic conditions.

Marathon Health's preventive care, wellness and health management capabilities include:

- **Health screenings** (Health Risk Assessments, biometric screenings, blood pressure, weight, BMI, full lipid panel, fasting glucose levels, and other testing as requested by each client)
- **Health coaching** (weight loss/management, tobacco cessation, stress management, lipid level control, blood pressure control, glucose control, prescription management and adherence)
- **Health promotion, education programs, wellness support, and counseling** (nutritional, fitness, and dietary counseling)
- **Chronic condition management programs** (diabetes, asthma, COPD, hypertension, congestive heart failure, coronary artery disease, GERD, sleep apnea, RA, depression, Osteoarthritis, metabolic syndrome, low back pain.)

h. Do your onsite clinics offer client employees/dependents annual physicals and school/sports physicals?

Yes, annual and sports physicals (as well as other routine physical examinations) are included in our standard offering of preventive services and exams.

i. Do your clinics routinely provide Referral Coordination Services? Are the above services included in the program costs?

Yes. During the implementation phase, the health center staff will develop a referral database of physicians and specialists, taking into consideration all of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's specialist referral objectives. We place a priority on hiring clinical staff that have years of experience practicing in the area and a knowledge of the local healthcare systems and providers. Our clinical staff will work with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office, your existing preferred specialist providers, and within the framework of your carrier's networks and tools to provide referrals to the most efficient and effective providers in the community.

We continually review and update community providers as we track referrals in our EMR. When a clinician refers to a provider, the information is recorded in the EMR system by selecting from a drop down menu both the category and specialty of the provider, developing a library of quality providers for future referrals. Please note that all of the above services are included in our fixed fee cost proposal, at no additional cost to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office.

Additionally, other sources of high-performing providers such as Compass, HealthGrades, Healthcare Blue Book, Best Doctors, Leapfrog, Bridges to Excellence and others can be integrated into our model.

j. What is the referral rate across your book of business?

Marathon Health currently has a specialist referral rate of 2.2% and a Primary Care Provider (PCP) referral rate of 0.7%. We are able to keep referral rates low, as our providers can perform 90%+ of the primary / preventive/acute services available at a PCP's office or urgent care center, and we have a

proven, multi-tiered engagement strategy to drive member utilization of our health centers.

k. Is your organization affiliated with any hospital system or are you independent?

Marathon Health acts fully independently and is not affiliated with any hospital system.

l. Can your organization coordinate ~~of~~ referrals for a specialist visit and/or additional diagnostics?

Yes. As mentioned, the health center staff will develop a referral database of physicians and specialists, taking into consideration all of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's specialist referral objectives. Clinical staff will then work with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office your providers, and within the framework of your carrier's networks and tools to provide referrals to the most efficient and effective specialist providers in the community.

Marathon Health's clinicians will help patients to find the best quality specialists for their condition and cost needs. Additionally, the use of our technology and knowledge of all providers in the system improves the coordination of care and eliminates fragmentation in delivery. Health center providers can send individual health records to a patient's specialty or primary care provider (following consent of the patient) to facilitate care once consent is obtained. This is typically done through the secure transmission of a CCDA (electronic continuity of care document) file.

m. Can your organization provide a vaccination program for employees and dependents of all ages mutually agreed upon by the client and the onsite clinic vendor?

Yes. Marathon Health can provide a vaccination program for employees and dependents. We follow the CDC's immunization schedule for any immunization that we administer at our health centers:

http://www.cdc.gov/vaccines/schedules/downloads/adult/adultschedule.pdf

Marathon Health can provide a number of vaccinations and immunizations onsite, including influenza, Pneumovax or 23-valent polysaccharide vaccine (PPVSV), Hepatitis A, Hepatitis B, Td or Tdap, Inactivated Typhoid, Inactivated Poliovirus, Meningococcal, HPV (Human Papillomavirus), Shingles, Varicella, MMR, meningococcal and Haemophilus influenza. All vaccines will be billed at pass-through cost, with no mark-ups or incentives for Marathon Health.

Please note that Marathon Health will see children at our health centers from the age of 24 months and up for sick visits (i.e. episodic acute car such as earaches, strep throat, pink eye, chicken pox etc.). We believe that a licensed pediatrician, specialized in newborn care, should provide well-child visits and care (i.e. annual visits to assess developmental milestones; administer childhood immunizations) prior to the age of six years. However, Marathon

Health has the ability to staff pediatricians at our health centers who can provide services from birth if requested.

n. Can your organization provide EAP services, behavioral health specialists with crisis management experience?

Marathon Health providers diagnose and medically treat behavioral health conditions to include depression and anxiety. We have incorporated questionnaires and online assessment tools into our EMR focused on behavioral health, including depression (PHQ-2 & 9), anxiety (GAD-7), and stress (PSS). The addition of multiple assessment tools enables better identification of the correlation points between behavioral and physical health, so that Marathon Health can address and manage the patient risk and care requirements across the full spectrum of health needs.

Additionally, our integrated PHR/EMR provides a platform to coordinate care and share health information with an EAP program, subject to patient consent. The use of our technology and knowledge of all providers in the system improves the coordination of care and eliminates fragmentation in delivery. Marathon Health currently collaborates with many of our clients' EAP providers, including periodic onsite EAP services and meetings between Marathon Health clinical and account management staff and the EAP.

Some of our customers have dedicated a private space within their facilities where EAP service providers can base operations, etc. For example, at Tufts University, we brought an Employee Assistance Program (EAP) counselor onsite. Onsite utilization of the onsite EAP counselor was much higher than by phone, resulting in Tufts increasing their onsite presence from four hours a week to eight hours.

Behavioral / Mental Health Counseling Services

Marathon Health also provides the option for the inclusion of comprehensive behavioral health counselor services. The counseling services are offered by a master's level licensed clinical mental health counselor who is trained in practicing patient-centered, outcomes-based therapy and delivering mental health and wellness care to individuals, couples, and families. The counselor can lead group sessions and educational workshops to promote overall wellbeing in the workplace. Topics may include crisis management, substance abuse, relationships, stress, anxiety, anger management, and self-image.

Please note that we have not included behavioral health counseling services in our fixed fee, but we have included costs for a full-time counselor as a line item in our cost proposal. We would be happy to have further discussion on the addition of behavioral health counseling services if so desired by Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. For more information on Marathon Health's behavioral health counseling services, please refer to **Exhibit 7: Behavioral Health Services Overview**.

o. Can your organization provide pre-employment and drug screens?

Yes. Marathon Health can offer pre-employment and drug screening services. We have not included these services in our cost proposal for

Escambia (based on your responses in Addendum #2). However, we would be happy to discuss the addition of these services for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office during the finalist meeting.

p. Can your organization provide Department of Transportation (DOT) testing?

Yes. Marathon Health has provided DOT physicals in our fixed fee proposal as part of our scope of occupational health services for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office.

q. Is your company able to provide virtual care (telehealth) for remote employees and dependents that do not have access to the clinic?

Yes. Marathon Health offers virtual services for four key areas of coverage:

(1) Virtual Medical Care: We provide virtual medical services through a diagnostic care unit located at customer sites. These units enable live video connection between the patient and their Marathon Health provider, with the diagnostic toolkit covering many ambulatory care needs, including heart, lung, ear, chest, throat and skin exams, with accompanying peripherals for weight, blood pressure, and pulse oximetry.

Marathon Health has included two (2) Virtual Diagnostic Care Units for use by Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. This will allow employees and dependents at these locations to have access to health center services through a virtual connection with a known Marathon Health provider. With a virtual medical visit, patients receive care in a dedicated private space within their office, saving them the trip to another healthcare facility. Patients will know immediately if a referral to a local health setting, lab work, or prescription is needed.

Please note that we have waived the fee for these Virtual Diagnostic Care Units for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office.

(2) Virtual Health Coaching: Our coaches and clinicians interact with members and patients through live video interface and/or telephonic connection (depending on patient preference) for real-time, remote health coaching services for the same conditions and risk factors as our face-to-face coaching.

(3) Virtual Behavioral Health Counseling: As with above, patients interface virtually via video or telephonically to engage with our trained, licensed behavioral health counsellors to address stress, anxiety, depression, substance abuse, relationships, and many other behavioral health needs.

(4) After-Hours Telemedicine: We provide after-hours and 24/7 coverage for acute medical issues through our telemedicine partner 1.800MD. Their telephone or video support covers non-emergency medical issues, short-term prescriptions, specialist advising, child health advice, and triage. Our data integration with 1.800MD enables a more

seamless patient experience, with encounter notes automatically sent to our health center and updated into our EMR for follow-up.

r. Does a member need to schedule an appointment to a) obtain a new prescription or b) refill a medication?

Patients must have an appointment to obtain a new prescription. In regards to refills, an appointment is not required each time. Depending on the condition being treated, the patient will need to come in for periodic evaluation. We would not continue to refill a prescription for more than a year without seeing the patient back to evaluate the ongoing appropriateness of the medication. Medication refill requests can be requested by telephone, via our mobile app, or sent to the provider via secure messaging through the eHealth Portal.

s. Do you collect laboratory specimens on-site at your clinics?

Yes. Marathon Health clinicians can perform certain CLIA-waived tests at our onsite health centers, included in our fixed fee pricing, at no additional cost to the customer. These tests include (but are not limited to):

- Cholesterol (including LDL, HDL, total cholesterol, triglycerides and glucose)
- Blood Glucose
- Strep A
- Mononucleosis
- Urinalysis (including leukocytes, nitrite, urobilinogen, protein, pH, blood, specific
- gravity, ketone, bilirubin, glucose)
- Influenza Testing
- Hemoglobin A1C
- HCG (Pregnancy)
- Fecal Occult Blood

Testing availability can vary based upon state laws and regulations. All tests may not be able to be performed in every state. Additional tests and screenings can be provided based on the needs of the workforce.

For non-CLIA waived tests or ancillary lab work, Marathon Health has established relationships (and direct electronic interfaces in place, for immediate transmission of results to our EMR) with third-party service providers including LabCorp and Quest. All externally processed labs will be billed to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office at pass-through cost directly from the vendor.

t. What relationships do you have with laboratory vendors to pick up and process the specimens?

As noted above, Marathon Health has established relationships with third-party service providers including LabCorp and Quest for non-CLIA waived tests or ancillary lab work. Specimens are collected at the health center and processed by our laboratory vendor.

u. Is this vendor able to report the results directly into your electronic health record system? Please describe the arrangement and process in detail.

Yes. We have direct electronic lab interfaces in place with LabCorp and Quest that automatically load all lab results into the EMR.

All externally processed labs can be billed directly to the customer by the lab vendor, or billed to Marathon Health and invoiced back to the customer at direct pass-through cost (with no markups or incentives for Marathon Health) on a monthly basis.

v. What clinic quality assurance processes are in place?

Marathon Health has a formal quality assurance and review process designed to establish and define rules, as well as provide regular healthcare quality monitoring and measurement to ensure that all quality standards are being met.

Our Protocol and Policy Committee writes and reviews clinical protocols and guidelines for safe, efficient, and effective standards of care. Additionally, our Quality Assurance Committee reviews current Marathon Health quality assurance measures, reviews summary of clinical Occurrence Reports, clinical key performance indicators, and Triple Aim measures, and creates and implements quality care plans. The committee learns of gaps with quality care (gaps in care analysis is built real-time into our EMR system) and implements processes through the Clinical Services Leadership Team, training department, and other committees to ensure high quality healthcare is provided at all health centers.

Please refer to **Exhibit 8: Quality Assurance and Review Process** for a detailed overview of Marathon Health's Quality Assurance Programs, including credentialing requirements, clinical guidelines and decision support, clinical committees and quality review processes.

w. Do you submit claims to the Health Plan as required?

Marathon Health will submit zero dollar claims to the health plan, but we don't act as a claims adjudicator.

x. Do you publish fees to members (EOB) for various services including sick/diagnostic visit, wellness/preventive visits, etc.?

No. Marathon Health is not a fee-for-service organization and we do not bill insurance for services. We can show the redirected care savings and the member savings in our reporting metrics.

y. How often does a physician audit the clinical staff notes and treatment plans?

Each month, your onsite physician will review a portion of the provider's medical notes. The physician utilizes a specific evaluation tool (assessing documentation, coding habits and use of evidenced-based care guidelines) created specifically to assure that the chart audit is comprehensive and includes all of the components of evaluation that are deemed important and necessary.

Additionally, Marathon Health has an internal chart audit team that remotely performs chart audits on each member of the clinical team. These audits are performed within six months of hire and are then completed periodically with the frequency dependent on the results of the audit.

Onsite audits of all aspects of the health center / clinical operations are performed annually.

z. What records would belong to the client upon contract termination?

Marathon Health conforms to CFR 164.502 of the HIPAA privacy rule. As such Marathon Health may not use or disclose protected health information (PHI), except as permitted within these regulations. All records belong to the employee themselves, and under HIPAA regulations we maintain them for up to seven years. Upon event of expiration or termination of the agreement, we would provide the records to the next provider. Marathon Health's privacy policy documents the ways we may use and disclose protected health information.

aa. Are your clinics led by physicians or nurse practitioners? Why? If you use both, how do you orchestrate the hours for each?

We utilize both physicians and mid-level providers (i.e. Nurse Practitioners, Physician Assistants) at our health centers. Recruiting the right provider to meet the needs, goals and specific scope of services for your health center is amongst the most important components of the implementation process. The recommended staffing model and work hours is determined by the client's eligible member population and requested clinical scope of services; mining of claims data and HRA/biometric screening data to create a panel of the client's high-risk population; and through our assumptions (based on previous experience) of the percentage of anticipated eligible employee utilization rates by this high-risk population and the employee population as a whole.

bb. Do your clinics use Medical Assistants or clerical staff to help run the clinic? If so, in what ratios and what is the rationale?

Yes, Marathon Health utilizes both Medical Assistants (MA) and Practice Support Specialists / Receptionists (PSS) at our health centers. The ratio we use is typically one MA per provider and one receptionist for every two providers. Utilizing Medical Assistants and Practice Support Specialists helps to limit the amount of administrative time required by providers, allowing them the crucial time needed by our model to provide health coaching and help patients to become active, engaged participants in their own healthcare transformations.

cc. How do you identify and engage high-risk individuals in the population?

Marathon Health utilizes our care model, technology, communications and Collaborative Care teams to provide a multi-stage approach to identifying and mitigate risk for your members.

This includes assessing and risk stratifying your entire member population, prioritizing outreach to those patients who are most at-risk or have pre-existing chronic conditions (we have proprietary workflows for chronic

conditions including hypertension, asthma, diabetes, coronary artery disease (CAD), chronic heart failure (CHF), chronic obstructive pulmonary disease (COPD), musculoskeletal conditions, and more. Finally, we enroll these members in our Chronic Condition Management programs and provide them with the health coaching, guidance and tools to take control of their own healthcare and help them to get to the standard of care for their conditions. In turn, this helps our clients to redirect care to the worksite health center, reducing expensive claims costs from hospital visits and urgent care.

Step 1: Risk Identification & Stratification

Marathon Health's chronic disease management program begins with the identification of individuals with high-risk health conditions. We risk stratify the population using claims, biometric screening, and Health History and Risk Assessment data. The population is stratified by three risk levels: high, medium, and low. The thresholds for these risk levels are based on algorithms outlined in ATP IV, JNC8, and the ADA. As part of the initial stratification, we track how many individuals outside normal range have made progress on key measures of health status such as blood pressure, lipids, body-mass index, blood sugar, tobacco and alcohol use, and stress. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD). We use a proprietary
100-point risk quantification methodology to stratify the population and provide the participant with a "Wellness Scorecard."

Step 2: Proactive Outreach / Patient Lists

One of our market differentiators is the creation of patient lists and tasking functionality through our proprietary technology platform. Patient lists are automatically populated once any of a number of different data sets are completed (including HRAs, questionnaires, biometrics and other screenings, and claims data), and are used to ensure that medium-to-high risk participants are contacted. Marathon Health's outreach protocol includes two phone calls, automated secure messaging, and a mailing to the participant's home. Though outreach is prioritized based upon risk severity, our clinicians engage with all participants, including low-risk members.

The Marathon Health technology platform offers a unique tracking system allowing our clinicians to track each contact made, how many attempts at contact, and other functions. Participation and results data from preventive care campaigns is available online at all times to the provider. For employees who do not participate in mass biometric screenings or complete an HRA, Marathon Health will attempt to engage by telephone, send additional collateral such as a Welcome Packet, health education material, targeted health content, and secure e-mail messages. Furthermore, we recommend that the employer schedule an introductory "town hall" meeting where employees can meet the Marathon Health clinician(s), ask questions, and learn about the program and what it has to offer.

Step 3: Chronic Condition Management Program Enrollment & Engagement

Once the patient is reached for initial enrollment in one of Marathon Health's Chronic Condition Management programs, appointments are scheduled for a face-to-face follow-up, intervention and monthly, ongoing health coaching. All individuals who are deemed as high risk will receive at least two phone calls

inviting them to participate in Marathon Health's coaching program. Additionally, members are sent educational literature pertinent to their risks, as well as assigned tasks (readings, questionnaires, etc.) that can be answered online via the eHealth Portal.

Participants in Marathon Health's Disease Management program receive:

- Customized management options developed for the employee's specific condition.
- Detailed, evidence-based consumer health information about symptoms, self-care options, medications and lifestyle affects.
- Disease-specific management protocols documented in the EMR.
- Continual medical supervision and support from the Marathon Health clinician / coach.
- Support for adherence to national treatment guidelines established for a specific condition.
- Identification of gaps in of care for the particular condition.
- Fewer complications, missed workdays and emergency room visits that result from chronic conditions.
- The ability to become experts in effectively managing their illness.

Step 4: Patient Outcomes and Reporting

Through our disease management programs, we target and typically deliver greater than a 75% engagement rate, which is more than four times that of most telephonic programs. We work closely with our clients to develop a program that drives high member participation and satisfaction supported by face-to-face health coaching, a robust technology platform, customized communications materials, and incentives as agreed upon by Marathon Health and the customer organization. Patients receive reports on their progress via their "Wellness Scorecard" (which can be accessed online at any time via our eHealth Portal), and customer will receive monthly and year-over-year reporting on levels of engagement in the disease management programs, as well as data on the resulting cost savings and ROI.
Patients with chronic conditions can make up as much as 70% of an organization's total healthcare claims spend. The chart below shows how the difference in claims costs for patients who utilize our clinics vs. those who do not, by condition.

dd. How is clinic appointment handled?

Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's members can make appointments by telephone, in person at the health center, or by scheduling appointments online (24/7, via either the eHealth Portal or our mobile app).

ee. Can you provide online appointment schedulers? Can you provide an app for appointment scheduling? Telephone scheduling?

Yes, the online appointment scheduling system is a core component of our eHealth Portal solution. Since our scheduling system is available both online and through our native mobile app, patients can easily book appointments, see next available appointments or their preferred appointment time availability, and communicate with clinic staff.

All eligible members over the age of 18 can schedule appointments online via their Personal Health Record on the eHealth Portal (via any desktop or mobile device) or through the mobile app. The Portal includes step-by-step instructions for scheduling appointments to help patients through the process. Patients can select from any available appointment time based on date, provider choice, appointment type, and clinic location.

Patients can also always schedule an appointment by telephone or in person at the health center.

ff. What is your typical wait time to make an appointment?

There is never a wait time to schedule appointments online. As for in-person appointment scheduling (or by telephone), while we encourage individuals to schedule appointments in advance, the scheduling system accommodates time for “walk in” visits and same-day appointments. Therefore, there should essentially be no wait time to make an appointment. Same day appointments are also built into the scheduling tools and the volume of same day appointments are tracked very closely.

gg. Are reminders provided for appointments (Email? Call? Text?)

Yes. Once the patient has scheduled the appointment, they will immediately receive an email confirmation, as well as either a secure email message or an SMS text message reminder (as preferred by the patient and noted in our system) the day before the appointment.

hh. What is your availability with same day appointments?

We encourage individuals to schedule appointments in advance, but the scheduling system accommodates time for "walk in" visits and same-day appointments. Walk-ins are seen if an opening is available at that time, otherwise they will be scheduled for an appointment at a future date, to ensure that there is no impact on the wait time for patients with appointments scheduled.

Typical wait times for both scheduled appointments and walk-ins are less than five minutes, with the majority of patients seen immediately upon entering the health center.

ii. At what threshold do you consider adding additional clinical staff?

Based on engagement estimates, combined with an optimal staffing ratio of 1,500 visits per clinician per year (or 12-15 provider visits per day per clinician), we are able to determine a recommend staffing model. The account manager will review data monthly with the client to analyze clinic utilization rates. In the event that additional health center staff (or an increase in hours for existing staff) is deemed necessary, the account manager would evaluate the situation, develop an updated staffing plan and provide a Statement of Work to reflect any changes to the contracted staffing levels.

jj. How do you calculate how many lead clinician hours your need in your clinic?

As noted in the previous response, Marathon Health uses a productivity target of 12-15 patient visits per clinician, per day. We assume a utilization of approximately 2.5 visits per year by members without chronic health conditions and 4.5 per year for those with high risk and/or chronic conditions. While our model is based on quality care, not quantity care, we also expect a 3,000 patient visit-per-year capacity per providers (12 patients/day x 250 clinic days). We will monitor utilization rates carefully, with your Account Manager providing reporting on a monthly and annual basis, and staffing changes can be made when necessary.

kk. How long are your typical initial and established office visits? Why?

Marathon Health utilizes a holistic, personalized care model that is value based, not volume based. While appointment times vary based on type (for example, a simple blood draw for a lab visit make take 10 minutes, whereas a Comprehensive Health Review (CHR) can take up to 45 minutes), our standard appointment lengths are 20-30 minutes.

Our philosophy is to slow down the care process, allowing clinicians to take the time they need to treat the whole person, not just a list of symptoms. Whether we are seeing someone for a sore throat, seasonal allergies, or smoking cessation, we approach each person holistically (recognizing that all aspects of life – physical, emotional, and financial – come together to influence health habits and lifestyles), and use every encounter as an opportunity for health coaching.

ll. Are there documented improvements in care and/or cost that result from your approach?

Yes. This model of care has proven its value over the past 14 years through high patient satisfaction rates (currently 98%) and health center utilization (58% across our book of business), as well as improvements in overall health of both the high-risk (approximately 60% making progress on their conditions, with 58% of diabetic patients and 55% of asthmatic patients at the standard of care for their conditions) and general member population, resulting in redirected claims costs and an average 2-3:1 hard dollar ROI for our customers. We are also the nation's leading onsite health company as awarded by KLAS. https://www.prnewswire.com/news-releases/marathon-health-ranked-1-worksite-healthcare-services-provider-300997034.html

mm. How are service problems managed and who is involved with resolving them?

Once a patient contacts Marathon Health at our corporate office or at the clinic, immediate action is taken to resolve the complaint. The complaint is investigated by gathering information and conducting research to understand and document the issue. The issue may be handled over the phone or in person at the clinic. All complaints received by Marathon Health are treated as legitimate and worthy of a response regardless of whether they relate to an individual staff member, to the treatment received, or to any number of issues related to the employee's interaction with Marathon Health. Typically, complaints received via email or phone are responded to within 24 hours. If a complaint is not resolved, it becomes a grievance and is forwarded to the Grievance Committee. The goal is to respond to a written complaint within 14 days and resolve within 30 days.

nn. What data do you gather and provide to your clinical teams to monitor performance and encourage continuous quality improvement?

Our Quality Assurance Committee reviews quality assurance measures, clinical Occurrence Reports, clinical key performance indicators, and Triple Aim measures to create and implement quality care plans. The committee identifies gaps in care and implements processes to ensure the highest quality healthcare is provided across all health centers.

Please refer to **Exhibit 8: Quality Assurance and Review Process** for further details on our quality assurance policies, protocols and committees. Additionally, your Account Manager will review the Clinical Activity and Trends (CAT) Report with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's project leadership team and our clinicians so that we can assess advantageous changes together. The report is provided every month and includes data on utilization, engagement, outcomes, cost savings and aggregate, de-identified diagnoses and more. We also run appointment data to look at utilization of appointments by day of the week and even hour of the day to help determine optimal coverage for your employees. It is important to us that we do not wait until the end of the year, or even the end of a quarter to review this type of information.

3. **Population Health Management**

a. What are your organization's capacity to administer on-site biometric screenings at the clinic?

Yes. While we can administer biometric screenings on a individual basis at the health center, It is our strong recommendation that Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office complete the biometric screenings in a compressed time frame in order to minimize disruption to the daily operations of the health centers and provide the fastest transmission of biometric screening data for outreach and reporting purposes. Overflow screens occurring outside of the screening event can be handled using the onsite health centers.

Marathon Health recommends holding an annual mass biometric screening event, which could occur at the health center or at another preferred location in Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. Our standard process for managing biometric screening is to utilize our third-party partner, but we are happy to work with any vendor or local provider resource of your choosing, if preferred. Costs for biometric screening events would be billed directly to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office by the vendor, or from Marathon Health at direct, pass-through cost (typically $50-60 per participant) in your next monthly bill, with no mark-up or incentives for Marathon Health.

Standard biometric screening services include blood pressure, weight, BMI, body fat percentage, full lipid panel, and fasting glucose levels. We recommend using the finger stick method for testing but can also offer venipuncture. In utilizing the finger stick method, biometric results are available within five minutes, the results of the testing are discussed during a "teachable moment" immediately following the screening when all data and results from the biometric screening is reported back to the patient. Results are also available to participants through their Personal Health Record immediately following the event.

Data from the biometric screening also auto populates in the EMR, where members are risk stratified, and patient lists identifying medium and high-risk patients are created. Proactive outreach (by telephone, secure email or in-person visits) to at-risk members is then performed by the clinical staff. Participation and results data from preventive care campaigns is available online at all times to the provider. Mass screening results are presented to the employer in the form of a Population Stratification Report.

b. What are your organization's health coaching capabilities to assist employees in reducing risk and improving health?

Marathon Health believes every visit, every patient touch, is an opportunity for health coaching. Health coaching includes getting patients involved with their own health care, enrolling patients with chronic conditions in Marathon Health's disease management programs, and making evidence based referrals as appropriate. Our total population health management approach allows us to identify risk and develop intervention strategies based on the unique needs of each employee. We use each visit as a teachable moment, giving the patient the guidance, support and tools they need to take control of

their own health and make healthier lifestyle choices. This results in increased health center utilization and patient satisfaction, as well as improvements in overall health and wellness of both the high-risk and general employee member population.

We provide health coaching for risk factors such as obesity, high cholesterol, hypertension, diabetes, stress, tobacco cessation, etc. At the core of our coaching model is our focus on patient / provider trust and behavioral change utilizing Motivational Interview techniques, rapid cycle action plans, and recognition of the participants “readiness to change” based on the Prochaska Model, widely considered the predominant model of health behavior change.

By customizing the coaching program to each of the distinct readiness phases, we are able to achieve superior rates of employee engagement, compliance, and completion of coaching programs. The improvements achieved through health coaching translate to reductions in risk prevalence and the total cost of the health risks. The success of this approach is measured by the 70% engagement rate of the individuals we target for health intervention and the results we achieve in reducing health risks.

All Marathon Health providers (including physicians, nurse practitioners, physician assistants, nurses, medical assistants, behavioral health counselors, physical therapists, registered dietitians, etc.) are trained in patient engagement and health coaching. This training includes motivational interviewing, readiness to change, small step rapid cycle improvement, mindfulness and appreciative inquiry. Our EMR and patient-facing PHR are specifically designed to provide the tools, support, tracking and data to support provider and patient alike. All of Escambia County, The City of Pensacola, and The Escambia County Sherriff’s Office’s eligible members can participate in our health coaching/lifestyle management programming, with all costs included in our fixed fee pricing.

c. Is health coaching available on-site, telephonically, and/or online?

YES. A key part of Marathon Health’s model of care is that we integrate health coaching into every patient visit, and can provide outbound telephonic and video coaching (which has been our key methods of coaching during the COVID-19 pandemic, and it is very successful), in addition to face-to-face health coaching.

d. Do you provide lifestyle management/coaching through your clinics? Is it telephonic or face-to-face or web-based? What are the results?

Yes. A key component of our total population health and wellness model is our unique and proven health coaching and lifestyle management methodology, which can be provided face-to-face or virtually, via telephone or video. Marathon Health provides lifestyle management for risk factors such as obesity, high cholesterol, hypertension, diabetes, stress, and tobacco cessation. At the core of our coaching model is our focus on patient/provider trust and behavioral change utilizing Motivational Interview techniques, rapid cycle action plans, and recognition of the participants “readiness to change” based on the Prochaska Model, widely considered the predominant model of health behavior change.

By customizing the coaching program to each of the distinct readiness phases, we are able to achieve superior rates of employee engagement, compliance, and completion of coaching programs. The improvements achieved through health coaching translate to reductions in risk prevalence and the total cost of the health risks.

The success of this approach is measured by the ***70%+ engagement rate of the individuals we target for health intervention*** and the results we achieve in reducing health risks (with approximately 60% of at-risk patients across our book of business making progress on their conditions, with 58% of diabetic patients and 55% of asthmatic patients [two of the most costly and prevalent chronic conditions for many organizations]at the standard of care for their conditions.

Additionally, through our online eHealth Portal, your members will have 24/7 access to a number of wellness workshops and tools on such topics as smoking cessation, arthritis, asthma, COPD, diabetes, stress, hypertension, life balance and more. Marathon Health also provides educational handouts on 39 health topics including high blood pressure, high cholesterol, and diet/nutrition so your employee population will always have access to education materials.

e. What are the credentials/levels of experience of your health coaches? (Note: If experience varies based on topic or on-site vs. telephonic, please differentiate)

Minimum credentials/requirements for our health coaches include the following:

- Must be licensed in their specialty within the state which they work (typically RN or RD)
- Certified in basic life support
- Knowledge and experience in health risk assessments, lifestyle risk reduction, disease management, and health promotion is recommended.

In addition to these requirements for dedicated health coaches, all of our providers are trained in patient engagement and health coaching. This training includes motivational interviewing, readiness to change, small step rapid cycle improvement, mindfulness and appreciative inquiry.

Coaching skills are essential to all services at Marathon Health, and we are committed to having the best coaches to serve your clients with excellence. Marathon Health is an approved provider of internal continuing education (CE) credits through ICHWC for National Board Certified Health and Wellness Coaches. All of our clinical staff (including practice support specialists and medical assistants, unique in our industry) are trained in motivational interviewing and health coaching, and ongoing training is provided to your clinicians throughout the year, involving personal, professional, and clinical development. We directly support the educational needs of your clinical team members and encourage health coaches and providers to obtain national certification for their own growth and skill development. Also, our electronic medical record and patient-facing patient

health record are specifically designed to provide the tools, support, tracking and data to support provider and patient alike.

All clinical staff are provided with a personal budget to be applied towards continuing medical education (CME) courses. In addition, Marathon Health's Motivational Interviewing (MI) Course for Providers and Health Coaches is eligible for 10 CE credits to any ICHWC board certified coaches as well as is an internal approved provider by the American Academy of Family Physicians (AAFP) for 16 CME credits for our monthly clinical education calls and quarterly Grand Rounds sessions.

Marathon Health believes every visit, every patient touch, is an opportunity for health coaching. Health coaching includes getting patients involved with their own health care, enrolling patients with chronic conditions in Marathon Health's disease management programs, and making evidence based referrals as appropriate. We believe our philosophy, care model, system and tools allow us to achieve the excellent engagement and efficacy rates we have achieved for our customers.

f. Can your organization provide chronic disease management services including patient education and coaching regarding complications, medications, nutrition therapy, hypertension and preventative care?

Yes. All members who meet identified risk thresholds are eligible for enrollment in one or more of our Chronic Condition Management programs. For Marathon Health, chronic condition management is not a separate product or service. Rather, it is a core component of the service we provide and the competency of our clinicians.

Marathon Health's chronic disease management program begins with the identification of individuals with high-risk health conditions. We risk stratify the population using claims, biometric screening, and Health History and Risk Assessment data. The population is stratified by three risk levels: high, medium, and low. The thresholds for these risk levels are based on algorithms outlined in ATP IV, JNC8, and the ADA. As part of the initial stratification, we track how many individuals outside normal range have made progress on key measures of health status such as blood pressure, lipids, body-mass index, blood sugar, tobacco and alcohol use, and stress. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD). We use a proprietary 100-point risk quantification methodology to stratify the population and provide the participant with a “Wellness Scorecard.”

Participants in Marathon Health's Disease Management program receive:

- Customized management options developed for the employee's specific condition.
- Detailed, evidence-based consumer health information about symptoms, self-care options, medications and lifestyle affects.
- Disease-specific management protocols documented in the EMR
- Continual medical supervision and support from the Marathon Health clinician / coach.
- Support for adherence to national treatment guidelines established for their specific condition.

- Identification of gaps in of care for the particular condition
- Fewer complications, missed workdays and emergency room visits that result from chronic conditions.
- The ability to become experts in effectively managing their illness.

g. What are your organization's capabilities for proactive outreach of members with chronic conditions or flag issues related to medication utilization?

One of our market differentiators is the creation of patient lists and tasking functionality through our proprietary technology platform. Patient lists are automatically populated once any of a number of different data sets are completed (including HRAs, questionnaires, biometrics and other screenings, and claims data.

Marathon Health's outreach protocol includes two phone calls, automated secure messaging, and a mailing to the participant's home. Though outreach is prioritized based upon risk severity, our clinicians engage with all participants, including low-risk members. The Marathon Health technology platform offers a unique tracking system allowing our clinicians to track each contact made, how many attempts at contact, and other functions. Participation and results data from preventive care campaigns is available online at all times to the provider.

For employees who do not participate in mass biometric screenings or complete an HHRA, Marathon Health will attempt to engage by telephone, send additional collateral such as a Welcome Packet, health education material, targeted health content and secure e-mail messages. Furthermore, we recommend that the employer schedule an introductory "town hall" meeting where employees can meet the Marathon Health clinician(s), ask questions, and learn about the program and what it has to offer.

Additionally, Marathon Health has integrated an ePrescribing application within our EMR for electronic data entry of prescriptions and reported medications. Since the application is integrated with RxHub, Sure Scripts and most PBMs, the prescription entered by the clinician is electronically linked to the PBM ensuring full drug utilization review (DUR) checking for contraindications and allergies, and formulary compliance including maximizing use of generics.

The ePrescribe application with send "alerts" to the provider via the EMR on medication fulfillment, or lack thereof, which can greatly decrease the risk of patients with chronic diseases not complying with treatment protocols and ensuring they meet the standard of care for the conditions.

4. Experience starting a new clinic

a. Describe your approach to new a clinic, including managing the hiring of staff and promoting employee engagement.

Through years of experience, Marathon Health has developed key processes, materials, and project plan guides based on Lean Six Sigma principles that have yielded successful implementations of more than 200 health centers for private and public sector customers of all sizes, nationwide.

Our Implementation Director, Meghan MacDerment, will assign an implementation manager based on their expertise with clients in your industry and their geographical proximity. Our implementation / project managers have a maximum workload of two implementations at any one time.

For an overview of the entire implementation process, including lists of implementation responsibilities by both the Marathon Health and Escambia County project teams, please refer to **Exhibit 2: Facilities Welcome Packet**. You'll receive the latest version of this constantly-updated document from your designated Marathon Health Project Manager prior to your health center's implementation.

b. Please provide an optimal implementation timeline for implementing the clinic.

Please refer to **Exhibit 9: Escambia Sample Project Plan** for an outline of all key steps in our implementation process.

Please note that this timeline is only a sample. An actual project timeline will be developed after contract signing, and go-live dates are dependent on Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office and/or your vendors meeting key deliverable dates (i.e. contract signing, facility construction, etc.).

c. Please describe your process for transferring eligibility data from the client to the clinic (EMR).

Marathon Health has a standard eligibility flat file format that we will provide to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office during the implementation phase. We suggest an updated feed on a weekly or bi-weekly basis to accommodate terminations and new hires. Any member listed on Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's eligibility file will have access to the health center. This allows us to identify the patient as an eligible employee at the time of their visit, as well as the ability to analyze and report on metrics and outcomes specific to each individual organization.

d. Please describe typical challenges associated with starting a new clinic.

Some pre-"Go-Live" challenges associated with starting a new clinic include:

- **Facilities Timeline** – Occasionally, we face challenges with client space not being ready for the scheduled opening day, especially when there is a shortened implementation timeline and/or major construction being handled by an outside contractor.
- **Recruitment:** Depending on the implementation timeline – and particularly when working under a shortened timeline – sourcing, hiring and training staff can sometimes be a challenge. Location of the health center may also play a role in terms of being able to find appropriate candidates for the clinical staff positions.

Post-"Go-Live" challenges (as well as keys to health center success) include:

1) True Leadership Buy-In (Creating a Culture of Wellness in the Workplace)

If Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's leaders don't utilizing the health center themselves (or practice other wellness habits to improve their own health), it's likely their employees won't either. We find that our highest utilization success rates come at health centers where the organization's executive and senior management has shown strong support for the health center, and where the organization is truly dedicated to creating a "culture of health". This can include everything from pre-existing wellness or incentives programs, to providing healthy alternatives in vending machines and cafeterias, smoke-free campuses, or offering opportunities for group walks, meditation, or yoga classes during the lunch hour. An organizational culture dedicated to supporting and promoting the goal of a healthy workforce (i.e. healthy choices in vending machines and cafeteria, smoke-free campus, etc.), combined with frequent, high-quality communications practices and materials to reinforce this culture, will make an enormous impact on overall utilization.

We've also found our greatest success in situations where leadership "walks the talk" -- seeing leaders utilizing the onsite health center services and becoming an "evangelist" for your center often results in much higher rates of utilization by all of your members. Once the health center "goes-live", holding open house events (possibly inviting local media to cover it) and mentioning the health center at major member events and meetings are important ways to encourage utilization.

2) Provide Meaningful Incentives

Often times, it's just getting a stubborn patient to visit that health center for the first time, and then they're hooked! We've found the best way to achieve this (along with a strong communications campaign) is a meaningful incentives plan that encourages utilization of the health center. Incentives to get a patient in the door are typically a small price to pay when compared to the long-term costs of an escalating chronic disease, or exorbitant ER or urgent care claims.

Our recommendations for driving utilization include specific incentives tailored to the health goals and health risk profile of the organization. During year one, an incentive plan may encourage participation—for example completing the HHRA, biometric screening, and a Comprehensive Health Review. Year two goals may drive the achievement of health goals—for example increasing activity levels, lowering glucose levels, or decreasing BMI. Incentives that are closely tied to the benefit plan are key contributors to the success of an onsite health program. One program we developed in collaboration with an existing client allows their employees to "buy down" their deductible. The employee participates in a voluntary biometric screening and is provided with financial credit for any or all of five biometric variables for which they are in normal range.

Our incentive program has resulted in a 70+% average participation rate in screening across our book of business. We are also capable of integrating with other incentive programs. A major feature of our eHealth Portal is the ability to track, administer and report on a wide range of incentive programs and activities.

We believe that a meaningful incentive program should be coordinated with the benefit plan and drive participation levels and goal achievement metrics.

Determining incentive goals is a collaborative effort between the client organization, your broker or consultant, if appropriate, and Marathon Health. During our implementation phase, we will ask questions and probe issues relative to your membership, organizational culture, HR/benefits programs, available budget for incentives, member cost sharing practices, and compensation levels, to understand the culture and environment. Based on this review, we will provide recommendations for an effective incentive program.
In our experience, an organization can predict the following based on the set level of incentives:

- Weak incentives – 20%-40% participation
- Modest incentives –50%-70% participation
- Strong incentives – 90% participation

3) Keep Costs Low

One of the biggest reasons for an onsite / near-site health center to fail is if it costs your members more to visit the center than their local urgent care center. By making visits to the health center (as well as prescription medications) free (or as low-cost as possible) is a great way to reduce the barriers to utilization and encourage patients to use the health center rather than expensive emergency room or urgent care center visits.

Barriers to health center utilization and member engagement (in addition to not abiding to the success factors listed above) can include: inconvenient location of health centers, lack of screening data, and not having current contact information for outreach programs.

e. What assumptions for percentage of total eligible patient member utilization have you included in your cost proposal for Years 1 – 5?

Based on our understanding of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's eligible member population.(and employers of similar size, geography, etc.), we are assuming the following member utilization rates for years 1 – 5:

Employees: Year 1: 40%; Year 2: 45%; Year 3-5: 50%
Dependents: Year 1: 15%;Year 2: 17%; Years 3-5: 20%

Estimated utilization varies based on whether the member is an employee or spouse / dependent and how far from the health center they are located.

f. We expect our organization to have growth of up to 10% over the life of this contract. Would there be an extra cost or change of scope if we were to add up to 10% additional eligible members to the contract?

There would be no extra cost for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. Under Marathon Health's fixed-fee pricing model, we guarantee service of up to 110% of the eligible member population with no additional cost, allowing for a number of new hires, dependents, etc. not on the original eligibility file to gain access the centers as well.

5. **Report/Data Samples**
   a. What reports can clients expect to receive? Attach samples of all reporting.

Marathon Health provides a comprehensive reporting package that includes monthly and annual reports showing:

- Participation levels
- Encounters
- Diagnoses
- Prescriptions written and medications dispensed
- Value of care delivered
- Members with chronic conditions at standard of care
- Members with health risk and/or pre-disease
- Members who have made progress toward health goals
- Excess cost associated with the risk profile
- Savings associated with change to risk profile
- Healthcare costs for engaged vs. non-engaged individuals

The following are just a few of the key standard reports that Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will receive on a monthly / annual / as-needed basis:

Population Stratification Report
Population health risk is identified through analysis of claims, biometric screenings, and HRA data. A population stratification report documents the results and provides a blueprint for action for clinic staff.

Please refer to **Exhibit 10: Sample Population Stratification Report.**

CAT Report
The Clinical Activity and Trends (CAT) report is your guide to the performance of your onsite health center(s) and your overall program of population health management (PHM). Each month, the report provides you with important information on who is accessing services and why, what percent of your population has been screened for health risks and/or chronic conditions (the "target population"), what percent of the target population is engaged with a member of the medical staff to reduce their risks, and the predicted savings from operations. Savings include the value of redirected care, risk mitigation, saved time away from work and enhanced productivity from a healthier workforce.

Please refer to **Exhibit 11: Sample CAT Report**.

Financial and Clinical Trends (FACT) Report
We provide our customers with a premium analytical and reporting package, including in-depth user vs. non-user cost comparisons through our proprietary Financial and Clinical Trends (FACT) Analytics engine. FACT connects the rich data in the Marathon Health EMR to carrier data, allowing for customized analysis of the downstream financial impact of our services. Standard reports examine cost trends by chronic condition, place of service and diagnostic category. All output is aggregate and de-identified. FACT is included in the Year End
Review as part of our fixed fee pricing.

Please refer to **Exhibit 12: Sample FACT Analytics.**

Year End Review

In addition, your Account Manager will provide face-to-face annual reviews of the health center's business, incorporating client-specific key performance metrics from the previous year, as well as a strategic plan for the upcoming year. A Year End Review analysis document, our comprehensive annual reporting package provides:

- Health center utilization rates
- Total Encounters (monthly, by member type)
- Patient outcomes
- Multi-year claims trends analysis
- Patient satisfaction reports
- Top risks and diagnoses
- High and chronic condition member participation and engagement
- Patient progress on key risk factors

Please refer to **Exhibit 13: Sample Year End Review**.

b. How often will your company provide such reporting and review it with the client?

Your Account Manager will provide and review the CAT report with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office on a monthly basis. Additionally, they will provide face-to-face annual reviews to review accomplishments and challenges and develop a strategic plan for the coming year. Should more frequent reporting be needed, we can accommodate the frequency that best meets your needs.

c. Do you offer real-time, self-service reporting capabilities?

In order to safeguard our clients' financial information and the health information of their patient members, our systems do not allow for an online reporting dashboard. However, Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will be assigned a dedicated Business Intelligence (BI) Analyst who will be available as needed to generate any custom analytics and reporting regarding the financial status of the health center, aggregate reports on health conditions, and more. Since Marathon Health's proprietary EMR technology is built around Microsoft SQL, this provides you with nearly unlimited options for reporting.

d. Please demonstrate that your organization can merge clinical encounter data from the electronic medical record with carrier monthly claims and Rx data transfers, and then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact.

The Marathon Health data warehouse, which manages data input and output from multiple sources, is the repository for patient / member health information. This information includes data collected and documented through the care and coaching services at the clinic, such as: encounters, diagnosis, procedures, risk profiles, wellness scores, goals and treatment plans, insurance eligibility, claims data, and population stratification reports. The data warehouse can be expanded to handle other data needs for your

organization, such as data interfaces with regional health information exchanges and/or EMRs at an additional cost.

The warehouse can accept (import) data from multiple sources, including:

- Lab results
- HHRA data from Marathon Health or other HRA as mapped to our format
- Medical claims data, diagnosis, and procedures

The warehouse can push (export) data to other organizations including:

- HHRA information
- Biometric lab results
- ICD-10 and CPT4 codes

Standard exports from our data warehouse (including HHRA, biometric screening and encounter data) are included in our base services and included at no additional cost to our customers. If specified, lab results can also be included with the biometric screening data, with no additional cost. Incentive and wellness program participation data is typically sent as a standard report (as needed during incentive campaigns), also included in our fixed fee pricing.

e. What is your company's process to comply with HIPAA wellness nondiscrimination regulations?

For any health questionnaires that patients are incentivized to complete as part of a wellness program, the family history section of the questionnaire is turned off in order to be GINA compliant.

Our health centers operate in a paperless environment and we maintain all patient records in an electronic format fully compliant with the data and security requirements of HIPAA, ADA and state laws. Marathon Health has the necessary controls, policies, and procedures in place to ensure the confidentiality, integrity, and availability of its information systems containing electronic protected health information (ePHI).
We also implement security measures that reduce the risks to information systems containing ePHI to reasonable and appropriate levels.

f. What is your organization’s cost avoidance or value proposition, including your methodology for calculating cost avoidance? Include case studies, if available.

Marathon Health has standard guidelines for measuring ROI and program success. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and HRA data. We measure our success by measuring the change in the health status of the population. This is achieved by documenting how many individuals outside normal range have made progress on key measures of health risk such as blood pressure, lipids, body-mass index, blood sugar, and tobacco and alcohol use. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD, etc.).

Hard dollar measures of success include:

- The value of redirected primary/acute care delivered but not submitted as a claim
- The value of redirected occupational care delivered but not submitted as a claim (*optional)*
- Reduction in utilization of physician and hospital services
- Reduction in work loss days due to illness

Soft dollar measures of success include:

- Reduction of presenteeism
- Reduction in turnover rate
- Reduction in saved time away from work

Marathon Health uses client-specific utilization and unit cost data to estimate savings from redirected care and risk reduction. Verification of savings is confirmed by comparing the claims trend pre-go live to claims trend post go live, adjusting for medical trend and high cost claimants. Marathon Health guarantees claims savings as part of its contract.

For deidentified samples of actual client ROI reporting, please refer to **Exhibit 14: Sample ROI and Outcomes Reporting**. Additionally, please refer to **Exhibit 15: Escambia County School District Case Study** to learn about how we helped Escambia's school district to reduce their healthcare costs and achieve a 6.5:1 ROI.

g. How does your company demonstrate improvements in the health of participants in your program over time, both individually and population-wide? What metrics are tracked and how often are they presented to clients?

In addition to customer and patient satisfaction and return on investment, program effectiveness will be measured through our patient outcomes. Outcomes are tracked on three levels, utilizing data from the EMR collected from both patient visits and claims data integration:

- Patients who are deemed high-risk, but have made progress toward the standard of care.
- Patients who have made sufficient progress to be deemed no longer at-risk.
- Patients with chronic conditions, whether at standard of care or not.

We utilize the IHI's Triple Aim framework for patient outcomes that follows HEDIS guidelines for Standard of Care metrics, and require increasingly high levels of risk mitigation for patients who are at-risk. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and HRA data.

					Marathon Health Goals	
Target Population Patient Engagement	**Will achieve the following results**	**Participants at risk**	**Particpants engaged**	**% Engaged**	**Target**	**% Target**
High Risk Enrolled Employees	70% of at risk employees will be engaged	1405	1128	80%	70%	114%
High Risk Dependents	40% of at risk dependents will be engaged	1007	460	46%	40%	115%
					Marathon Health Goals	
Biometric Risk Factors	**Will achieve the following results**	**Participants Outside Normal Range**	**Participants with Progress or Normal**	**% of Participants Successful**	**Target**	**% Target**
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	389	254	65.30%	40.00%	163%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	257	181	70.43%	40.00%	176%
Glucose (> 100)	Reduce by 15% or below threshold	724	187	25.83%	15.00%	172%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	639	157	24.57%	15.00%	164%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	127	53	41.73%	15.00%	278%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	519	136	26.20%	15.00%	175%
Triglycerides (>= 200)	Reduce by 20% or below threshold	290	117	40.34%	15.00%	269%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	1924	219	11.38%	5.00%	228%
Smokers	Quit for at least 90 days	215	114	53.02%	5.00%	1060%
Chronic Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target**	**% Target**
Diabetics	Average Hemoglobin A1C < 7.5	419	210	50.10%	45.00%	111%
Diabetics	Standard of Care (5 out of 6) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal vaccine * Hepatitis B vaccine * Self Glucose Monitoring or A1c Exists	419	346	82.60%	75.00%	110%
Asthmatics	Standard of Care (5 out of 7) * Annual Influenza * Spirometry Result * Pneumococcal Vaccine * Use of Inhaled Corticosteroids * Medications Appropriate for Severity * Asthma Action Plan * Use of short acting bronchodilator	200	154	77.00%	75.00%	103%

We measure our success by measuring the change in the health status of the population. This is achieved by documenting how many individuals outside normal range have made progress on key measures of health risk such as blood pressure, lipids, body-mass index, blood sugar, and tobacco and alcohol use. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD, etc.).

Clinical outcomes progress is reported on monthly via the Clinical Activity Report (CAT) and annually in the Year End Review. Please refer to **Exhibit 11: Sample CAT Report** and **Exhibit 13: Sample Year End Review**.

Individuals can also track their own health over time via the eHealth Portal. Test results and health metrics are available immediately to participants through their Personal Health Record (PHR) via the online eHealth Portal, accessible 24/7 via any desktop or mobile device.

Additionally, Marathon Health offers our proprietary ***myHealth Report*** to help patients understand their health, and to share ideas on what they can do to improve. The myHealth Report draws from a patients' Health History and Risk Assessment and
Biometric Screening data to create a personalized report available to each patient.

The myHealth Report summarizes the objective data and provides a narrative explaining a patient's health status using everyday terminology to engage patients in a conversation about their health status, objectives and goals. We promote the myHealth Report to employees and dependents through the use of home-mailed postcards and e-mails.

Please refer to **Exhibit 16: Sample myHealth Report** for more information.

h. Are there extra costs for non-standard reporting? If so, what are they?

Marathon Health owns its proprietary EMR technology, our patient database uses Microsoft SQL for reporting, and we assign a Business Intelligence Analyst to every one of our customer accounts. These three factors provide us with tremendous capabilities and flexibility in producing a nearly unlimited range of standard and customized reporting.

Our fixed fee includes up to 20 hours of custom reporting per year. Additional customer reporting exceeding these 20 hours is available at the rate of $150/hr. plus any materials. On average, the timeframe for custom reporting is 1-2 weeks, but may vary based on the type of report.

i. What entities can you integrate data with?

There are very few limitations in terms of integration. Marathon Health currently integrates electronically with a large number of healthcare vendors, with inbound and outbound electronic interfaces in place for the automatic exchange of encounter data, claims data, HRA and biometrics, and incentives data captured by our EMR (including all CPT and ICD-10 codes for services rendered). Please note that we have existing interfaces in place for all major health plans. Additionally, Marathon Health can build any necessary electronic interfaces needed for integration with your other healthcare vendors, with all interface design / build costs included in our fixed fee pricing.

The Marathon Health approach toward integration and coordination of other health resources is based on the concept that the clinic is the “hub” for all health-related services. The services integration is based on the ability to exchange data with health plans, Pharmacy Benefit Managers (PBM), EAPs, disability management and RTW teams, wellness coordinators and all outside, network providers. Our integrated PHR/EMR provides a platform to coordinate care and share health information, subject to patient consent. The use of our technology and knowledge of all providers in the system improves the coordination of care and eliminates fragmentation in delivery. Here are just a few examples:

j. Can your organization file zero dollar claims with our TPA?

Yes. Marathon Health can file zero dollar claims with Escambia County, The City of Pensacola, and The Escambia County Sherriff’s Office’s TPA.

Can you provide samples of all program forms and communication materials?

Please refer to **Exhibit 17: Marathon Health Communication Materials** for a few examples of the communications collateral we use to help optimize member utilization of the onsite health center.

Marathon Health’s Communications Strategy

A successful onsite health initiative begins with a thoughtful and well-timed communication strategy that encourages participation in health risk assessments, biometric screenings and ongoing health education and health promotion programs, as well as utilization of the clinic for primary care and preventive services. We work with your Human Resources and Communications departments to perform a communications and culture audit to understand your requirements and expectations about employee communication.

Initial / Go-Live Communications

Marathon Health provides a turn-key, customized multimedia communication strategy that will drive engagement and utilization of your health center. We will introduce the health center to your existing members using 14 communication touchpoints during the initial implementation process, including a welcome package that consists of an introductory letter, program brochure, and site posters, as well as a program overview presentation, web pages, emails, and flyers. New employees will receive communications material about the health center that can be included in new member orientation packages or training sessions.

Ongoing Communications

Ongoing communications include our proprietary **myHealth Report** to help patients understand their health, and to share ideas on what they can do to improve. The myHealth Report draws from a patient's Health History and Risk Assessment and Biometric Screening data to create a personalized report available to each patient. The myHealth Report summarizes the objective clinical data and provides a narrative explaining a patient's health status using everyday terminology to engage patients in a conversation about their health status, objectives and goals.

Additionally, we provide home mailings every three months (or as determined in collaboration with each of our customers) to remind members of available onsite health center services, including health coaching. We have pre-printed, co-branded, and template member communication materials available, and we will customize materials to include the program name, messaging and program brand or logo. We also promote the myHealth Report to employees and dependents through the use of home-mailed postcards and brochures, as well as e-mails.

Additionally, we also provide the following tools and support:

- In-person, phone and mail outreach to at-risk participants
- Health fairs and Open House events
- Lunch and Learns
- Group workshop promotions
- Health awareness topics on eHealth Portal Homepage
- Posters, flyers, digital board signage

Patient and Customer Satisfaction

Patient Satisfaction

Marathon Health actively seeks feedback from member patients. We employ an automated methodology to collect point of service feedback, which is used to ensure continuous improvement in our health centers. Our Patient Experience Survey (PES) is a brief, 5-6 question survey that is sent securely and electronically to patients following their visit, in order to gauge patient satisfaction at the time of care.

Currently, more that 95% of Marathon Health patients across our book of business list themselves as satisfied or very satisfied with our services. Patient satisfaction results will be provided annually in the Year End Report your account manager will present to and review with your team.

We will work with Escambia to determine how often you want these surveys sent to members who utilize the health center on a more regular basis. Additionally, we will report back to you regularly on the feedback that we receive, as well as what we are doing to improve based on the recommendations we receive.

Please refer to Exhibit 18: Patient Experience Survey for a sample of our survey.

CUSTOMER SATISFACTION

Marathon Health has implemented various methods of measuring employer/client satisfaction, including annual satisfaction surveys and account management meetings. We communicate with the client leadership team throughout the implementation process and on an ongoing basis to ensure the Marathon Health program and staff exceed all expectations and objectives. Methods of communication include face-to-face meetings, phone conversations with appropriate team members, e-mail and paper correspondence as required. In 2018, 98% of our customers reported that they would highly recommend Marathon Health to another organization.

Additionally, Marathon Health offers a pay-for-performance option in our compensation and we offer our clients service guarantees tied to administrative and clinical performance. We place a portion of our total base fees at risk directly tied to measurable health outcomes, employee satisfaction metrics, employer satisfaction metrics, and/or account management metrics.

Please refer to **Exhibit 19: Annual Customer Survey** for a sample of our client satisfaction document.

Health Screenings

Health Risk Assessments

Marathon Health uses a proprietary Health History and Risk Assessment (HHRA) tool that is available online. The data collected through the HHRA automatically populates the participant's Personal Health Record in the eHealth Portal. The HHRA collects and documents information on current symptoms and conditions, mental health and emotional well-being, personal self-care, immunizations, allergies, medications, surgeries and tests, and health history.

Risk factors identified in our HHRA include:

No.	Health Factor	Risk Threshold
1	Blood pressure	140/90 mmHg or more
2	Tobacco use	Present
3	Alcohol use	Positive Audit C or CAGE score
4	Fasting serum glucose	126 mg/dl or more
5	Cholesterol	240 mg/dl or more
6	Low density lipoprotein	190 mg/dl or more
7	High density lipoprotein	35 mg/dl or less
8	Body mass index (BMI)	30 or greater
9	Presence of high risk medical condition	Cancer, heart disease, diabetes, stroke
10	Stress	Stress level is high per HHRA
11	Ability to cope	Inability to cope per HHRA
12	Number of days of exercise per week	None
13	Safety belt use	Does not wear safety belt
14	Perception of health	Poor
15	Satisfaction with life	In general, not satisfied
16	Satisfaction with job	In general, not satisfied
17	Work days missed due to illness	5 or more
18	Amount of sleep	Less than 7 hours per night, on average
19	Family history of disease	Present
20	Flags	Flags for depression, heart attack

For patients who are unable to complete the online HHRA, we offer a Marathon Health Questionnaire (MHQ) which is available both online (via the PHR or at onsite kiosks) and offline, in hard copy paper format. The MHQ covers the 20 risk factors identified in the HHRA. For hard copy versions of the MHQ, your Medical Assistant will enter the results into the patient's record and shred the document. The HHRA and MHQ are both included in Marathon Health's fixed fee pricing, at no additional cost to our customers.

For a sample of the paper copy of our HRA, please refer to **Exhibit 20: Sample Marathon Health Questionnaire**.

Biometric Screenings
Marathon Health recommends holding an annual mass biometric screening event to facilitate the rapid collection and stratification of member biometric data which we utilize to inform our proactive outreach, drive utilization among "at-risk" members and rapidly engage members in the risk mitigation and risk management process.
While Marathon Health does have the capability to provide all biometric screenings at the onsite health center, our standard process for managing biometric screening is to utilize a third-party partner to facilitate the screenings (with any overflow screens occurring outside of the screening event to be handled using the onsite health center).

The use of a third party minimizes disruption of the health center operations and provides for the rapid collection and analysis of member risk, which will serve the interests of the patient and the customer better. Additionally, your organization is welcome to request a third-party vendor (i.e. health plan, local provider, etc.) for biometric collection, and all costs would be invoiced on a pass-through basis with no mark-ups or incentives for Marathon Health whatsoever. We look forward to discussing these options with you.

Standard biometric screening services include blood pressure, weight, BMI, body fat percentage, full lipid panel, and fasting glucose levels. We recommend using the finger stick method for testing but can also offer venipuncture. In utilizing the finger stick method, biometric results are available within five minutes and the results of the testing are discussed during a "teachable moment" immediately following the screening, and all data and results from the biometric screening is reported back to the patient.

Data from the biometric screening also auto populates in the EMR, where members are risk stratified, and patient lists identifying medium and high-risk patients are created. Proactive outreach (by telephone, secure email or in-person visits) to at-risk members is then performed by the clinical staff.

Participation and results data from preventive care campaigns is available online at all times to the provider. Mass screening results are presented to the employer in the form of a Population Stratification Report. Overflow screens occurring outside of the screening event can be handled using the onsite health centers.

Additional Screenings
Marathon Health can also provide a variety of additional screenings, such as: Skin Cancer, Hypertension, Vision, Hearing and others, as requested by the customer.

Health & Wellness Promotion and Education

Marathon Health's roots are in preventive care, and as such, we offer comprehensive health and wellness programming. Using our online eHealth Portal, your members will have 24/7

access (via any desktop or mobile device) to evidence-based online health and wellness education tools, as well as a variety of online "Wellness Workshops" on topics such as smoking cessation, arthritis, asthma, COPD, diabetes, stress, hypertension, life balance and more. These online tools and workshops utilize a point system that can be integrated with existing or new incentive programs / offerings.

Additionally, Marathon Health produces an annual Health Promotion Catalog which includes group and online educational and support programs, lunch and learn sessions, weekly challenges, etc. Health topics covered by our wellness programming include: Weight Loss / Exercise; Tobacco Cessation; Arthritis; Stress management; Influenza; Cancer Awareness and Prevention; Low Back Pain; Heart Health; Metabolic Syndrome; Diabetes; High blood pressure; Sleep hygiene; Healthy eating; Asthma; Cholesterol; Allergies; Financial Wellness; Emergency Preparedness; Time Management; Living Green; etc.

Programs developed for the catalog are turnkey (including announcement email copy, flyers and promotional collateral, presentation materials and training and evaluation forms), allowing your clinical team to easily promote and present the information. The catalog is updated annually by a team of health professionals with backgrounds in clinical care, health education, disease prevention, fitness and nutrition. Programs developed for the catalog are turnkey, allowing your clinical team to easily promote and present the information. Our health promotions team, clinical team and your account manager will work with you to develop a calendar of offerings based upon a review of member population risk factors and overall goals.

In addition, our clinicians provide patients with a number of available Health Educational hand-out flyers at the health center, and patients can find health and wellness tips by accessing our searchable, evidence-based consumer health information library, embedded in our eHealth Portal, available 24/7 to all members

Please refer to Exhibit 21: 2020 Health Promotion Catalog for more information on the patient programs, classes and other educational materials we currently offer. For example of our hard-copy handouts, please refer to Exhibit 22: Health Education Handout Samples.

3-5 ORGANIZATION PROFILE

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company.

Company Name:
Marathon Health, LLC

Parent Company:
General Atlantic

Marathon Health Company Headquarters Address:
20 Winooski Falls Way, Suite 400
Winooski, VT 05404

OurHealth Company Headquarters Address:
10 West Market Street, Suite 2900
Indianapolis, IN 46204

Key Contact Name Title:
Jeff Shea (Executive Vice President, Sales)

Telephone:
(615) 591-0198

E-Mail:
jshea@marathon-health.com

Marathon Health Organizational Profile:

Marathon Health is a privately-held limited liability company, founded in 2005. Our corporate headquarters is located in Winooski, VT and we have regional staff (currently we employ more than 1,000 "Ambassadors") across the country that are geographically aligned with our customers. In addition to our headquarters, we have regional Account Management, Project Management and Sales leaders located across the United States, including:

- Kansas City, KS
- Denver / Loveland, CO
- Charlotte, NC
- Chicago, IL
- Nashville / Kingsport / Chattanooga, TN
- Philadelphia / Erie, PA
- Cincinnati, OH
- Tampa / Pensacola, FL
- Wilmington, DE
- Salt Lake City, UT

- Dallas / San Antonio, TX
- Parchment, MI
- Minneapolis, MN
- Los Angeles, CA

As April 2020, we have provided onsite and near-site health center services (including primary/acute care, chronic condition management, health coaching, occupational health/Worker's Comp, behavioral / mental health counseling, physical therapy, registered dietitian services, virtual healthcare, and more) for over 15 years. We currently manage 178 health centers (and provide services at over 200 total sites of care when including our remote health service locations) for 155 customers in 40 States.

The companies we serve (and have provided health center implementations and conversions for) range in size from 150 to more over 35,000 eligible members in a variety of organizations, including City, County, and State governmental entities, public school districts, legal and financial services, agricultural organizations, textile and apparel manufacturing, Taft-Hartley populations, retail product manufacturing and distribution, medical device manufacturing, defense contractors, energy companies, technology manufacturing and service providers, professional construction and engineering services, and even other health and hospital systems.

The Marathon Health Difference - Our Philosophy

Marathon Health's distinct value proposition derives from our focus on population health risk management (including primary / acute care, health screenings, health coaching, and chronic condition management services). Through this approach, our objective is to change the way businesses and their employees experience healthcare. As a result, we will reduce health and productivity costs, control healthcare spend sustainably, improve the overall health status of the workforce, promote greater adherence to evidence-based medicine, and influence the way employees perceive and receive their healthcare.

Marathon Health's philosophy is to slow down the care process, allowing clinicians to take the time they need to treat the whole person, not just a list of symptoms. Whether we are seeing someone for a sore throat, seasonal allergies, or smoking cessation, we approach each person holistically and use every encounter as an opportunity for health coaching. This results in increased patient satisfaction and health center utilization, as well as improvements in overall health and wellness of both the high-risk and general member population. We deliver superior health outcomes and reduced healthcare costs through our unmatched ability to engage with each individual and empower them to take responsibility for their own health.

For a detailed overview of our company philosophy, mission and the services we offer, please refer to **Exhibit 24: Marathon Health Company Overview**. For a list of the differentiators that make up our value proposition in the marketplace, please refer to **Exhibit 25: The Marathon Health Difference**.

On October 7th, 2019, General Atlantic (MA) Collections L.P., a Delaware limited partnership, purchased a majority share of the membership interests of Marathon Health Parent, LLC, the parent of the operating company, Marathon Health, LLC. General Atlantic is a global growth equity firm providing capital and strategic support for growth

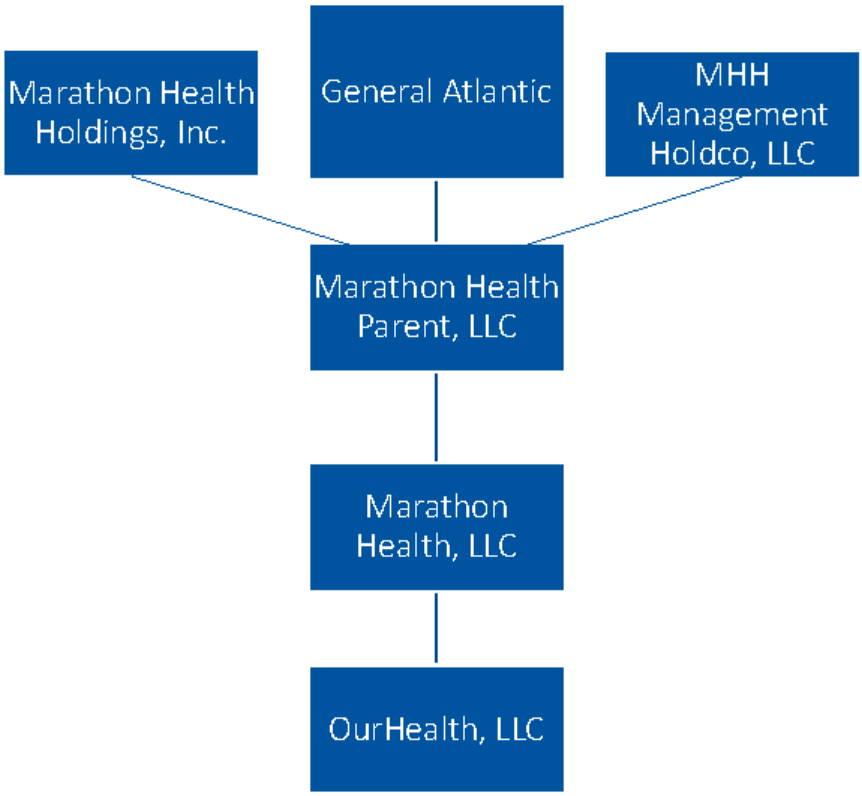
companies. General Atlantic has been a growth investor for more than three decades and currently has 112 portfolio companies across five regions.

On January 15, 2020, Marathon Health entered into an agreement with OurHealth, making OurHealth a wholly-owned subsidiary of Marathon Health, LLC. The strategic combination of these two organizations brings together patient-focused primary care, with capabilities to serve members and their families across the United States. The combined company leverages proven onsite and near-site health center strategies, including OurHealth's MyClinic networks, a near-site network of shared clinics
available in several markets today.

With increased scale, the combined company will accelerate investments that support clinical care and population health capabilities with the goal of achieving the Healthcare Triple Aim – improved patient outcomes, outstanding patient experience and lower total cost of care for patients and employers.

Marathon health
For life.

Organizational Hierarchy Chart



3-6 **COMPANY FINANCIALS (Confidential Separate Envelope)**

Proposers must provide financial statements giving Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

For the information detailed in sections A – E above, please see the **"CONFIDENTIAL_MH Audited Financials 2017 – 2019"** PDF included with our proposal.

Marathon Health's Fixed Fee Pricing Model

Marathon Health charges a fixed, annual fee for our total population health management solution. The annual fee is divided into monthly installments, and customers receive simple, clear, and predictable monthly invoices. While other pricing models such as "cost plus" can result in cost overruns, transparency only after-the-fact, and operational inefficiencies at the expense of the client, our inclusive annual fee provides our clients protection and predictability. It is guaranteed to 110% of your eligible population (i.e. eligibility can grow by 10% with no change in fee), and we never "true up" for cost overruns at the end of the year.

Our fixed fees include:

- All Medical Services rendered within the health center.
- Health Center Staffing
- Medical Equipment & Supplies
- Laboratory Services (CLIA-waived)
- Insurance
- Quality Assurance and Regulatory Compliance
- Health Coaching and Chronic Condition Management Programs
- Account Management (including costs for travel, food, and lodging for all Marathon Health staff associated with the account)
- Technology (i.e. EMR, PHR, eHealth Portal, mobile app)
- Analytics and Standard Reporting Packages
- Member Communications
- Health Promotion Programming

This is just a high-level overview of what is included in our 100% predictable, fixed fee pricing. For an in-depth look at what is included in each of the areas mentioned above, please refer to **Exhibit 26: Marathon Health Fixed Fee Detail**.

This pricing model reflects our firm belief in a better healthcare delivery system: one that is not complicated by fee-for-service, but is solely focused on improving health outcomes by providing the right amount of healthcare at the right time.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[X] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[X] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

MARATHON HEALTH, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Jeff Shea
NAME (PRINT OR TYPE)

Executive Vice President, Sales
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Claims History

On or about January 2, 2016, a former employee of Marathon Health filed a Charge of Discrimination with the United States EEOC alleging causes of action for race and retaliation discrimination. The matter was resolved upon execution of a Settlement and Release Agreement, dated February 2, 2017.

On February 26, 2018, a former employee of Marathon Health filed an EEOC charge alleging sexual harassment in the workplace. The matter was resolved upon execution of a Settlement and Release Agreement, dated June 4, 2019.

3-8 **COMPLAINT NOTIFICATIONS/LAWSUITS**

a. As part of its proposal, Proposer shall provide to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office a list of all instances within the past ten (10) years where a complaint was filed against Proposer in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Proposer discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in violation of applicable Federal and/or Florida law.

b. The Proposer must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Proposer; and (ii) the status of, and Proposer's response to, all pending complaints.

c. Proposer shall provide a description of any lawsuits and the resolution of any such suit brought against your company during the course of doing business in relation to providing on-site medical services within the past (10) years.

d. Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will consider a Proposer's complaint history information and lawsuit information in its review and determination of responsibility. The failure of a Proposer to comply with the requirements in this Section may result in Proposer being deemed non-responsive by the Purchasing Manager. If no complaints or lawsuits have been filed within the last ten (10) years, please so state on Company Letterhead and upload with your response.

Please refer to the "Claims History" document included in our response to the Conflict/Non-Conflict of Interest Statement Form for an answer to the questions above.

3-9 **PERFORMANCE MATRIX**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

a. Do you offer performance guarantees against the IHI's Triple Aim of patient satisfaction, improved health outcomes and redirected claims savings?

Yes. Marathon Health offers performance and service guarantees tied to administrative and clinical performance. We place a portion of our total base fees at risk directly tied to measurable health outcomes, member satisfaction metrics, employer satisfaction metrics, and / or account management metrics.

As a standard practice, Marathon Health places 10% of our entire annual fixed fee at risk in each year of the contract. Risk can be divided in any number of ways. As a general rule,
Marathon Health adheres to the tenets of the IHI Triple Aim initiative and performance is measured across three key areas:

- Patient and member satisfaction
- Health and clinical outcomes
- Per capita reduction in healthcare spending

We believe these are the most innovative, comprehensive performance standards in the industry which cover areas of improvement in the patient experience, improvement of multiple population based health metrics, and overall claims cost savings.

Please refer to **Exhibit 23: Triple Aim Performance Guarantees** for more information.

b. What health indicators or chronic condition measurements do you utilize to measure patient outcomes? Where data sources are these outcomes derived from?

Success of the health center programming is measured through our patient outcomes. Outcomes are tracked on three levels, utilizing data from the EMR collected from both patient visits and claims data integration:

- Patients who are deemed high-risk, but have made progress toward the standard of care.
- Patients who have made sufficient progress to be deemed no longer at risk.
- Patients with chronic conditions, whether at standard of care or not.

We utilize the IHI's Triple Aim framework for patient outcomes that follows HEDIS guidelines and clinical indicators for Standard of Care metrics, and require increasingly high levels of risk mitigation for patients who are at-risk. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and HRA data, and then track how they change over time.

					Marathon Health Goals	
Target Population Patient Engagement	**Will achieve the following results**	**Participants at risk**	**Particpants engaged**	**% Engaged**	**Target**	**% Target**
High Risk Enrolled Employees	70% of at risk employees will be engaged	1405	1128	80%	70%	114%
High Risk Dependents	40% of at risk dependents will be engaged	1007	460	46%	40%	115%
					Marathon Health Goals	
Biometric Risk Factors	**Will achieve the following results**	**Participants Outside Normal Range**	**Participants with Progress or Normal**	**% of Participants Successful**	**Target**	**% Target**
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	389	254	65.30%	40.00%	163%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	257	181	70.43%	40.00%	176%
Glucose (> 100)	Reduce by 15% or below threshold	724	187	25.83%	15.00%	172%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	639	157	24.57%	15.00%	164%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	127	53	41.73%	15.00%	278%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	519	136	26.20%	15.00%	175%
Triglycerides (>= 200)	Reduce by 20% or below threshold	290	117	40.34%	15.00%	269%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	1924	219	11.38%	5.00%	228%
Smokers	Quit for at least 90 days	215	114	53.02%	5.00%	1060%
Chronic Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target**	**% Target**
Diabetics	Average Hemoglobin A1C < 7.5	419	210	50.10%	45.00%	111%
Diabetics	Standard of Care (5 out of 6) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal vaccine * Hepatitis B vaccine * Self Glucose Monitoring or A1c Exists	419	346	82.60%	75.00%	110%
Asthmatics	Standard of Care (5 out of 7) * Annual Influenza * Spirometry Result * Pneumococcal Vaccine * Use of Inhaled Corticosteroids * Medications Appropriate for Severity * Asthma Action Plan * Use of short acting bronchodilator	200	154	77.00%	75.00%	103%

c. How does your organization determine the Performance Guarantee and what percentage of your fees will be at risk? Please provide details on how this fee will be calculated.

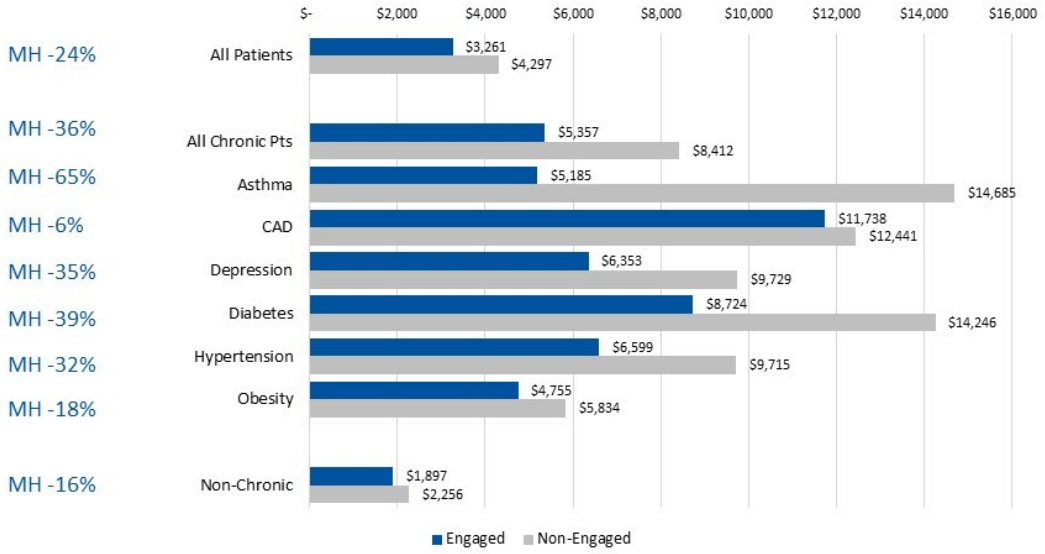
As a standard practice, Marathon Health places 10% of our entire annual “fixed fee” at risk in each year of the contract. We can divide risk any number of ways, based on your clinical outcome and cost savings goals, and we welcome further discussion and negotiations regarding our performance guarantees at the finalist stage.

d. Are you willing to offer guarantees with regards to ROI and/or performance? If so, please describe.

Yes. As part of the Triple Aim performance guarantees, we examine differences in per capita spend between patient's being cared for at the health center versus those who are not. These differences are examined in total, by place of service and by condition. Due to our model of care, and the better patient outcomes we achieve, patients using our health centers have a lower capita cost. These differences in per capita spend translate to lower over paid claims over time.

Engaged Vs. Non Engaged

Average paid by condition



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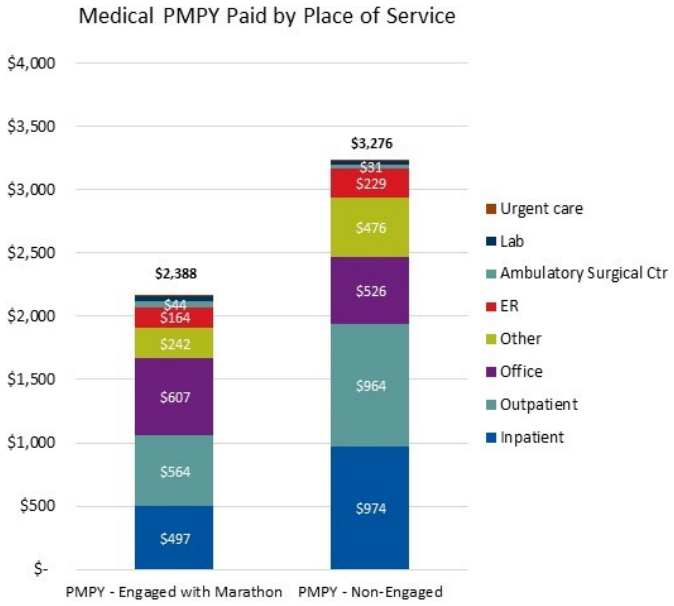
Engaged vs. Non-Engaged

Place of Service



	Users vs. Non-Users Spend by Category
Inpatient	-49%
Outpatient	-42%
Office*	15%
Other	-49%
ER	-29%
Lab	98%
Urgent care	-29%
Total	**-27%**
*Office includes the estimated market value of health center visits	
Users N	3,781
Non-Users N	3,475

Confidential and Proprietary © Marathon Health 2017

3-10 REFERENCES

Complete the Reference Document and include at least five (5) references. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts, and at least one reference from a past customer who is currently not under contract with you. It is preferred that these references be for clients that have hired your firm for performance of Onsite Employee Health Clinic Administration or similar kinds of services. NOTE: The information requested must include a current contact name, phone number, and email address for each reference.

Marathon Health has provided the five reference contacts below based on the provided criteria above, as well as industry, clinical services population, and geographical similarities to Escambia. We encourage you to reach out to any or all of these references to learn about their stories of success in partnership with Marathon Health.

Additionally, with a book of business client satisfaction rating consistently hovering near 100% and a current net promoter score of 88.6, we would be happy to set up reference calls or site visits with any of our 100+ clients. Please contact Jeff Shea at jshea@marathon-health.com for assistance.

Current Customer References:

Escambia County School District *(Pensacola, FL)*
Go-Live Date: June 5, 2013
Contact Name / Title: Kevin Windham (Risk Manager)
Telephone: (850) 469-6218
E-mail: kwindham@escambia.k12.fl.us
Scope of Services: Primary care; health coaching; chronic condition management; onsite dispensing; ePrescribing; Athena; orthopedic injury treatment – sprains, strains; pediatric services; Women's health

City of Plantation *(Plantation, FL)*
Go-Live Date: April 1, 2010
Contact Name / Title: Beverley Ambrosio (Benefits Manager)
Telephone: (954) 797-2244
E-mail: bambrosio@plantation.org
Scope of Services: Primary care; health coaching; chronic condition management; onsite dispensing; ePrescribing

City of Fort Lauderdale *(Fort Lauderdale, FL)*
Go-Live Date: May 23, 2013 (6 years)
Contact Name / Title: Guy Hine (Risk Manager)
Telephone: (954) 828-5494
E-Mail: ghine@fortlauderdale.gov
Scope of Services: Primary care, health coaching, chronic condition management, Women's Health

Briggs & Stratton *(Milwaukee, WI)*
Go-Live Date: July 17, 2019
Contact Name / Title: Ellen Vebber (Sr. Manager, Employee Benefits)
Telephone: (414) 978-4179
E-Mail: vebber.ellen@basco.com
Scope of Services: Primary care, health coaching, chronic condition management, ePrescribing, onsite dispensing, Women's Health, registered dietitian services, work-related injuries (first treatment), physical therapy services, pre-employment drug screenings

Former Customer Reference:
(Please note that we have never had a client terminate our services during a contract period):

HEB Grocery Company (San Antonio, TX)
Go-Live Date: January 25, 2012 (Contract ended Dec. 2015)
Contact Name / Title: Brooke Brownlow (VP, Human Resources)
Telephone: (210) 938-8328
E-mail: brownlow.brooke@heb.com
Scope of Services: Primary care; health coaching; chronic condition management; ePrescribing; audiometric testing; Women's health; work-related injuries (first treatment)

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

MARATHON HEALTH, LLC
Business Name

By:
Signature

Name: Jeff Shea
Printed

Title: EVP of Sales
Printed

Date: 4/14/2020

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, FL
(print name of the public entity)

by Jay Blanchard, Projects Manager
(print individual's name and title)

for Marathon Health, LLC
(print name of entity submitting sworn statement)

whose business address is

20 Winooski Falls Way, Suite 400
Winooski, VT 05404

and (if applicable) its Federal Employer Identification Number (FEIN) is:
26-0103977

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this 14 day of April, 20 20

Personally known ✓
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of VERMONT

My commission expires JAN 31 2021

Teresa Lord Commission No. 0000676 Notary Public State of Vermont

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that MARATHON HEALTH does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

4/14/20
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or (No)

If not a Florida Corporation,
In what state was it created: Delaware
Name as spelled in that State: Marathon Health, LLC

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No.: M16000008237

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Jeff Wells, M.D. Secretary: N/A

Vice President: N/A Treasurer: N/A

Director: Jerry Ford (CEO) Director: Scott La Plant (CFO)

Other: Christina Wahlig (General Counsel) Other:

Name of Corporation (As used in Florida):
Marathon Health, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 20 Winooski Falls Way, Suite 400
City, State Zip: Winooski, VT 05404
Street Address: 20 Winooski Falls Way, Suite 400
City, State, Zip: Winooski, VT 05404

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 26-0103977
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: Jeff Shea **E-mail:** jshea@marathon-health.com

Telephone Number: (615) 591-0198 **Facsimile Number:** (802) 419-5027

Name of individual who will sign the instrument on behalf of the company:
Jerry Ford, CEO
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Provider shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
Chief Executive Officer

END

Verified by:_____ Date:_____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION AND OFFER FORM
Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

INVITATION TO NEGOTIATE

ONSITE EMPLOYEE HEALTH CLINIC ADMINISTRATION
Solicitation Number PD 19-20.035

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 26-0103977

Terms of Payment Net 30

Service commencement Date will be TBD **days after receipt of purchase order**

Vendor Name: Marathon Health, LLC
Address: 20 Winooski Falls Way, Suite 400
City, ST. & Zip: Winooski, VT 05404
Phone: (802) 857-0400
Toll Free: (888) 490-6077
Fax: (802) 419-5027

Jeff Shea, EVP of Sales
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Failure to execute this Form binding the proposer offer shall result in the proposal being rejected as non-responsive.

Scope of Services

Primary Care	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Acute and Episodic Care	Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries	Y	
Management of Chronic Conditions	Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.	Y	
	For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.	Y	
	For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated.	Y	
Routine annual exams and screenings	Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.	Y	Lab processing billed to carrier
	Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.	Y	Lab processing billed to carrier

Supplemental Primary Care Services	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to Client that is not included in the annual fee.	y	Lab processing billed to carrier
Immunizations	Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.	Y	Pass through
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.	Y	

Health Maintenance and Disease Prevention	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Health Risk Assessment	Administered online or in paper version screens	Y	
	General health and well-being	Y	

Scope of Services			
	Health history including symptoms, conditions and family history	Y	
	Tobacco use, alcohol use and stress levels	Y	
Comprehensive Heath Review (CHR)	For high risk individuals and individuals with chronic disease a CHR	Y	
	Online access to complete the Health History and Risk Assessment (HHRA)	Y	
	1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals	Y	
Lifestyle Risk Reduction	For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach	Y	
	Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.	Y	
	Individualized change management plans	Y	
	Proactive support	Y	

Chronic Condition Coaching	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.	Y	
	Coaching, symptom monitoring, and disease education	Y	

Health Engagement System Technology Platform	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)	· Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content	Y	
	· Online scheduling system and secure messaging	Y	
	· Electronic Medical Record	Y	
	· Ability to import encounter data from carrier to provide historical patient encounter information	Y	
	· Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format	Y	
Health Savings Account processing	· For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.	Y	

Account Management and Advisory Services	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee

Scope of Services			
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.	Y	
Clinical Coverage Plan	Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.	Y	
Monthly Reviews	Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.	Y	
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.	Y	
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations	Y	
Strategic Planning	Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.	Y	

Management Reporting and Analysis	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations	Y	
Annual reports including:	• Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.	Y	
	• Review of health center operations including health center volumes and patient engagement	Y	
	• Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.	Y	

Scope of Services

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:	Per unit cost of the service(s)
· Flu vaccine and related supplies supplied at current rates.	Y - pass through
· Mass population biometric screening fees at quoted rates. Actual	Pass through
· Travel costs for health center staff and health screeners to visit	

PLEASE NOTE WHAT EQUIPMENT IS IN THE IMPLEMENTATION FEE:	Include in implementation fee (Y or N)	Per unit cost of the equipment
Medical Equipment		
· Exam table(s)	Y	
· Phlebotomy chair	Y	
· Cholestech (system)	Y	
· AED	Y	
· Autoclave	N	
· Non-CLIA waived tests, CLIA waived tests not included above,		
· Internet connectivity and telephone service for clinic staff (monthly)	Y	
PLEASE LIST ADDITIONAL EQUIPMENT NEEDS BELOW:		
Lab Storage Cabinet		
Medical Grade Fridge	Y	
Medical Grade Freezer		
Lab Fridge		
Exam Room Equipment	Y	
Lab Room Equipment	Y	

ITN 20C-019V

Exhibit B - Clinic Lab Fees

Master On-site Clinic Lab Testing List

Test Name	Cost per unit
Urinalysis	no cost performed in-house
Pregnancy Test, Urine	no cost performed in-house
COMPREHENSIVE METABOLIC PANEL (10231)	$4.60
TSH W/REFLEX TO FT4 (36127)	$ 7.00
Hemoglobin A1c	no cost performed in-house
CBC (INCLUDES DIFF/PLT) (6399)	$3.75
Lipid Panel (In-house)	no cost performed in-house
HEMOGLOBIN A1c (496)	no cost performed in-house
LIPID PANEL (7600)	no cost performed in-house
Glucose (finger stick)	no cost performed in-house
Hemoglobin	$3.50
CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	$44.00
CULTURE, URINE, ROUTINE [395]	$8.50
THINPREP PAP RFX HR HPV (92085)	$71.50
VITAMIN D, 25-HYDROXY, LC/MS/MS (17306)	$23.00
MICROALBUMIN, RANDOM URINE (W/CREATININE) (6517)	$10.80
HEPATIC FUNCTION PANEL (10256)	$5.00
HIV AB, HIV 1/2, EIA, WITH REFLEXES (19728)	$20.50
HELICOBACTER PYLORI AG, EIA, STOOL (34838)	$62.00
URINALYSIS, COMPLETE (5463)	$5.00
RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING (36126)	$4.50
FERRITIN (457)	$6.90
TSH (899)	$6.10
SED RATE BY MODIFIED WESTERGREN (809)	$4.80
ANA IFA SCREEN W/REFL TO TITER AND PATTERN, IFA (249)	$9.30
(urine)CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	$44.00
CBC (H/H, RBC, INDICES, WBC, PLT) (1759)	$3.75
IRON AND TOTAL IRON BINDING CAPACITY (7573)	$8.60
RHEUMATOID FACTOR (4418)	$5.50
Urine Dipstick	no cost performed in-house
CULTURE, GENITAL (4558)	$13.60
THINPREP TIS PAP RFX HPV (58316)	$33.00

If your company provides any of these tests as part of the clinic operations, please confirm the cost for each test.

ITN 20C-019V
Exhibit C - Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
ACID CONTROLLER	FAMOTIDINE	30 x 20MG TAB	$5.49
ALBUTEROL SULFATE	ALBUTEROL SULFATE	3 x 2.5MG/3ML VIAL ML	provided as an in-house treatment at no cost or $7.59 as a
ALLERGY RELIEF	DIPHENHYDRAMINE HCL	30 x 25MG CAP	$6.24
ALLER-TEC	CETIRIZINE HCL	90 x 10MG TAB	$11.95
ALYACEN 7/7/7	NORETHINDRONE-ETHINYL ESTRAD	28 x 7 DAYS X 3 TAB	$10.45
AMARYL	GLIMEPIRIDE	90 x 4MG TAB	$29.10
AMITRIPTYLINE HCL	AMITRIPTYLINE HCL	30 x 25MG TAB	$10.73
AMOX TR-POTASSIUM CL	AMOXICILLIN/POTASSIUM CLAV	100 x 400-57MG/5 SUSP ML	$16.47
AMOXICILLIN	AMOXICILLIN	100 x 400MG/5ML SUSP ML	$5.85
AMOXICILLIN	AMOXICILLIN	30 x 500MG CAP	$7.46
AMOXICILLIN	AMOXICILLIN	150 x 250MG/5ML SUSP ML	$6.89
AMOXICILLIN	AMOXICILLIN	20 x 875MG TAB	$6.12
ANTIBIOTIC EAR SUSPENS	NEOMYCIN/POLYMYXIN B/HYDROCORT	10 x 3.5-10K-1 DROP ML	$31.37
ANTI-DIARRHEAL	LOPERAMIDE HCL	15 x 2MG CAP	$8.37
ANTIFUNGAL	CLOTRIMAZOLE	30 x 1% CREAM CREA GM	$5.36
AUGMENTIN	AMOXICILLIN/POTASSIUM CLAV	20 x 875-125MG TAB	$15.34
BACTROBAN	MUPIROCIN 2% 22GM	22 x 2% 22GM OINT GM	$7.94
BIAXIN	CLARITHROMYCIN	20 x 500MG TAB	$27.17
BICILLIN L-A	PENICILLIN G BENZATHINE	10 x 1.2MM/2ML SYRI ML	$187.73
BLEPH-10	SULFACETAMIDE SODIUM	15 x 10 % DROP ML	$41.72
BONINE	MECLIZINE HCL	30 x 25MG TAB CHEW	$4.29
CARDURA	DOXAZOSIN	30 x 4MG	$15.27
CELEXA	CITALOPRAM HYDROBROMIDE	30 x 20MG TAB	$4.78
CEPHALEXIN	CEPHALEXIN	100 x 250MG/5ML SUSP ML	$20.80
CHILD IBUPROFEN	IBUPROFEN	120 x 100MG/5ML ORAL ML	$8.06
CHILDREN'S NON-ASPIRI	ACETAMINOPHEN	120 x 160MG/5ML LIQU ML	$4.15
CIPRO	CIPROFLOXACIN HCL	14 x 500MG TAB	$8.24
COZAAR	LOSARTAN POTASSIUM	90 x 100MG TAB	$25.89
COZAAR	LOSARTAN POTASSIUM	90 x 50MG TAB	$20.72
DEPO-PROVERA	MEDROXYPROGESTERONE ACETATE	1 x 150MG/ML VIAL ML	$76.19
DIFLUCAN	FLUCONAZOLE	1 x 150MG TAB	$5.55
DIPHEDRYL	DIPHENHYDRAMINE HCL	120 x 12.5MG/5ML LIQU ML	$5.19
ELIMITE	PERMETHRIN	60 x 5% LOT GM	$56.06
FERROUSUL	FERROUS SULFATE	100 x 325(65)MG TAB	$4.35
FLAGYL	METRONIDAZOLE	14 x 500MG TAB	$7.81
FLEXERIL	CYCLOBENZAPRINE HCL	21 x 10MG TAB	$4.28
FLOMAX	TAMSULOSIN HCL	30 x 0.4MG CAP	$11.23
FLONASE	FLUTICASONE PROPIONATE	16 x 50MCG SPR GM	$9.99
FLOVENT HFA	FLUTICASONE PROPIONATE	12 x 110MCG AER GM	$273.07
GAS RELIEF 80	SIMETHICONE	30 x 80MG TAB CHEW	$3.94
GLUCOPHAGE	METFORMIN HCL	180 x 1000MG TAB	$11.07
GLUCOPHAGE ER	METFORMIN HCL ER	90 x 500MG TAB	$7.94
GLUCOTROL	GLIPIZIDE	30 x 10MG TAB	$5.04
HYDROCHLOROTHIAZID	HYDROCHLOROTHIAZIDE	90 x 25MG TAB	$6.33
HYDROCORTISONE	HYDROCORTISONE	30 x 2.5% CRM GM	$43.06
HYDROXYZINE HCL	HYDROXYZINE HCL	20 x 25MG TAB	$6.41
IMITREX	SUMATRIPTAN SUCCINATE	9 x 50MG TAB	$7.34
KEFLEX	CEPHALEXIN	40 x 500MG CAP	$10.69
LAMISIL	TERBINAFINE HCL	30 x 250MG TAB	$11.41
LANTUS	INSULIN GLARGINE,HUM.REC.ANLOG	10 x 100/ML VIAL ML	$300.20
LEVAQUIN	LEVOFLOXACIN	10 x 500MG TAB	$7.39
LEXAPRO	ESCITALOPRAM OXALATE	90 x 10MG TAB	$14.82
LIPITOR	ATORVASTATIN CALCIUM	90 x 40MG TAB	$15.30
LOPID	GEMFIBROZIL	30 x 600MG	$7.62
LOPRESSOR	METOPROLOL TARTRATE	30 x 50MG TAB	$5.34
LUTERA	LEVONORGESTREL-ETHIN ESTRADIOL	28 x 0.1-0.02 TAB	N/A
MACRODANTIN	NITROFURANTOIN MACROCRYSTAL	28 x 100MG CAP	$31.76
METROGEL-VAGINAL	METRONIDAZOLE	70 x 0.75 % GEL GM	$106.52
MOTION SICKNESS	MECLIZINE HCL	30 x 25MG TAB	$4.29
MOTRIN	IBUPROFEN	30 x 800MG TAB	$6.91
MUCINEX DM	GUAIFENESIN/DEXTROMETHORPHAN	20 x 200MG-30MG TAB	$6.34
NAPHCON-A	NAPHAZOLINE HCL/PHENIRAMINE	1 x 0.025-0.3% DROP ML	$12.10

ITN 20C-019V

Exhibit C - Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
NAPROSYN	NAPROXEN	30 x 500MG TAB	$6.64
NASAL DECONGESTANT	OXYMETAZOLINE HCL	30x 0.05 % SPR ML	$4.28
NEURONTIN	GABAPENTIN	90 x 100MG CAP	$6.82
NOBLE FORMULA HC	HYDROCORTISONE	30 x 1% CRM GM	$5.60
NON-ASPIRIN EXTRA STR	ACETAMINOPHEN	30 x 500MG TAB	$3.94
NORVASC	AMLODIPINE BESYLATE	90 x 5MG TAB	$4.75
NYSTATIN	NYSTATIN	15 x 100,000 UNIT CRM GM	$13.05
OYSTERCAL-D	CALCIUM CARBONATE/VITAMIN D3	60 x 500MG-400 TAB CHEW	$5.25
PENICILLIN V POTASSIUM	PENICILLIN V POTASSIUM	28 x 500MG TAB	$6.26
PEPCID	FAMOTIDINE	30 x 40MG TAB	$6.31
PREDNISONE	PREDNISONE	30 x 10MG TAB	$8.07
PRELONE	PREDNISOLONE	15MG/5ML 60 SOLN	$42.96
PRILOSEC	OMEPRAZOLE	90 x 20MG CAP	$9.15
PRINIVIL	LISINOPRIL	90 x 20MG TAB	$7.96
PROAIR HFA	ALBUTEROL SULFATE	8.5 x 90MCG HFA GM	$39.35
PROMETHAZINE HCL	PROMETHAZINE HCL	30 x 25MG	$6.65
PROZAC	FLUOXETINE HCL	30 x 20MG CAP	$4.50
ROMYCIN	ERYTHROMYCIN BASE	3.5 x 5MG/GRAM OINT GM	$46.48
SEPTRA DS	SULFAMETHOXAZOLE/TRIMETHOPRIM	14 x 800-160MG TAB	$5.49
SINGULAIR	MONTELUKAST SODIUM	30 x 10MG TAB	$9.49
ST. JOSEPH ASPIRIN	ASPIRIN	120 x 81MG TAB	$4.23
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 125MCG TAB	$17.41
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 75MCG TAB	$15.52
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 100MCG TAB	$15.66
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 50MCG TAB	$12.59
TEARS NATURALE	DEXTRAN 70/HYPROMELLOSE	15 x DROP ML	N/A
TENORMIN	ATENOLOL	90 x 50MG TAB	$9.78
TRAZODONE HCL	TRAZODONE HCL	30 x 100MG TAB	$10.34
TRIAMCINOLONE ACETO	TRIAMCINOLONE ACETONIDE	15 x 0.5% CRM GM	$9.25
TUSSIN DM	GUAIFENESIN/DEXTROMETHORPHAN	120 x 100-10MG/5 SYRU ML	$6.34
VIBRAMYCIN	DOXYCYCLINE HYCLATE	20 x 100MG CAP	$13.51
WELLBUTRIN SR	BUPROPION HCL	60 x 150MG TAB	$33.75
XULANE	NORELGESTROMIN/ETHIN.ESTRADIOL	3 x 150-35/24H PATC	$219.45
ZESTORETIC	LISINOPRIL/HYDROCHLOROTHIAZIDE	90 x 20MG-25MG TAB	$8.98
ZESTRIL	LISINOPRIL	90 x 40MG TAB	$8.50
ZESTRIL	LISINOPRIL	90 x 10MG TAB	$5.84
ZITHROMAX	AZITHROMYCIN	6 x 250MG TAB	$5.74
ZOCOR	SIMVASTATIN	90 x 40MG TAB	$8.15
ZOCOR	SIMVASTATIN	90 x 20MG TAB	$6.58
ZOFRAN ODT	ONDANSETRON	10 x 8MG TAB	$5.37
ZOLOFT	SERTRALINE HCL	30 x 50MG TAB	$4.30
ZOVIRAX	ACYCLOVIR	35 x 800MG TAB	$14.89
ZYLOPRIM	ALLOPURINOL	30 x 300MG TAB	$16.07

If your company provides any of these medications as part of the clinic operations, please confirm the cost for each medication.

dispensed RX

Annual Operating Costs						
	2020	2021	2022	2023	2024	
Salaries, Wages, and Benefits						
Physician	$ 215,000	$ 225,750	$ 237,038	$ 248,889	$ 261,334	1 FTE
Nurse Practitioner	$ 230,000	$ 241,500	$ 253,575	$ 266,254	$ 279,566	2 FTE
Registered Nurse						
Medical Assistant	$ 120,000	$ 126,000	$ 132,300	$ 138,915	$ 145,861	3 FTE
Receptionist	$ 35,000	$ 36,750	$ 38,588	$ 40,517	$ 42,543	1 FTE
Other- (Employement Taxes and Benefits)	$ 150,000	$ 157,500	$ 165,375	$ 173,644	$ 182,326	
Replacement Costs	$ 49,200	$ 51,660	$ 54,243	$ 56,955	$ 59,803	Temporary staff for vacation coverage
Total Salaries, Wages and Benefits	$ 799,200	$ 839,160	$ 881,118	$ 925,174	$ 971,433	
Medical Supplies	2020	2021	2022	2023	2024	
Medical Supplies	$ 40,836	$ 48,281	$ 56,732	$ 62,166	$ 68,000	
Pharmaceutical Supplies	N/A	N/A	N/A	N/A	N/A	Prescription drug costs are not included in Marathon Health's fixed fee. They are passed through at cost, directly to the customer as incurred.
Annual Operating Costs						
Salaries, Wages, and Benefits	2020	2021	2022	2023	2024	
Immunizations/Vaccinations	N/A	N/A	N/A	N/A	N/A	Immunizations and vaccine costs are not included in Marathon Health's fixed fee. They are passed through at cost, directly to the customer as incurred.
Total Medical Supplies	$ 40,836	$ 48,281	$ 56,732	$ 62,166	$ 68,000	
Supplies + Fees	2020	2021	2022	2023	2024	
Office Supplies	$ 5,578	$ 5,990	$ 6,406	$ 7,063	$ 7,769	
Lab Supplies	CLIA waived labs included					CLIA waived labs are included in our fixed fee. Outside lab costs are passed through at cost, directly to the customer as incurred.
HRAs	Included in fixed fee					
Technology Services	Included in fixed fee					
Computer Supplies	Included in fixed fee					
Datalines	Included in fixed fee					
IT Security (Technology Services)	Included in fixed fee					
Payment Processing Fees	Included in fixed fee					
Total Supplies and Fees	$ 5,578	$ 5,990	$ 6,406	$ 7,063	$ 7,769	
Insurance	2020	2021	2022	2023	2024	
Medical Malpractice Insurance	$ 15,447	$ 17,506	$ 19,799	$ 21,032	$ 22,338	
Other Insurance	$ 10,298	$ 11,671	$ 13,199	$ 14,021	$ 14,892	Workers compensation/general liability insurance
Total Insurance	$ 25,745	$ 29,177	$ 32,998	$ 35,053	$ 37,230	
Other Expenses	2020	2021	2022	2023	2024	
Dues & Subscriptions	$ 8,400	$ 8,820	$ 9,261	$ 9,724	$ 10,210	
Licenses & Certifications	Included in Dues & Subscriptions					
Staff Recruitment	Included in fixed fee					
Laundry & Uniforms	$ 1,116	$ 1,198	$ 1,281	$ 1,413	$ 1,554	
Medical Waste Removal	$ 2,231	$ 2,396	$ 2,562	$ 2,825	$ 3,108	
Professional Development (Education & Conference)	$ 7,200	$ 7,560	$ 7,938	$ 8,335	$ 8,752	
Promotion & Communication	Included in fixed fee					
Travel	Included in Professional Development above					
Other- (Onsite drug dispensing)	$ 3,600	$ 3,780	$ 3,969	$ 4,167	$ 4,376	
Other- (Telephony)	$ 3,360	$ 3,528	$ 3,704	$ 3,890	$ 4,084	
Other- (Equipment maintenance and replacement)	$ 8,785	$ 9,224	$ 9,685	$ 10,170	$ 10,678	
Total Other Expenses	$ 34,692	$ 36,506	$ 38,401	$ 40,523	$ 42,761	
Management Fee	2020	2021	2022	2023	2024	
Other- (Participant and Customer Services)	$ 416,829	$ 429,909	$ 442,819	$ 461,421	$ 480,776	Please see "Service Fee Components" for a full list of what is included in this line item
General & Administrative Services	$ 71,124	$ 74,680	$ 78,414	$ 82,335	$ 86,452	
Management Fee	$ 99,600	$ 104,580	$ 109,809	$ 115,299	$ 121,064	Clinic Management
Profit	$ 165,956	$ 174,254	$ 182,966	$ 192,115	$ 201,721	
Total Management Fees	$ 753,509	$ 783,423	$ 814,009	$ 851,170	$ 890,013	
Total Fees	Total	Total	Total	Total	Total	
Total Operating Expenses	$ 1,659,560	$ 1,742,538	$ 1,829,665	$ 1,921,148	$ 2,017,206	
Net Operating Expenses (Total Operating - Medical Supplies)	$ 1,618,724	$ 1,694,257	$ 1,772,933	$ 1,858,983	$ 1,949,206	
Notes:						
Projected Clinic Utilization (Unique Count)	2020	2021	2022	2023	2024	
Engagement						
Unique Member Visits	1856	2090	2339	2339	2339	Unique members engaged

April 14th, 2020

Escambia County

Service and Fee Summary

Marathon Health shall provide a nearsite health center to be operated at Escambia County Government in Pensacola, FL, including Marathon Health's population health management model and health engagement technology platform for eligible employees and spouses.

Eligible Participants:

Employees 4,078
Spouses ..... 500 (estimate)
Children ..... 1,000 (estimate)

Service fees

Model	Staffing	Annual service fee*	One-time implementation fee**
Recommended Model	1 FTE Physician 2 FTE Nurse Practitioner 3 FTE Medical Assistant 1 FTE Practice Support Specialist	$1,659,560	~~$116,315~~ (waived)
Virtual Care	2 Virtual Care Diagnostic Units	~~$20,000~~ (waived)	
+ Optional Physical Therapy	+ 1 FTE Physical Therapist	+$166,250	+$36,847
+ Optional Behavioral Health	+ 1 FTE Behavioral Health Counselor	+124,250	+$15,670

* *First-year fee only; fee increases by 5% in subsequent years. Billed monthly.*
** *Due at contract signing.*

Services included in annual fee

Primary care

- Episodic care
- Management of chronic conditions
- Routine annual exams and screenings
- Travel medicine
- Pediatric care
- Lab draws
- Immunizations
- Allergies
- CLIA-waived labs

Health Maintenance and Prevention of Disease

- Health Risk Assessment - Administered online or in paper version screens for:
  - General health and well-being
  - Health history including symptoms, conditions and family history
  - Tobacco use, alcohol use and stress levels
- Comprehensive Heath Review (CHR) - For high risk individuals and individuals with chronic disease a CHR utilizing:
  - Online access to complete the Health History and Risk Assessment (HHRA)
  - One-on-one consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- Lifestyle Risk Reduction - For high risk individuals agreeing to follow-up with the Marathon Health care provider as their personal health coach:
  - Work one-on-one with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
  - Scientifically-based behavior change methodologies including Transtheoretical Model, Model for Improvement, and Motivational Interviewing used to:
    - Create individualized change management plans
    - Proactive support for individuals including outreach and follow up

Chronic Condition Coaching – For individuals with chronic diseases (Diabetes, COPD, Asthma, CHF, CAD, HTN, Depression, Low Back Pain)

- One-on-one consultation with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their condition (standard of care).
- Coaching, symptom monitoring, and disease education
- Increased adherence to appropriate medication

Occupational Health Services

- Work-related injuries – First treatment of minor injuries; sprains, strains, cuts, dermatitis, insect bites
- Routine pre-employment physicals (excluding exams required for specific roles or job functions)
- Role-specific pre-employment or annual physicals
  - Firefighter
  - Police
- Department of Transportation (DOT) physicals per DOT regulations
- Audiometric testing
- Respiratory fit testing
- Fitting of respiratory masks

Physical Therapy Services (Optional)

- Physical therapy for routine conditions including, but not limited to, carpal tunnel, back pain, shoulder pain and orthopedic injuries.
- Ergonomic assessments
- Advanced wellness musculoskeletal assessment
- Functional capacity testing
- Preventative exercise prescriptions
- Ultrasound and electrical stimulation therapy

Behavioral Health Counseling Services (Optional)

Individual, couples and family counseling for behavioral health issues and concerns including stress, depression, anxiety, grief, relationships, eating disorders and substance abuse for adults and children age 12+.

Virtual Health Services (2 units)

A diagnostic care toolkit connects remote employees (geographically remote from the health center) for a real-time virtual (video and diagnostic tool-based) encounter with their Marathon Health provider located in Pensacola, FL.

Virtual diagnostic encounters cover ambulatory care needs including heart, lung, ear, chest, throat and skin exams, with accompanying toolkit peripherals for weight, blood pressure, and pulse oximetry. Virtual preventative care/health coaching encounters occur through real-time connection via the diagnostic toolkit video interface. Available for remote employees/members during the regular business hours of the Escambia County's health center(s).

Onsite Pre-Packaged Pharmaceutical Dispensing

Assorted pre-packaged medications conveniently provided onsite at the time of care. Cost of drugs is not included in annual fee, but is provided to customer at cost (no mark-up).

Note: Onsite dispensing for this proposal is allowed based on a preliminary review of pharmacy law. Inclusion of this service is subject to a complete review based on the formulary, health center staff composition, and any recent changes to law.

Health Engagement System™ technology platform -- For up to 110% of eligible employees and spouses

- Electronic Medical Record (EMR)
- Personal Health Record (PHR) and eHealth portal with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging for patients
- Health Spending Account processing: For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), Marathon Health provides the ability to send a claim

for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.

- Integrated technologies supporting patient education and clinical workflow (Healthwise, clinical decision support, ePrescribe, medication dispensing).
- Data services--ability to import encounter data from carrier to provide historical patient encounter information, improving continuity of care; export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format.

Account Management and Advisory Services

- One Point of Contact: An assigned Account Manager provides one point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
- Clinical Coverage Plan: Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
- Monthly Reviews: Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.
- Annual Review: Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
- Ongoing Health Promotions: Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations.
- Strategic Planning: Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Management Reporting and Analysis

- Monthly and annual reports on health center activity, population health status and estimated return on investment (ROI)
  - Monthly client activity and trends report including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT-4 code, diagnoses by ICD-10 code, prescriptions written, and overall savings from operations.
  - Annual reporting including:
    - Population stratification identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.

- Review of health center operations including health center volumes and patient engagement
- Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations, PMPY cost of health center users vs. non-users, and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- User vs. non-user medical cost analysis by visit frequency, place of service and chronic condition (requires complete carrier raw data extract in specified format)

- Up to 20 hours of custom reporting per year. Additional custom reporting is available at the rate of $150/hr plus materials.

Participant Communications and Promotions

- Pre-launch multimedia communication campaign including site posters, events, digital communication, and mailings to the home
- Quarterly communication campaign with customizable, templated material to promote services. Outreach is customizable and specific to client's needs, based on review of their population health risk stratification report.
- Health Promotion Catalog including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.
- *MyHealth Report* including email and home mailings to promote access to a personalized health reports for all participants.
- The standard communication package includes all the production and printing costs.

Equipment Included in Implementation Fee

Marathon Health assumes that the customer owns all equipment needed to perform the services described in this document. If this is not the case, or if upon inspection the equipment is not in adequate condition, the implementation fee shall be adjusted accordingly.

2 Virtual Care Diagnostic Units

Physical Therapy Equipment (Optional service)

- PT table
- PT basic equipment
- PT combo ultrasound/electrical stimulation machine
- PT functional capacity equipment

Optional/Additional fees

Mass population biometric screening fee.....At quoted rates

Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.

Onsite pre-packaged pharmaceuticals ..... At cost

Cost of other prescription medications, vaccines and durable medical equipment; acquisition of flu vaccine and related supplies

Service fee assumptions

- Fees include all labor costs, medical supplies (except prescription medications and vaccinations), insurances (medical liability, worker's compensation & general liability), and other operating costs of the health center.
- Fees are guaranteed for up to 110% of the eligible participant count(s) above.
- Fees cover implementation services, including, as applicable, the cost of initial recruitment & training of staff, acquisition of equipment, initial supplies, technology user setup, initial roll-out communications to participants, a participant eligibility file interface, health center signage and décor, and travel costs for up to three onsite visits by the project manager. Marathon Health retains ownership of the equipment and is responsible for their maintenance and replacement.
- Client is responsible for providing appropriate facilities for the onsite health center, including telephone service and internet connections. If the space is not currently furnished, Marathon Health can arrange for the acquisition of needed furnishings and will pass the cost through to the Client. Travel costs associated with moving the location of a health center are not included in the fee quoted.
- If the negotiated salary for health center staff is more than 5% higher than the assumed staff salary, and the Client instructs Marathon Health to hire the candidate anyway, the additional salary amount and benefit load will be passed on to the Client.
- Client is responsible for externally processed labs. Cost of pharmaceuticals and vaccinations (including flu shots) are not included.
- Other costs not specifically listed above are billed to the Client as incurred, including care provider travel between Client locations if applicable, Marathon Health support staff travel costs associated with re-location of health center(s), excess or customer-branded communications materials, additional data interfaces, and other unexpected third-party costs incurred as a result of service modifications requested by the Client.

Escambia County
Projected Savings & ROI
Primary & Acute Care, Risk Mitigation, Disease Mgt., Onsite Rx
Staffing - 1 FTE Physician, 2 FTE Nurse Practitioner, 3 Medical Assistant,
1 FTE Practice Support Specialist
Optional: 1 FTE Physical Therapist, 1 FTE Behavioral Health Counselor

	Year 1	Year 2	Year 3	Total
Service Fees for Proposed Model	$ 1,659,560	$ 1,742,538	$ 1,829,665	$ 5,231,763
Projected Savings & ROI				
Redirected Care:				
Primary care	$ 619,923	$ 739,922	$ 877,718	$ 2,237,562
Work-related injury treatment	47,658	50,517	53,548	151,723
Occupational health	139,899	148,293	157,191	445,382
Prescription drug dispensing (net)	139,053	184,245	195,299	518,597
	946,532	1,122,976	1,283,756	3,353,264
Utilization Reduction :				
Specialty care	115,099	249,555	269,427	634,080
Emergency services	272,031	491,510	530,649	1,294,189
Hospital inpatient	211,131	457,770	823,703	1,492,603
Hospital outpatient	91,638	170,304	306,442	568,384
Prescription drug savings from risk mitigation	37,986	117,659	127,028	282,673
Radiology	6,326	19,595	21,155	47,077
Physical Therapy Savings From Risk Mitigation	18,266	19,802	21,379	59,446
Direct work injury medical cost (DART injuries)	153,618	166,536	179,797	499,952
	906,095	1,692,730	2,279,579	4,878,404
Payroll & Benefits:				
Indirect work injury costs for DART (wages paid, training, admin, etc.)	159,410	183,184	197,771	540,365
Saved time away from work - primary care visits	294,024	340,700	389,912	1,024,636
Saved time away from work - PT and/or behavioral health	-	-	-	-
Saved time away from work - occupational health visits	193,321	199,120	205,094	597,535
Disability savings	83,776	176,500	308,603	568,878
	730,530	899,504	1,101,379	2,731,414
Total projected hard savings	2,583,157	3,715,211	4,664,714	10,963,082
Net projected hard savings	$ 923,597	$ 1,972,673	$ 2,835,049	$ 5,731,319
Net PMPM equivalent	$ 13.80	$ 29.47	$ 42.35	
Projected hard ROI	1.6	2.1	2.5	2.1
Projected Savings & ROI with Soft Savings				
Presenteeism improvement	$ 528,396	1,113,234	1,946,442	3,588,073
Turnover reduction	234,843	494,771	865,085	1,594,699
Total projected soft savings	763,239	1,608,005	2,811,528	5,182,772
Total projected hard & soft savings	3,346,395	5,323,216	7,476,242	16,145,853
Net projected hard & soft savings	$ 1,686,835	$ 3,580,678	$ 5,646,577	$ 10,914,090
Net PMPM equivalent	$ 25.20	$ 53.49	$ 84.36	
Projected hard & soft ROI	2.0	3.1	4.1	3.1

	Year 1	Year 2	Year 3	Total
Optional Service Fees & ROI				
Physical Therapy				
Service Fees	$ 166,250	$ 174,563	$ 183,291	$ 524,103
Redirected care	$ 229,321	$ 273,710	$ 324,683	$ 827,714
Downstream savings - musculoskeletal costs and saved work time	280,349	382,441	452,942	1,115,732
Total projected savings	$ 509,670	$ 656,151	$ 777,625	$ 1,943,446
Projected ROI	3.1	3.8	4.2	3.7
Behavioral Health				
Service Fees	$ 124,250	$ 130,463	$ 136,986	$ 391,698
Redirected care	$ 92,230	$ 110,083	$ 130,584	$ 332,897
Downstream savings - presenteeism, disability, and saved work time	432,454	627,486	751,611	1,811,550
Total projected savings	$ 524,683	$ 737,569	$ 882,194	$ 2,144,447
Projected ROI	4.2	5.7	6.4	5.5
Total service fees: Proposed model + Optional Services	$ 1,950,060	$ 2,047,563	$ 2,149,941	$ 6,147,564
Total projected savings: Proposed model + Optional Services	$ 4,380,749	$ 6,716,936	$ 9,136,062	$ 20,233,746
Total projected ROI: Proposed model + Optional Services	2.2	3.3	4.2	3.3

Marathon Health
Service Fee Components
(As Applicable)

Health Center Services

- Primary and acute care
- Occupational health
- Chronic condition management
- Health coaching and screening
- Physical therapy
- Behavioral health counseling
- Prescription medication dispensing (excluding cost of drugs)
- CLIA-waived laboratory tests
- Immunizations and injections (excluding cost of vaccines)
- External lab draws
- Medical supplies
- Referral management
- Health challenges, group education, health fair support
- HSA fee collection

Clinical Management

- Provider technology – EMR, e-prescribing, decision support
- Clinical operations support and oversight
- Quality control
- Training & development
- Regulatory compliance

Participant Services

- Communications strategy and plan
- Incentives and wellness challenge strategy and support
- Production and printing of communications materials
- Healthy Like Me campaign
- MyHealth report
- Personal health record
- Health risk assessments
- Secure messaging with provider team
- Appointment scheduling and electronic reminders
- Health activity tracking
- Incentives platform
- Mobile app
- Claims submission/HSA processing
- Patient surveys
- Medical record requests
- Help desk services

Customer Services

- Account management
- Health center management
- Broker / consultant engagement
- Annual review / vendor summit
- Technology platform
- Interface operations - encounter imports, census, data feeds
- Healthcare analytics services
- Clinical Activity and Trends (CAT) Reporting - monthly, annual, custom
- Financial and Clinical Trends (FACT) reporting
- Customer forum
- HIPAA and IT security

General and Administrative

- Human resources
- Executive leadership and support
- Supplies purchasing
- Billing/finance
- Corporate facilities

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: McLellan Health

- Target clinic opening date?
  See above
- Scope of current occupational health services?
  See above
- Total number of occ health visits (also broken down by type if possible)
  See above
- Were all the occ health visits listed on page 29 handled in the clinic?
  See above
- Which clinic staff member is currently providing the DOT physicals? RN, NP, etc.
  See above

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: Magellan Health

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Occupational Health Services

Poor employee health is costing businesses as much as $260 billion per year in lost productivity and absenteeism. Unhealthy employees can lead to an increase in accidents, turnover, and claims costs. **The Center for Disease Control and Prevention finds occupational health services save money by reducing absenteeism due to illness or injury, overtime to cover absent employees, and costs to train replacement employees.**

Our Solution

Marathon Health's occupational health services manage workplace injury and disability. **We tailor our occupational health service options to fit the needs of your business, workforce, and state worker's compensation laws.**

Worksite health centers provide initial treatment of injury to reduce use of expensive ER services. Other occupational healthcare services, included below, can be added to meet the needs of your organization.

Physical Exams and Screenings: To prevent injury and disability, we offer pre/post-employment, DOT, police, and firefighter physicals, ergonomic assessments, respirator clearance exams, travel medicine, medical surveillance, as well as drug and alcohol testing, vision testing, spirometry, audiometry, and return to work medical clearance.

Physical Therapy: To improve employee mobility and reduce or eliminate pain, physical therapists perform physical assessments and treat strains and injuries on the back, neck, arms, and legs. A physical therapist can perform wellness assessments and treatment plans to decrease expensive downstream musculoskeletal costs.

Case Management: A dedicated case manager coordinates care of injured employees and communicates treatment status with the employer with the goal of reducing recovery time and work-loss days.

Proven Savings

Marathon Health measures the impact of worksite occupational health services through redirected care savings and reduction of work-loss injury. Occupational health services also support higher employee productivity and reduce absenteeism.

As demonstrated, Marathon Health's first treatment of injury reduces emergency department use by 20 percent and achieves up to 30 percent reduction in injury costs with case management. Additionally, Marathon Health models that occupational health services reduce DART injuries by 5 to 10 percent and reduces medical and indirect costs by 10 percent.

20% ↓

Reduction in emergency department use with occupational health services

30% ↓

Reduction in injury costs with case management.

> "As a city, we're spending taxpayer dollars and are mindful of that. We wanted reporting to show ROI as well as claim cost avoidance."
>
> *– Madeline Green, director of risk management, City of Chattanooga*

Marathon health® For life.

Occupational Health Service by Role

Occupational Service	Description	Training Requirements	MA	LPN/ LVN	RN	NP	PA	MD/ DO	PT
Urine Drug Screen DOT	5 Panel UDS	Completion of UDS Media Lab training and certified through practice mock sessions. See Urine Drug Screen Policy (UDS) Policy	●	●	●	●	●	●	
Urine Drug Screen non-DOT	All UDS that is not DOT regulated	Completion of UDS Media Lab training and certification through practice mock session, just like DOT; See Urine Drug Screen Policy (UDS) Policy	●	●	●	●	●	●	
Breath Alcohol Testing BAT	DOT or non-DOT regulated breath alcohol testing	Online course completion and training session done to practice mock sessions.	●	●	●	●	●	●	
Pulmonary Function Testing PFT	PFT for non-work related exams	Online course completion and certified through mock sessions	●	●	●	●	●	●	
Pulmonary Function Testing for Firefighters	Spirometry that is used to calculate FVC and FEV1	Completion of NIOSH approved spirometry training course. Typically a 2 day course.	●	●	●	●	●	●	
Respiratory Fit Testing (qualitative)	A qualitative test of pass/fail that relies on the employee's response to test agent. OSHA Protocols include bitrex, irritant smoke or saccharin.	Watch below video and completion of Media Lab Training: https://www.osha.gov/video/respiratory_protection/fittesting.html	●	●	●	●	●	●	
Respiratory Fit Testing (quantitative)	A quantitative test includes the use of a PortaCount by measuring the concentration of particles that leak into a respirator.	Clinician trained on PortaCount machine.	●	●	●	●	●	●	
Audiometry	Measuring an individuals hearing involving thresholds and differing frequencies.	Trained by a certified technician if using an autoprocessor audiometer.	●	●	●	●	●	●	
EKG test		Can be performed by any clinician that is familiar and comfortable with the EKG machine. A media lab training is required with competency sign off.	●	●	●	●	●	●	
EKG Interruption	EKG interpretation and recognition of any life threatening cardiac arrhythmias.	Depends upon comfort level of clinician (NP, PA, MD/DO) If clinician is not comfortable can ask collaborating MD to do EKG overreads. See Performance of EKG's policy.				●	●	●	
Titmus Vision Screener	Vision screener used for screening employees of various job functions.	No required training. Staff should be comfortable with using the machine and review the manual on operations.	●	●	●	●	●	●	

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Occupational Service	Description	Training Requirements	MA	LPN/ LVN	RN	NP	PA	MD/ DO	PT
1st Treatment of Injury	1st treatment of any work-related injury that may occur to an employee on the job.	Varies by state law. First treatment of injury sometimes require a board certified occupational health specialist.				●	●	●	
Workers' Compensation	Ongoing treatment and exam performed on individuals who have been out on workman's compensation claim.	Varies by state law. Workers compensation sometimes require a board certified occupational health specialist.				●*	●*	●*	
Return to Work Physicals	This physical evaluates a candidate who has been out of work for any reason to see if they are physically fit for the job description they will be starting.	Varies by state law. Workers compensation sometimes require a board certified occupational health specialist.				●*	●*	●*	
Fire Fighter Physical Part 1	Includes blood draw, PFT, Audiometry, vision, immunization, EKG	See above training for audiometry, vision screening and PFT.	●	●	●	●	●	●	
Fire Fighter Physical Part 2	Includes physical exam and review of medical questionnaire	No additional training to complete fire fighter physical. Provider should reference NFPA 1582 on guidelines for medical examination.				●	●	●	
Police Physicals	Includes blood draw, PFT, audiometry, vision, TB, EKG, physical exam and review of medical questionnaire	No additional training to complete for a police physical. Provider should reference any state, county or city guidelines for academy or squad admittance.				●	●	●	
DOT Physical	An examination required by the DOT in order for an individual to receive a commercial driver's license.	Must be a certified medical examiner which includes completion of online or classroom training and passing the certification test required by FMCSA.				●	●	●	
Fit for Duty Exams	An examination to determine if a worker is ready to return to work after an injury, the examiner ensures that the worker has the capacity to safely perform the essential job functions with or without accommodation. May require a completed FCE prior to exam for examiner to evaluate.	Occupational Health Physician is most states						●	
Medical Surveillance	An evaluation of exposure to chemicals or agents to determine levels are appropriate with protection provided by employer. Examples: Hexavalent Chromium, Asbestos and Silica	No training required, but review of Marathon policy and forms required.				●	●	●	
Functional Capacity Evaluations	Physical evaluation that includes an examination of strength, range of motion, flexibility, etc.	Typically performed by Physical Therapist							●

**Refer to state laws. Possibly needs to be an occupational health specialist.*

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Marathon Health

Facilities Welcome Packet

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10.30.2019

Marathon Health
Facilities Welcome Packet

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Welcome

The Marathon Health Project Management team divides each health center implementation into five functional areas of focus: IT, Communications, Recruitment, Clinical Workflow Design, and Facilities. This welcome packet is an introduction and guide to executing the steps of a successful Facilities launch. The Facilities functional area is separated into two main components: the physical structure of the health center and the furniture, decorations, and supplies that fill it. This packet provides a high-level overview of the timeline, delegation of responsibilities, and deliverables needed to bring the health center live on time.

Client Obligations Under Contract

Section 6.1 of the contract states:

> Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this agreement, including fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, unrestricted internet connections, and non-medical furnishings. Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.

The Project Manager at Marathon Health (MH) can assist with the design of a health center location by providing mock ups of possible spaces. Once a location is finalized, the MH facilities lead will consult with the Marathon Health IT department and provide the final mock up with electrical drops to the client and general contractor/architect if applicable. If you would like a furniture quote for the space, Marathon Health's preferred vendor, Creative Office Pavilion (COP), can provide a quote for you once we supply them a CAD of the health center space. Please refer to the standard Room by Room Specifications, which follow, for introduction to Marathon Health's specifications. A sample layout is provided in this packet.

Furniture and Supplies

Marathon Health provides all medical equipment and supplies including exam tables, medical stools and the phlebotomy chair. The client chooses the colors for each of these to fit within the design scheme of the health center. The client is responsible for choosing and supplying all decorations to be hung in the health center. The client facilities team is responsible for hanging decorations and providing internal and external signage for the health center.

Cleaning

The client is responsible for arranging for a cleaning service for basic office cleaning. The cleaning company's responsibilities include but are not limited to; vacuuming, dusting, sweeping, mopping, emptying trash (Red Biohazard medical waste containers should be left alone and are the responsibility of Marathon Health), wiping down counters and sinks, wiping down exam tables and waxing floors every 6 months (or as required by type of flooring). The cleaning company is also responsible for cleaning the restrooms and refilling supplies including soap, paper towels, and toilet paper and changing light bulbs in the health center. The Health Center staff will wipe down counters, exam tables, and phlebotomy chair throughout the day. Marathon Health clinical team is responsible for cleaning any spills; your cleaning service should not clean soiled areas and should maintain safe cleaning practices. The cleaning staff must be given access to the health center and to any keyed rooms within the health center.

Security and Fire

The staff must be provided keys to the health center and to lockable rooms inside. All interior doors to clinical areas should be lockable and may be keyed the same. The exterior door should also be lockable and keyed differently from the interior doors. Eligible participants of the health center should not be required to use a key card to access the health center. If door locks are required, the locks must be programmed to remain open during business hours. Clinical staff may lock drawers, cabinets and lab drop off boxes; keys to these will not be provided to the cleaning crew or to any representative of the customer.

Marathon strongly urges our customers to not place security cameras inside of the health center or at the entrance. We view cameras as a barrier to care. Marathon Health takes the safety of our employees and patients very seriously and is committed to operating safe and secure health centers. If you are considering adding security cameras to your health center please inform your Project Manager before any final security decisions are made.

It is the responsibility of the client to ensure the facility meets all fire codes and contains smoke alarms and a sprinkler system when required. Marathon Health does not have a requirement related to alarm systems, however if the facility is equipped with an alarm system, the client must train the staff on its use and expectations regarding arming the system.

Timeline

All permits and certificates of occupancy must be received approximately two weeks prior to opening, in accordance with local codes, policies, and procedures.

If the timeline for opening is delayed by construction, Marathon Health will work with you to reset the goal live date. Marathon Health cannot guarantee it will be the same timeframe as the delay. For example, if the construction timeline slips one week, Marathon cannot guarantee that the opening would be one week later. Marathon Health will do its best to accommodate timeline changes and schedule the opening as soon as possible.

The average Marathon Health implementation takes about three and a half to four months but is dependent on a number of factors, perhaps most directly, the scheduled delivery of the facility. For more specifics please refer to your specific project plan timeline prepared by the Marathon Health Project Manager on the project.

Exhibits

Exhibit A breaks the health center down room by room and discusses the infrastructure and furniture requirements of each space. Examples of furniture or supplies follow room descriptions. Per the Project Plan all furniture needs to be ordered 6-8 weeks prior to the desired delivery date, the delivery date should be about 2 weeks prior to go live.

Exhibit B contains equipment contained in each room.

Exhibit C contains ordering and delivery information for medical furniture.

Exhibit D contains information Marathon Health requires to apply for an insurance policy.

Exhibit E contains a sample layout.

Exhibit A: Standard Room by Room Specifications

Reception Area:

Sizing and Infrastructure Requirements

- ☐ Minimum of 120 square feet.
- ☐ Power requirements:
  - ☐ 1- Quad 110 Power (by reception desk).
- ☐ Phone/Data requirements:
  - ☐ 4 Data drops by desk.
  - ☐ 1 Analog fax line by desk.
- ☐ A door entry chime should be placed on the front door.
- ☐ If security is of concern, discuss with Project Manager system or video doorbell to be installed by client.
- ☐ The medical assistant's desk should be positioned to allow easy access to the rest of the health center.
- ☐ While not required, it may be valuable to add a TV or speakers to the reception area to aid in sound proofing the area.

Marathon Health Supplied Furniture and IT

Computer requirements to be supplied by Marathon Health.

- ☐ Laptop and printer for medical assistant (MA).

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Reception area or desk to be supplied by client. Desk should include cabinets that lock with the ability to hang files. Grommet holes should be placed in the desk for cord management.
- ☐ Reception/Medical Assistant desk should face patients coming into the health center. Desk must be positioned in a way that staff's computer screen will not be viewable to the visitors.
- ☐ Furniture that printer/fax/copier can be placed on. Copier size: 17" wide, 20" deep, 18" tall.
- ☐ Space should allow for the recommended two chairs and a small table placed in between as well as reception desk and book shelf.
- ☐ Marathon Health recommends including an armless or bariatric chair in the reception area.
- ☐ Music can be provided in waiting room area (optional provided by client).
- ☐ Television to provide Marathon Health content loop (optional provided by client)

Common area/Entrance (outside the health center):

Sizing and Infrastructure Requirements

- ☐ Secure/exclusive access for Marathon Health staff and client janitorial staff
- ☐ Proper lighting for access after hours
- ☐ Signage must be provided that indicates health center hours and lunch hours
- ☐ Entrance to common area (i.e. vestibule) should be accessible by our lab for lab pick up; recommended access via key pad entry with lockable doors to any/all other areas within the building

Exam Rooms:

Sizing and Infrastructure Requirements

- ☐ Square Footage: 10 x 12 (minimum) (120 sq ft).
- ☐ Plumbing for water/sink is required in each exam room.
- ☐ Exam rooms must be in proximity to the lab.
- ☐ Power requirements:
  - ☐ 1- Dual 110 power over the sink.
  - ☐ 1- Dual 110 power near where the exam table will be placed.
  - ☐ 1- Dual 110 power on wall where clinician's desk will be place.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops by desk.
- ☐ If there is a window in the exam room, window dressings are required for privacy.
- ☐ Door(s) to exam rooms ideally do not have windows. If so, there must be a way to close off the window completely for patient privacy.
- ☐ The exam room door should open such that it blocks the view of the exam table, if this is not possible a privacy curtain should be placed inside the exam room that wraps around the entrance to block the view of the exam table. Privacy curtain would be provided by client.
- ☐ Luxury Vinyl Tile (LVT) or VCT Vinyl Covering Tile (VTC). No carpeting.
- ☐ The exam room door should have a coat hook on the back of the door.
- ☐ Sound proofing in and above all walls of the exam rooms. Recommend, when possible, walls are constructed to the deck. If not, insulation within and above the walls recommended.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ A minimum of 48" wide wall-mounted cabinet above the sink (proper wall support needed to support mounted cabinet) and 48" wide base cabinet under the countertop. Cabinets should be lockable and keyed the same in all exam rooms and lab.
- ☐ A minimum of 24"x48" countertop space (high pressure laminate surface).
- ☐ A desk (30"x48" minimum with at least one file drawer) and chair for the provider. Grommet holes should be placed in desk for cord management.
- ☐ If the exam room is doubling as a provider office a book case should be included.
- ☐ An armless or bariatric chair for the patient.
- ☐ Sink (standard 18"-20" wide drop-in sink in the countertop) with a paper towel and soap dispenser. *Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.*
- ☐ Any chairs in the health center should be of a material easily wiped down and cleaned, such as vinyl. No cloth.

Marathon Health Supplied Furniture and IT

- ☐ 1 Exam table (must fit in a location that does not face the opening of the exam room door). Standard exam table is 27" wide by 32" high by 72" long.
- ☐ 1 Stool for Provider (in each exam room).

Computer requirements vary by health center. Computer equipment is supplied by Marathon Health.

Lab:

Sizing and Infrastructure Requirements

- ☐ If the Medical Assistant for the health center is covering both the reception and the lab, the lab should be positioned so it is easy for the Medical Assistant to get to the lab and have clear line of sight to the front door. The Area needs to be accessible/proximity to Exam Rooms and Reception.
- ☐ Square Footage: 10 x 10 (optimal) (100 sq. ft).
- ☐ Power requirements:
  - ☐ 1-2- Dual 110 Power over the counter space (depending on the size of the health center) *Note: 110 power needed for outlet near the lab fridge.*
  - ☐ Lab fridge to be placed on a backup generator if possible. In the event of a prolonged power loss.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops by desk.
- ☐ Access/proximity to bathroom; ideally bathroom is next door to lab (if lab space is provided). If a lab space is available, a pass through window to the lab for specimens is optimal.
- ☐ Luxury Vinyl Tile (LVT) or VCT Vinyl Covering Tile (VTC). No carpeting.
- ☐ A faucet mounted eyewash unit must be included in the lab space, to be supplied by customer (example provided in exhibit E).
- ☐ Sound proofing in and above all walls of the lab. Recommended, when possible, walls are constructed to the deck. If not, insulation within and above the walls.

Marathon Health Supplied Furniture and IT

- ☐ Phlebotomy chair.
- ☐ One small medical refrigerator. Recommended size 4.1 cubic feet
- ☐ Small label printer for lab orders.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ A minimum of 24"x96" countertop space (solid surface countertop preferred). Allows space for lab work and centrifuge. Grommet holes should be placed in desk for cord management.
- ☐ Under counter space opening, at least 33" high, for under counter refrigerator. DMARC closet should be located in a central space close to the reception area where the data connection terminates.
- ☐ An armless or bariatric chair for the patient (or phlebotomy chair if there is no lab. Marathon Health supplied the phlebotomy chair if needed.)
- ☐ Sink (standard 18"-20" wide in the countertop) with a paper towel and soap dispenser.

  Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.

Bathrooms:

Sizing and Infrastructure Requirements

- ☐ Must meet all ADA requirements.
- ☐ Square Footage: 7 x 11 (minimum) (77 sq ft).
- ☐ Power requirements: 1- Dual 110 power.
- ☐ Drug Screening and DOT testing requirements:
  - ☐ Ability to turn off water supply to toilet and sink from outside of bathroom.
  - ☐ No fixed soap dispensers.
  - ☐ No automatic flushing on toilets.
- ☐ Pass through window to lab or exam room depending on health center space and layout (see notes in Exam Room and Lab sections).
- ☐ Tile walls and flooring preferred.
- ☐ Not required but ideal: either a pull cord/call button/bell for those needing assistance.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Minimum of 24"x36" countertop space (high pressure laminate surface).
- ☐ Sink (standard 18"-20" wide drop-in sink in the countertop) with paper towel and soap dispenser (not fixed to the wall – should be removable).
- ☐ Free standing or wall mounted cabinet for storing sample cups and wipes.
- ☐ Specimen pass-through window from bathroom to lab.

Vitals Nook:

Sizing and Infrastructure Requirements

- ☐ For larger health centers, the vitals nook is a backup vitals area to be used when the lab is occupied.
- ☐ Dimensions vary on cabinetry and available space, however the nook is an open area off of a hallway large enough for a chair, scale, a cabinetry/sink unit and wall space for BP cuff and thermometer.

Marathon Health Supplied Furniture and IT

- ☐ Medical supplies required for patient rooming.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Bariatric or armless chair.

DMARC/IT Closet:

Sizing and Infrastructure Requirements

- ☐ DMARC closet should be located in a central space close to the reception area where the data connection terminates.
- ☐ All House wiring (Cat6e or better data cables going to workstations should terminate in the DMARC area).
- ☐ Minimum of four 110 volt outlets.
- ☐ Internet connection 10 mbps (up/down).
- ☐ If the DMARC location has a rack, a minimum of two rack units is required; a rack is not a requirement.
- ☐ If there is a shelf for the IT equipment it must be at least 3'x1'.
- ☐ Physical access to DMARC for troubleshooting purposes.

Marathon Health Supplied Furniture and IT

- ☐ Firewall.
- ☐ Aruba Access Point.

Storage Space:

Sizing and Infrastructure Requirements

- ☐ Power requirements: 1- Dual 110 power.
- ☐ Clean storage closet 75 sq ft minimum
- ☐

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Appropriate shelving units for the space.
- ☐ Ability for storage space closet to lock.
- ☐ Additional smaller storage closet for dirty items such as biohazard waste and cleaning supplies.

Health Coach Consult /Training Space:

Sizing and Infrastructure Requirements

- ☐ Square footage: 10′ x 12′ (minumum) (120 sq ft). Size may be larger depending upon use as a training room.
- ☐ Power requirements: 2-Dual 110 power on multiple walls
- ☐ Phone/Data requirements: 2 Data drops by desk.
- ☐ Sound proofing in and above all walls of the exam rooms. Recommend, when possible, walls are constructed to the deck. If not, insulation within and above the walls recommended.
- ☐ While not a requirement, if the conference room will be used for group presentations, considerations should be given to projectors, televisions, conference phones etc. Please discuss with your Project Manager and IT lead.

Marathon Health Supplied Furniture and IT

Computer requirements vary by health center.
Computer equipment is supplied by Marathon Health.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Desk with grommet holes for cord management and task chair
- ☐ Table, chairs, cabinet, and shelving

Behavioral Health/Counseling Room:

Sizing and Infrastructure Requirements

- ☐ Square footage: 10′ x 10′ (minumum) (100 sq ft).
- ☐ Power requirements:
  - ☐ 2-Dual 110 power on multiple walls.
  - ☐ Phone/Data requirements: 2 Data drops by desk.
- ☐ Sound proofing in and above all walls of the counseling room.
- ☐ Lighting: soft ambient lighting available in space.

Furniture Requirements (to be supplied by furniture vendor/client)

- ☐ Desk with grommet holes for cord management and task chair.
- ☐ Small sofa and comfortable chairs for counseling services.
- ☐ Shelving, lamps, and area carpet for counseling space to create warm and inviting atmosphere.

Marathon Health Supplied Furniture and IT

Computer equipment is supplied by Marathon Health.

Physical Therapy Room:

Sizing and Infrastructure Requirements

- ☐ Minimum 500 sq. ft. (Room space requirements and space fit-up requirements may vary if offering Pre-employment Physical Therapy Exams).
  - ☐ Depending upon size of space an additional office and storage area may be needed for the Physical Therapist.
- ☐ Vinyl Covering Tile (VCT) flooring, small area of room with carpet flooring for stretching or Marathon Health can provide mats.
- ☐ Sound proofing in/above walls of PT room. Recommend when possible, walls are constructed to the deck. If not, insulation within and above the wall recommended.

  Backing in walls should be built to support hanging heavy equipment. Equipment specifications and equipment location to be provided by Marathon Health.
- ☐ Power requirements:
  - ☐ 1- Dual 110 power over the sink.
  - ☐ 1- Dual 110 power near where the treatment table will be placed.
  - ☐ Multiple walls with dual 110 power placed around the room for equipment.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops by desk.
- ☐ Mirror on wall that is 5ft x 5ft for exercise demonstration.

Furniture Requirements (to be supplied by furniture vendor/client)

- ☐ A minimum of 48" wide wall mounted cabinet above the sink (proper wall support mounted cabinet) and 48" wide base cabinet under the countertop. Cabinets with the ability to lock preferred.
- ☐ A minimum of 24"x48" countertop space (high pressure laminate surface).
- ☐ Desk with grommet holes for cord management (30" x 48" minimum with at least one file drawer) and chair for the provider.
- ☐ An armless or bariatric chair for patient.
- ☐ Sink standard 18"-20" wide drop-in sink in the countertop) with a paper towel and soap dispenser.
- ☐ Adjustable shelving unit up to 90 inches that can hold 100 lbs. per shelf for functional testing (shelving height may vary if performing Pre-employment Physical Therapy Exams).

Marathon Health Supplied Furniture and IT

- ☐ 1 Treatment Table. 26" wide by 77.75" long.
- ☐ 1 Stool for Provider.
- ☐ Physical Therapy equipment such as weights, exercise ball, traction system, Ultrasound/E-stim Machine, Total Gym (equipment may vary based upon contract and scope of services provided by Physical Therapist).

Computer equipment is supplied by Marathon Health.

Breakroom:

Sizing and Infrastructure Requirements

- ☐ Power requirements:
  - ☐ 2- Dual 110 power on multiple walls.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops in room.
- ☐ Plumbing for water/sink.
- ☐ Sound proofing in and above all walls of exam rooms. Recommend, when possible, walls are constructed to the deck. If not, insulation within and abve the walls recommended.

Marathon Health Supplied Furniture and IT

- ☐ Refrigerator for breakroom.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Cabinets, countertop, breakroom table and chairs.

Exhibit B: Equipment location list

Room By Room Equipment and Location List (1 of 2)				
Room	**Equipment**	**Ideal Location**	**Who is responsible for ordering**	**Who is responsible for install/mounting**
Reception	Reception Desk and Chair	Floor	Customer	Customer
	Patient chair - Armless or Bariatric	Floor	Customer	Customer
	AED	Mounted on the wall near front of the health center (hallway or reception)	Marathon Health	Customer
Lab	Eye wash	Built into faucet	Customer	Customer
	Monitor/Docking Station/ Keyboard/Mouse	Countertop	Marathon Health	Marathon Health
	Phone	Countertop	Marathon Health	Marathon Health
	Cholesterol Machine	Countertop	Marathon Health	Marathon Health
	Phlebotomy Chair	Floor	Marathon Health	Marathon Health
	Centrifuge	Countertop	Marathon Health	Marathon Health
	Refrigerator	Under countertop 32" H x 19.38" W x 22" D. Allow for 33.5" high for bracket. Fridge should be connected to a backup generator if possible.	Marathon Health	Marathon Health/ Customer (if putting on backup generator)
	Scale (place in Vitals nook, if available)	On the floor with display unit wall mounted. Bottom aligned ~52" from floor	Marathon Health	Customer
	Height measurer	Mounted in space available in Vitals area. (Mount with bottom ~ 2.5' from the floor).	Marathon Health	Customer
	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer
Restroom	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer
	Specimen Window	Built into wall shared between lab and restroom	Customer	Customer
	Bathroom Cabinet	Freestanding or wall mounted cabinet for storing specimen cups and wipes.	Customer	Customer
Exam Room/Provider Office/Health Coaching	Monitor/Docking Station/ Keyboard/Mouse	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Phone	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Otoscope Tip Holder	Mounted next to patient chair	Marathon Health	Customer
	Thermometer	Mounted next to patient chair (50" to the bottom)	Marathon Health	Customer
	BP Cuff Basket	Mounted next to patient chair (52" to the bottom of the basket)	Marathon Health	Customer
	Glove dispenser	Mounted next to exam table (align top 60" from floor)	Marathon Health	Customer
	Sharps Container	Mounted next to patient chair or exam table (50" from the floor for large bin, 54" from the floor for a small bin)	Marathon Health	Customer
	Floor lamp	Next to exam table	Marathon Health	Marathon Health
	Exam table	Angled in corner out of view from entrance	Marathon Health	Marathon Health
	Exam stool	Floor	Marathon Health	Marathon Health
	Patient chair- Armless or Bariatric	Floor	Customer	Customer
	Desk and Chair	Stand alone desk or desk built into sink unit	Customer	Customer
	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer

Exhibit B: Equipment location list

Room By Room Equipment and Location List (2 of 2)				
Room	**Equipment**	**Ideal Location**	**Who is responsible for ordering**	**Who is responsible for install/mounting**
Pediatric Exam Room	Monitor/Docking Station/ Keyboard/Mouse	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Phone	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Child locks for low drawers and cabinets	Lower cabinetry	Customer	Customer
	Pediatric scale	Hallway/vitals nook	Marathon Health	Customer
	Otoscope tip holder	Mounted next to patient chair	Marathon Health	Customer
	Thermometer	Mounted next to patient chair (50" to the bottom)	Marathon Health	Customer
	BP Cuff Basket	Mounted next to patient chair (52" to the bottom of the basket)	Marathon Health	Customer
	Glove dispenser	Mounted next to exam table (align top 60" from floor)	Marathon Health	Customer
	Sharps Container	Mounted next to patient chair or exam table (50" from the floor for large bin, 54" from the floor for a small bin)	Marathon Health	Customer
	Exam Stool	Floor	Marathon Health	Marathon Health
	Pediatric exam table	Against the wall out of view from entrance	Marathon Health	Marathon Health
	Floor lamp	Next to exam table	Marathon Health	Marathon Health
	Patient Chair	Floor	Customer	Customer
	Nebulizer	Counter Top	Marathon Health	Marathon Health
	Patient chair- Armless or Bariatric	Floor	Customer	Customer
	Desk	Stand alone desk or desk built into sink unit	Customer	Customer
	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer
Vitals area	Scale	On the floor with display unit wall mounted. Bottom aligned ~52" from floor	Marathon Health	Customer
	Height measure	Mounted in space available in Vitals area. (Mount with bottom ~ 2.5' from the floor).	Marathon Health	Customer
	BP Cuff Basket	Mounted next to patient chair	Marathon Health	Customer
	Thermometer	Mounted next to patient chair	Marathon Health	Customer
	Eye chart	Mount at end of hall with tape on floor 20' away	Marathon Health	Marathon Health
Breakroom	Breakroom Table and Chairs	Floor	Customer	Customer
	Microwave	Countertop	Marathon Health	Marathon Health
	Water dispenser	Countertop	Marathon Health	Marathon Health
	Refrigerator	Floor	Marathon Health	Marathon Health
Physicla Therapy	Treatment Table (Hi-Lo)	Floor	Marathon Health	Marathon Health
	Wall Mirror (5 ft x 5 ft)	Wall	Customer	Customer
	Ball Storage Rack	Wall	Marathon Health	Customer
	Dumbbell Wall Rack	Wall	Marathon Health	Customer
	Wall Mounted Cuff Weight Rack	Wall	Marathon Health	Customer

Exhibit C: MH Delivery & Installation Checklist

Must be completed and returned to the Marathon Health Project Manager with Furniture Order 8 weeks before Go Live. See attached.

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1. What is the location of the project (street address, city, state and zip code)

2. Is this project taking place in an existing building or new construction?

3. If new construction – Is this a Union jobsite, or are there requirements for furniture installers to be paid Union wage rates?

4. Will the furniture installation need to take place after hours or on the weekend?

5. Is this project located on the ground/1st level of the building? If not which floor(s) of the building is this occurring on?

6. Is there a loading dock at the building? If there is not a loading dock – what is the size of the largest door to access the building?

7. Are there any restrictions for unloading product at the building? Example – Specific times the loading area is available, restrictions on the length of trailer, or no trailer allowed, etc.

8. If other than ground floor, is there an accessible elevator? Freight or Passenger? What are the dimensions of the elevator opening? Are the hours for accessibility to the elevator restricted?

9. Is parking available onsite for the furniture installers?

10. Are there any background/security check requirements for furniture installers at this project site (some Federal Buildings for example have these requirements)

11. Any other comments/general notes about this project that may pertain to the furniture installation?

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Plan. Furnish. Perform

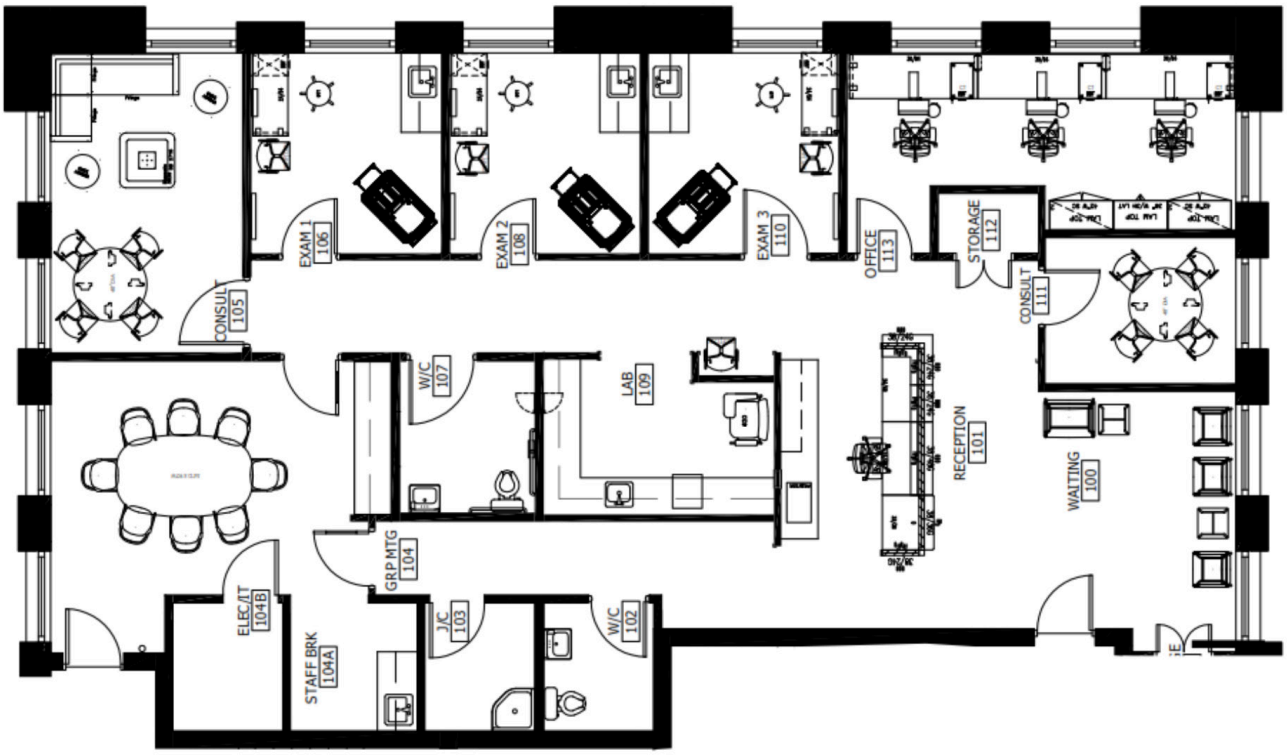
Exhibit D: Building Information

At least three weeks before Go Live the Marathon Health Project Manager must collect the following information for insurance purposes.

Year of building construction	
If over 25 years old, dates of any major upgrades to electrical, plumbing, or roof	
Type of construction	
Number of floors	
Total square footage of building	
Square footage of clinic space	
Does the building have a sprinkler system?	
Does the building have a central fire alarm system?	
Does the building have a central security alarm system?	

Exhibit E: Sample Health Center Layout

Marathon Health Center Model: 2,200 Square Feet



Marathon Health Center Model: 1,500 Square Feet

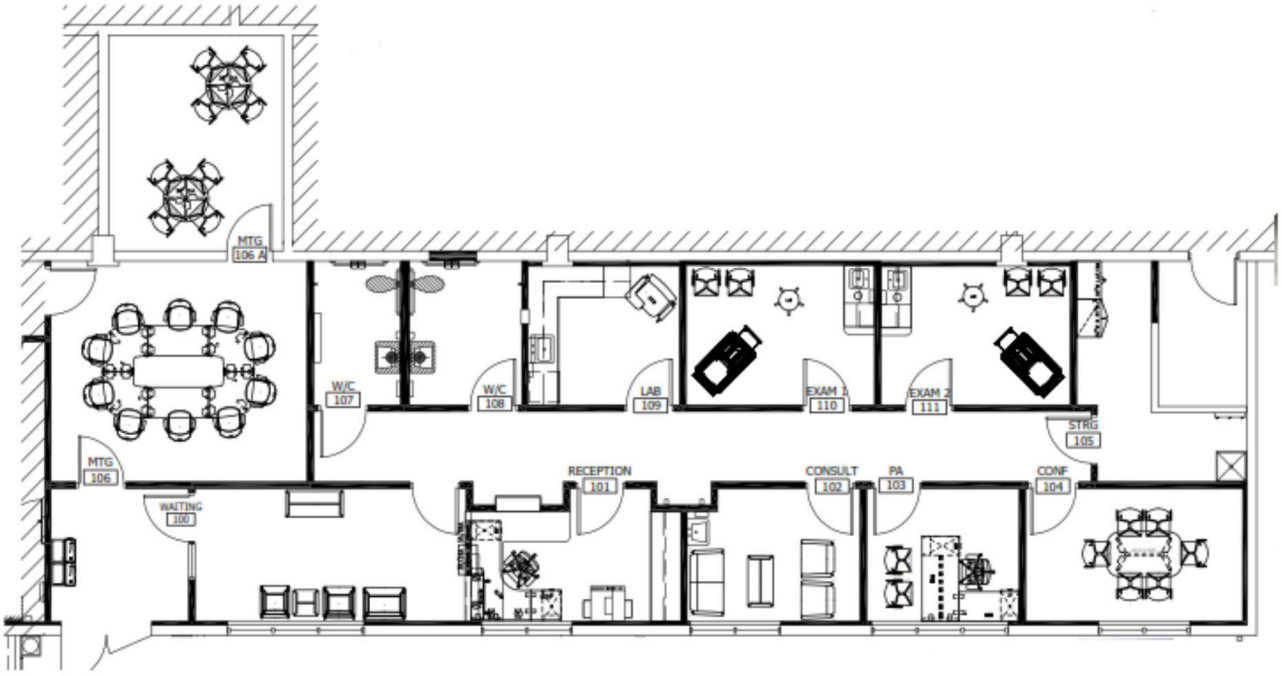
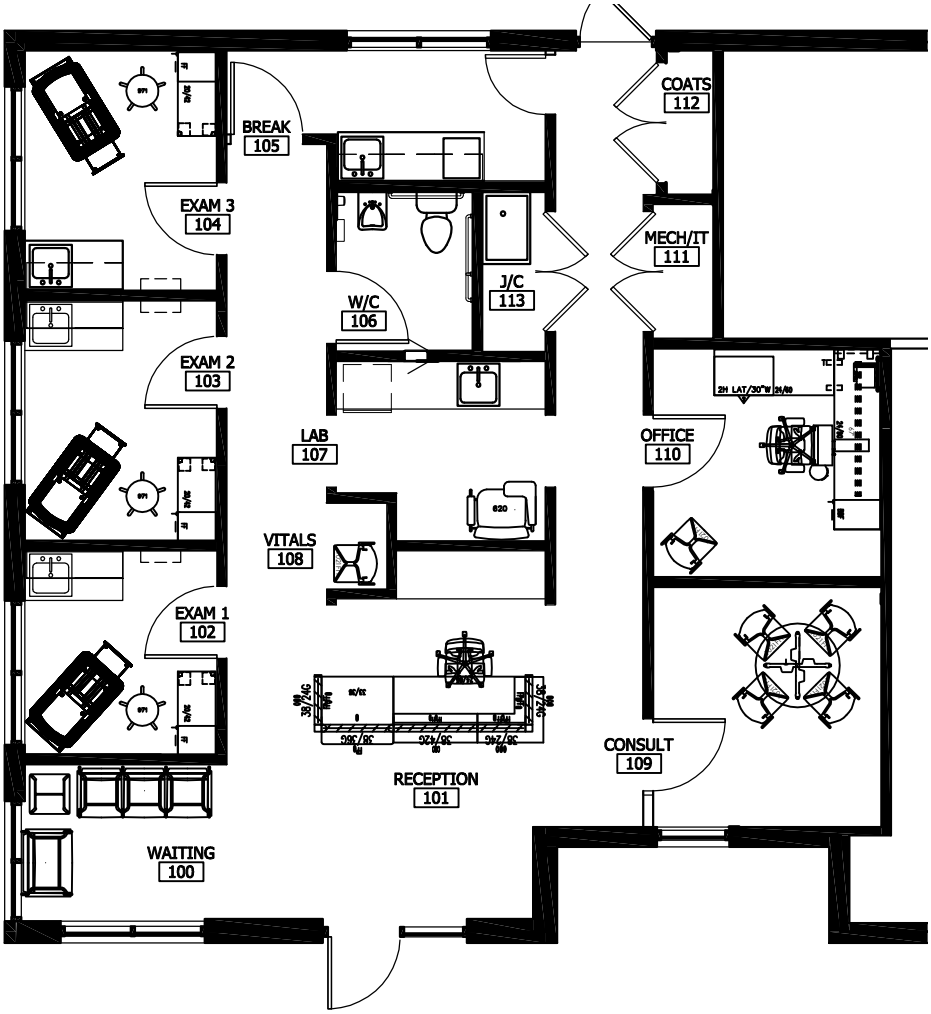


Exhibit E: Sample Health Center Layout

Marathon Health Center Model: 1,200 Square Feet



Furniture and Equipment Examples

Exam Table (see color options on p. 18)

CREATIVE OFFICE PAVILION

Intensa: 420 Examination Table
-Seamless Upholstered Top
-Five Position Continuous-Lock Stirrups
-Rubber Grip Pull-out Step
-Pull-out Leg Rest with integrated Treatment Tray
-Pelvic Tilt
-Paper Roll Holder
-Finish: Powder Coat; Color: Foghorn

Specifications
-500LB weight capacity
-27" wide Upholstered Top
-72" Overall length with Leg Rest extended
-18", 19 and 20" Paper widths
-COM Requirements: 3yds. Please submit sample for approval.

Options
-California TB-133
-Drawer Warming Kit: 420-DW
-Electric Outlet: 420-EO

Furniture and Equipment Examples

Standard Phlebotomy Chair (see color options on p. 18)

620

intensa
medical/laboratory seating & equipment

P.O. Box 5981 High Point, NC 27262
Toll-Free: 1-888-636-2660 Fax: (336) 884-4007

620
Bariatric Blood Draw/Phlebotomy Chair with Padded Arm Rest
Seat Height-22”
Seat Dimensions-24.5”W x 17”D
Overall Height 37.5”
Overall Width-34”
Overall Depth-29”
Armrest Adjustment Height 27” to 36”
Adjustable Leveling Glides
1/2” Chrome Plated Steel Foot Control
200 mm Hydraulic Height Adjustment
Weight Capacity-1200lbs
COM Requirments-2 yds.

Options:
California TB 133

Furniture and Equipment Examples

Exam Table and Phlebotomy Chair Color Options - Sample cards available

Furniture and Equipment Examples

Physical Therapy Table and Color Options

MedCraft Treatment Table

MedCraft™ 3-Section Hi-Low Treatment Table

Specifications:

Top measures:
- 26"W x 77.75"L

Head section:
- 16.25”L x 26.5”W

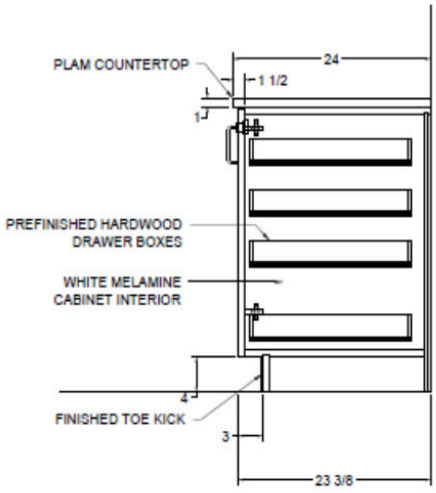
Fixed center section:
- 26”L x 26.5”W
- Foot section:
- 34.75”L x 26.5”W

Highlights:
- The MedCraft table offers an attractive closed base system that hides all electrical components making the table look spotless.
- The frame is built of high quality square section steel tubing for maxiumum rigidity and stability
- Three piece top construction
- Fixed center section
- Hi-Low Controls: Foot or All-Round Bar Control (ARB)
- Integrated retractable 3” casters
- 500 lbs weight capacity

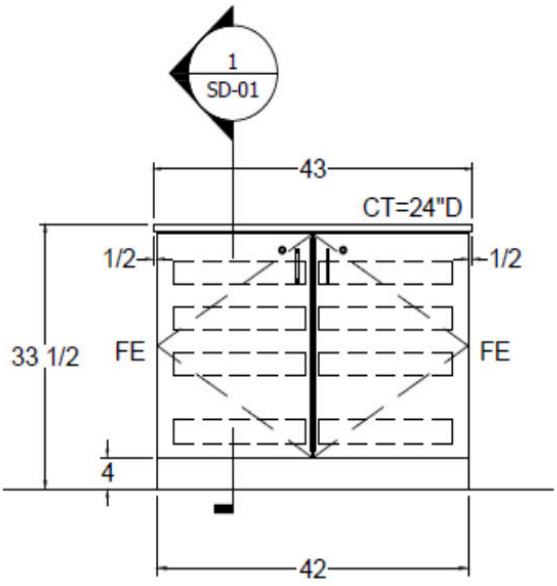
CREATIVE OFFICE PAVILION
make space happen

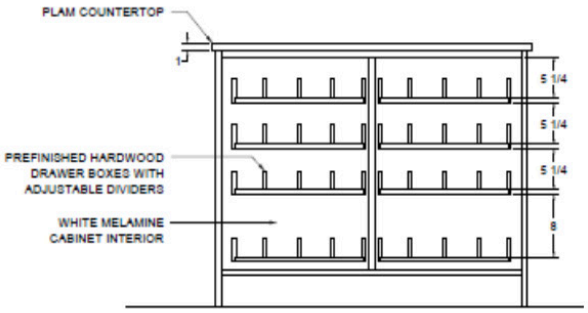
Furniture and Equipment Examples

Medication Storage Cabinet: location dependent on layout (see color options on p. 21)



1/SD-01





2/SD-01

Lockable Medical Storage Cabinet

-Laminate Top and Cabinet
-120 degree hinges
-Full extension glides
-Pin Tumbler drawer and door locks
-4" satin chrome wire pulls

Furniture and Equipment Examples

Medication Storage Cabinet Finishes

Furniture and Equipment Examples

Lab Refrigerator: often stored under the counter in laboratory. ADA refrigerator available if needed.

accucold by SUMMIT APPLIANCE

www.accucold.com/product/FF511LBIMED2

FF511LBIMED2 SEE MATCHING FREEZER

Designed and constructed to meet strict CDC and VFC refrigeration guidelines

33.5" H x 19.25" W x 22.63" D
(85cm H x 49cm W x 57cm D)

SPECIFICATIONS

Overview	
Height of Cabinet	33.5" (85 cm)
Width	19.25" (49 cm)
Depth	22.63" (57 cm)
Depth with Handle	24.63" (63 cm)
Depth with door at 90°	40.75" (104 cm)
Capacity	4.1 cu.ft. (116 L)
Defrost Type	Automatic
Door	White
Cabinet	White
US Electrical Safety	ETL
Canadian Electrical Safety	ETL-C
Amps	1.4
Voltage/Frequency	115 V AC/60 Hz
Weight	70.0 lbs. (32 kg)
Shipping Weight	90.0 lbs. (41 kg)
Parts & Labor Warranty	2 Years
Compressor Warranty	5 Years

Refrigerator Features	
Door Swing	RHD
Reversible	Factory Reversible
Shelf Type	Wire
Shelf Qty	3
Adjustable Shelves	Yes
Thermostat Type	Digital
Fan Type	Interior and Exterior
Refrigerant Type	R134a
Refrigerant Amount	1.75oz.
High Side PSI	205.0
Low Side PSI	103.0
Level Legs Qty	4
Interior Light	Yes
Temperature Range	2° to 8°C

OVERVIEW

- User-friendly front control panel keeps the thermostat and alarm in reach without having to open the door
- Specially designed and featured to meet the CDC and VFC's guidelines for safe vaccine storage
- Flexible design allows built-in or freestanding use in 20" wide spaces
- Assembled in the USA from domestic and imported components
- High temperature alarm includes NIST calibrated external temperature readout (NIST certificate included)
- Factory installed lock provides security you can count on

DESCRIPTION

Accucold's MED2 series puts the most commonly requested features into a quality line of all-refrigerators and freezers specially designed to store vaccines and other sensitive materials in medical, scientific, pharmaceutical, and laboratory institutions.

The FF511LBIMED2 is an all-refrigerator sized just under 20" wide. The front breathing design allows built-in installation under counters, while the fully finished cabinet in white also enables freestanding use. This unit is designed with an external front control panel that allows users to adjust and monitor the temperature without opening the door or bending down to the floor. The front keyed lock is located towards the top of the door for added convenience. A hospital grade 'green dot' cord offers added safety in high traffic environments.

As recommended by the CDC and VFC programs, the FF511BIMED2 is equipped with a NIST calibrated thermometer that displays the current, minimum, and maximum temperatures to the nearest tenth of a degree with a readout viewable in Celsius or Fahrenheit. Each FF511LBIMED2 ships with a certificate of calibration for your records. The thermometer includes an audible alarm to warn users if the interior has gone out of the programmed temperature range. The buffered temperature probe is encased in a glycol-filled bottle and secured inside the center shelf to best simulate the temperature of other stored contents, resulting in the utmost accuracy for temperature reporting. We include a pre-installed 3/8" probe hole for users who wish to install additional monitoring equipment.

The generous 4.1 cu.ft. interior capacity includes adjustable wire shelves for optimum circulation, with one center fixed shelf to keep the temperature probe in place. This unit has a flat door liner, allowing you to fit deeper trays inside. An energy efficient LED interior light offers added visibility and easy use with an on/off rocker switch for added visibility. The internal fan ensures the interior is evenly cooled from top to bottom.

All MED2 series units are assembled in the USA from domestic and imported components. The FF511LBIMED2 can be paired with a matching low temperature all-freezer (FS407LBIMED2) or ordered in a lower 32" height for use under lower ADA compliant counters (FF511LBIMED2ADA). This unit can also be customized with additional features, including a self-closing door or USB temperature logger with a digital display. Contact our product specialists to learn more. Products in the MED2 series come with a two year warranty on parts and labor and a five year warranty on the compressor.

*NOTE: This unit's thermostat is pre-set for Celsius. If you prefer Fahrenheit, add complimentary option DTMEDF or let your sales representative know upon order.

FEATURES

Reliable temperature stability
Designed and engineered to store vaccines and other sensitive materials under stable temperature conditions

Built-in capable
Front-breathing system allows the unit to be used built-in

Digital thermostat
Digital microprocessor for easy and precise temperature management, with all controls externally located for added convenience

High/low temperature alarm
Audible alarm sounds if the interior temperature rises or falls out of set range

NIST calibrated temperature display
Alarm includes continuous NIST calibrated display of the current interior and high/low temperature, and can be switched from Celsius to Fahrenheit at the touch of a button

Buffered temperature probe
Thermometer probe is encased in a glycol-filled bottle and stored in a fixed box on the center shelf. This is the ideal way to produce temperature readings closest to stored contents, as recommended by the CDC and VFC's guidelines

Factory installed lock
Keyed lock conveniently located towards the top of the door for added security (2 keys included)

Automatic defrost
Reduced maintenance with auto defrost system

Internal fan
Fan-forced cooling ensures the unit is evenly cooled from top to bottom

Hospital grade cord with 'green dot' plug
Secure three-pronged cord for added unit safety in high traffic areas

Adjustable wire shelves
Rearrange refrigerator space to accommodate all sizes or remove shelves for simple cleanup

Flat door liner
Interior design conforms to CDC guidelines to ensure stable conditions for sensitive materials

LED lighting
Efficient lighting for the interior controlled by an on/off rocker switch that allows the user to manage the display

3/8" access port
Unit comes with a factory installed probe hole for users to connect their own monitoring equipment

Foamed-in-place cabinet
Quality design ensures efficiently insulated interior

Fully finished white cabinet
Allows the unit to be used freestanding

Height adjustable
Adjustable legs allow the unit to be sized from 33" to 34 3/4" high

Magnetic door gasket
Quality door gaskets ensure a tight seal for energy savings and improved performance

Matching freezer available
Pair with the FS407LBIMED2 to create a complete set

Extended warranty
This unit comes with a two-year limited warranty on parts & labor and five-year warranty on the compressor

Factory reversible door
Standard unit ships with a right hand door swing. For a left hand door swing, add option LHD upon order (due to its construction, this door is not reversible in the field)

100% CFC Free
Environmentally friendly design with no ozone-damaging chemicals

Furniture and Equipment Examples

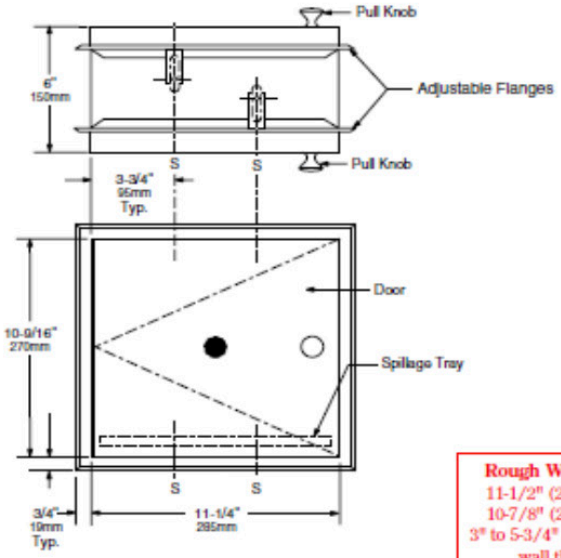
Lab Specimen Pass-Through

BOBRICK

Technical Data

RECESSED SPECIMEN PASS-THROUGH CABINET

B-505



Rough Wall Opening
11-1/2" (290mm) wide
10-7/8" (275mm) high
3" to 5-3/4" (75 to 145mm) wall thickness

MATERIALS:

Cabinet — 18-8 S, type-304, 22-gauge (0.8mm) stainless steel. All-welded construction. Exposed surfaces have satin finish. Two slots located on top and bottom for mounting.

Flanges (2) — 18-8 S, type-304, 22-gauge (0.8mm) stainless steel with satin finish. Drawn and beveled, one-piece, seamless construction. One mounting tab with screw hole located on top and bottom.

Doors (2) — 18-8 S, type-304, 18-gauge (1.2mm) stainless steel with satin finish. Each door is spring-loaded and secured to cabinet with a full-length stainless steel piano-hinge. Doors equipped with cast-aluminum pull knob, interlocking mechanism, and international graphic symbol identifying specimen cabinet.

Spillage Tray — 18-8 S, type-304, 24-gauge (0.6mm) stainless steel. All-welded construction.

OPERATION:

Interlocking mechanism on self-closing doors prevent both doors from being open at the same time; provides sight-barrier for complete privacy. Spillage tray is easily removed for cleaning.

INSTALLATION:

Provide framed rough wall opening 11-1/2" wide x 10-7/8" high (290 x 275mm). Wall thickness may be from 3" to 5-3/4" (75 to 145mm). Allow clearance for construction features that may protrude into rough wall opening. Coordinate with mechanical engineer to avoid pipes, vents, and conduits. Slide one flange onto cabinet so that screw holes in mounting tabs are aligned with mounting holes in cabinet. Center cabinet in wall opening. Slide second flange into place, aligning tabs with mounting holes and making certain entire perimeter of both flanges are tight against wall surface. Open one door and secure unit with four #10 x 1/4" (4.8 x 6.4mm) mounting screws (not furnished) through cabinet mounting holes and flange tabs at points indicated by an *S*.

SPECIFICATION:

Specimen pass-thru cabinet shall be type-304 stainless steel with all-welded construction; exposed surfaces shall have satin finish. Flanges shall be drawn and beveled, one-piece, seamless construction. Spring-loaded doors shall be self-closing and secured to cabinet with a full-length stainless steel piano-hinge. Doors shall be equipped with interlocking mechanism to prevent the door from opening when the other door is open, providing sight-barrier for complete privacy. International graphic symbol on doors shall identify specimen cabinet. Unit shall be furnished with a removable stainless steel spillage tray. Manufacturer's service and parts manual shall be provided to the building owner/manager upon request.

Specimen Pass-Thru Cabinet shall be Model B-505 of Bobrick Washroom Equipment, Inc., Clifton Park, New York; Jackson, Tennessee; Los Angeles, California; Bobrick Washroom Equipment Company, Scarborough, Ontario; Bobrick Washroom Equipment Pty. Ltd., Australia; and Bobrick Washroom Equipment Limited, United Kingdom.

The illustrations and descriptions herein are applicable to production as of the date of this Technical Data Sheet.
The manufacturer reserves the right to, and does from time to time, make changes and improvements in designs and dimensions.

Revised 8/09 Printed in U.S.A.
© 2009 by Bobrick Washroom Equipment, Inc.

Furniture and Equipment Examples

Example Eye Wash Station: Located in Lab

Example Lab Specimen Box

A lab specimen box is provided by the lab vendor. The examples herein are specifications from LabCorp. A place to mount that box will need to be determined during implementation. The box needs to be accessible after health center hours in for pick-ups that will take place after health center hours. The over-door model will not work if the door will be made of glass or with a window, so a location to mount the box will be determined during the implementation in those cases. Please work with your assigned Project Manager to help determine the location of this box.

Over the Door Lab Specimen Box Alternative
12″ Regular Arm
Height 11″ · Length 14″ · Depth 7″

Marathon Health Standard Lab Specimen Box
Height 11.5″ · Length 11.5″ · Depth 9″

NuHarbor SECURITY

Marathon Health

External Infrastructure Penetration Test Report

Executive Summary

Thursday, December 27, 2018

Version Control

EXTERNAL INFRASTRUCTURE PENETRATION TEST REPORT	
Client Name	*Marathon Health*
Client Contacts	*Tyler Sawyer*
Document Issue No	*1.1*
Authors	*Kyle Smith*
Approved by	*Tammy Carroll*
Delivery Date	*Thursday, December 27, 2018*
Data Classification	*Client Confidential*

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Executive Summary

NuHarbor Security Overview

NuHarbor Security is a national leader of security, risk, and compliance management solutions and services. NuHarbor was founded on the belief that information security and risk management can be positioned as business enablers, thus creating a competitive advantage. We promote a new understanding of information security governance through the intelligent application of business controls that reduce business risk, reduce compliance overhead to client staff, and effectively deploy security technology that reduces technology debt.

Objective

NuHarbor's overall objective was to ensure that appropriate information security controls were implemented within Marathon Health's major environments, applications and computing platforms to preserve the integrity, confidentiality, and availability of its information and computing resources. Effective implementation of these security controls will aid in the prevention of unauthorized, accidental, or deliberate disruption, disclosure, modification, and use of Marathon Health's information technology resources. NuHarbor worked with Marathon Health's team to ensure that the following objectives were accurate and achieved Marathon Health's overall security requirements.

The following objectives were used as a guideline:

- Investigate whether an attacker could penetrate the system to be evaluated, without the organization providing any more information that would naturally be available to legitimate users
- Determine the likelihood that an attacker with access to computers connected to the Internet could compromise the specific systems under evaluation
- Penetrate the security of the system, acquiring capabilities that exceed those of a normal user
- Provide evidence that verifies the possibility of exploiting the vulnerabilities found, as well as the scope of these vulnerabilities
- Determine the degree of the organization's exposure to external attacks on its information security infrastructure

NuHarbor information security experts analyzed the network from a ***grey-box*** perspective according to the needs of Marathon Health and the objectives of the tasks to be performed.

The work performed provides a practical approximation of the weak points in Marathon Health's selected network infrastructure, describing the risks of such vulnerabilities, and facilitating the design of a plan for implementing countermeasures based on priorities established by Marathon Health. These priorities are determined according to Marathon Health's security goals and the quantity and severity of the vulnerabilities found. It is important to note, however, that this project should not be considered a full audit of Marathon Health's security posture, nor should it be thought of as an in-depth analysis of all possibilities to breach it.

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Security Testing Overview

Testing Approach

The tests performed considered the characteristics of Marathon Health's infrastructure and how it relates to the core business of the company. The tests were aimed at identifying problems in the authentication and access control components of the systems, the privacy and integrity of the data it processes and the availability of the infrastructure and its components. For the latter, all tests were planned and executed in accordance with the Marathon Health's guidelines and directives.

Testing Scope

NuHarbor conducted penetration testing on the following IP addresses/ranges:

- 162.250.57.196 - 162.250.57.223
- 216.114.151.2 - 216.114.151.34

Tests were performed using the following attacker profiles:

- An external attacker looking to identify exposed services and devices, gain privileges, access user data, obtain information on the services and devices and take over them via misconfigurations or known vulnerabilities.

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Testing Focus

NuHarbor Security consultants tested the in-scope environments, looking for the following issues:

- **Information gathering tests:** Attempt to identify live hosts, network topology, operating system, services provided, access control mechanisms, access servers and the interactions between systems
- **Generic vulnerability tests:** Attempt to determine the presence of known vulnerabilities and to exploit them. This includes vulnerabilities related to legitimately provided services such as HTTP, FTP, SMTP mail exchangers and gateways, DNS, IMAP/POP, file and print sharing services, etc.
- **Network characteristics and topology tests:** Attempt to determine the presence and exploit vulnerabilities related to network topology, network components configuration, and design principles and protocol specific characteristics. These include tests that consider spoofing techniques, protocol specific tests such as usage of IP options, fragmentation, exploit of trust relationships, protocol encapsulation, routing tricks, design and implementation flaws in several network protocols and related services, etc.
- **Misconfiguration tests:** Attempt to identify and exploit typical miss-configuration problems
- **Backdoor tests:** Attempt to identify the presence of known backdoors in the company's infrastructure and exploit them
- **Authentication and access control schemes tests:** Attempt to subvert authentication and access control mechanisms based on common attacks that exploit the lack of a strict security policy or the enforcement of such. This includes a dictionary and brute force attacks on reusable passwords, exploit of weak authentication schemes, social engineering, exploit of contingency plan procedures, etc.

The tests included common hacking techniques and the use of the penetration testing tool Metasploit and other commercially available (such as Nessus) as well as homegrown tools.

The penetration testing effort was focused on but not limited to:

- Assessing Marathon Health's selected network infrastructure security posture with regards to the network ranges to be analyzed, which includes:
    - Performing information gathering test to identify live hosts and the services the company provides
    - Determining potential vulnerabilities which might affect the hosts, services, and applications discovered
    - Exploiting the potential vulnerabilities in a controlled fashion, to weed out false positives and appraise the degree of exposure caused by the vulnerability
    - Identify solutions to address the security issues found
- Investigating the consequences of a targeted attack by highly specialized individuals, as well as evaluating the skill set required by an attacker to carry out a successful attack
- Analyzing the potential outcome of a successful compromise
- Providing recommendations to remediate or mitigate the issues found as well as prevent similar issues from recurring

Documenting the results of the test performed to construct a foundation for future testing as well as a snapshot of the security stance. This will allow Marathon Health to compare future penetration testing efforts as a means of evaluating the efficiency and effectiveness of Marathon Health's efforts to secure its solution external posture.

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External Infrastructure Penetration Test Summary

Marathon Health contracted NuHarbor Security to perform an external penetration test starting November 26th, 2018. The overall objective for this engagement is to ensure that Marathon Health's network infrastructure was designed and protected with appropriate information security controls to ensure the integrity, confidentiality, and availability of Marathon Health's information. For the purposes of this engagement, and in accordance with NIST 800-115 test methodologies, this assessment was conducted in the production environment. While conducting this evaluation, NuHarbor leveraged various tools, techniques, and manual attacks to determine if an attacker could penetrate the evaluated system, without the organization providing any more information that would naturally be available to legitimate users. Techniques and attacks used can be found in the Testing Focus section of this report.

The work performed provides a practical approximation of the vulnerable points in Marathon Health's network infrastructure, describes the risks of such vulnerabilities and facilitates the design of a plan for implementing countermeasures based on priorities established by Marathon Health. These priorities are determined according to Marathon Health's security goals and the quantity and severity of the vulnerabilities found. It is important to note, however, that this project should not be considered a full audit of Marathon Health's security posture, nor should it be thought of as an in-depth analysis of all possibilities to breach it.

The external infrastructure penetration test of Marathon Health's network was performed using a mix of manual testing and automated techniques. At the time of this test, there was a single critical vulnerability chain discovered that was exploited to gain access to the internal network of Marathon Health. Credentials were located on the dark web that allowed testers to authenticate to a user's email. This access allowed NuHarbor to gain knowledge to the tools used internally and to determine the method for VPN access. Although multi-factor authenticated was utilized on the VPN, by flooding the user with requests, testers were able to trick the user into authenticating the malicious attack. By establishing a VPN session, testers were granted access to internal resources that are not publicly available. No further testing of internal access was attempted at the request of Marathon Health. No other valid means of compromising the organization were found during the test. External systems for Marathon Health in general demonstrate an affinity for security and have been maintained and configured properly.

At the end of this test, a technical report was issued to Marathon Health with a detailed reporting of the items discovered. A summarized list of the notable findings is on the following page.

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External critical-risk vulnerabilities

- Compromised credentials from the dark web leading to full internal network access

External medium-risk vulnerabilities

- Cisco ASA / IOS IKE Fragmentation Vulnerability (Denial of Service)
- SSL Medium Strength Cipher Suites Supported
- SSL Self-Signed Certificate
- SSL Certificate Cannot Be Trusted
- SSL Certificate Expiry
- SSL Certificate Signed Using Weak Hashing Algorithm
- Microsoft Exchange Client Access Server Information Disclosure
- Internet Key Exchange (IKE) Aggressive Mode with Pre-Shared Key
- Serv-U FTP Server < 15.1.0.458 Multiple Vulnerabilities
- F5 BIG-IP Cookie Remote Information Disclosure

External low-risk vulnerabilities

- Web Server HTTP Header Internal IP Disclosure
- SSH Server CBC Mode Ciphers Enabled
- SSH Weak MAC Algorithms Enabled

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Clinical Leadership at Marathon Health

Marathon Health uses a collaborative leadership model led by Vice President of Clinical Operations, Bev Raymond, MSN, ANP-BC. Responsibility for the functions within clinical operations is distributed among highly qualified practicing clinicians with specific expertise and passion in areas such as quality assurance, policy and protocols, chronic condition care, skill development, regulatory compliance, and health center workflow. Bios on each of our clinical leaders are shown below.

Distributed leadership allows us to leverage the collective expertise of our providers, many of whom have considerable tenure at Marathon Health and management experience in traditional practice which has led them to seek a more effective model of care at Marathon Health.

We value the voices that represent various clinical roles who serve different patient populations, because their first-hand experience helps validate needs, design better solutions and controls, and leads to quicker adoption across the organization. Empowering clinicians with leadership and oversight also fosters self-management behavior and a respectful, collaborative work environment that leads to higher job satisfaction and better patient care.

Clinical operations and oversight is carried out by leaders in each of the following areas:

Clinical Services Leadership Team (CSLT), comprised of 12 providers representing MDs, PAs, NPs, and Registered Nurses, advises the VP of Clinical Operations on all aspects of clinical care

Physician Executive Council (PEC), Consists of our National Medical Director (*Dr. Michael Huang*) who serves as chairman of the council, our VP of Clinical Services (*Beverly Raymond*), and key physicians who have experience practicing within Marathon Health. The Council provides Marathon Health clinical leaders with considerations, recommendations and guidance on the continual advancement of Marathon Health policies, protocols, and goals.

Regional Clinical Leaders ensure consistency and quality of care across health centers, oversee provider peer support, and collaborate with Account Managers to ensure the overall success of health center teams

National Practice Leaders develop and promote standards of practice in the areas of Physical Therapy, Behavioral Health, Functional Medicine, and Health Coaching

Clinical Operations Team includes clinicians and practitioners with doctorate degrees oversees the clinical logistics of new health center implementations and conversions from prior vendors, and provides onsite support during health center opening week

Training and Development, led by the VP of Organizational Development, trains and evaluates clinical competencies, provides continuing education and leadership training, and helps develop positive team dynamics

Chief Medical Information Officer ensures synergy between our model of patient care and technology platform

Regulatory and Compliance Analyst tracks medical licensure, advising on state regulations to ensure compliance

Clinical committees with direct reporting line to the VP of Clinical Operations or the Chief Medical Information Officer:

- Chronic condition management
- Policy
- Quality assurance and patient safety
- Chart review and site visits
- Grand Rounds
- EMR (Electronic Medical Record)
- Go-live training

At Marathon Health, collaboration and teamwork are core values--we believe "we accomplish more together." These values are reflected perhaps nowhere more than in the leadership and organizational structure of our Clinical Services, where passionate providers ensure rigorous quality standards and work together to accomplish our mission of delivering a better healthcare experience.

Clinical Leadership Tenure and Bios:

Dr. Michael Auringer, MD, Medical Director at Concho (6 years) – Dr. Auringer is the trusted family physician and Medical Director at one of Marathon Health's Texas-based health centers. Having practiced for over 30 years, Dr. Auringer is an active member of the American Academy of Family Physicians, the Texas Medical Association, and the Texas Medical Foundation. As a member of Marathon Health's Clinical Services Leadership Team, Dr. Auringer provides clinical oversight on health center protocols and medical services.

Teresa F. Corley, PA-C, West/Midwest Regional Clinical Leader (5 years) – Teresa has been a practicing Physician Assistant for over 30 years, previously owned a PA placement service, and has a teaching background. She has provided clinical expertise to the National Depression Collaborative and the Oklahoma Department of Human Services.

Rosa De La Torre, RN, MSN, FNP-BC, CDE, Southwest Regional Clinical Leader, National Director of Diabetes Education Services (6 ½ years) – Rosa is a Family Nurse Practitioner with over 20 years' experience in family practice and urgent care. Rosa was featured in Modern Healthcare's "People on the Move" column for developing and co-directing Marathon Health's Diabetes Self-Management and Education service.

Dr. Perla del Pino-White, DO, Medical Director at City of Fort Lauderdale (3 years) – Dr. del Pino-White is a family physician with board certification through the American Osteopathic Board of Family Physicians. In addition to her role as a Florida-based Medical Director, she serves on Marathon Health's disease management committee and Clinical Services Leadership Team, and is an active mentor and leader at Marathon Health and in her community.

Sherry Gaudette, Manager of Clinical Logistics (4 years) – Sherry is certified in Occupational Health Practice Management, having worked for 20 years in rehabilitative services, emergency, and occupational health clinics. She has served as a trainer for drug and alcohol testing and is certified as an Occupational Hearing Conservationist. She applies her expertise and passion for worker health and safety to Marathon Health's implementation process for new health centers and vendor conversions, and oversees the clinical support team.

Tammy Gregerson, MPAS, PA-C, National Director of Functional Wellness, Account Manager (7 years) – Tammy has a Master's degree in Physician Assistant Studies, is a certified Personal Trainer, and has owned her own fitness business. She has served as a provider at three of Marathon Health's health centers, as clinical advisor on new customer implementations, and earned a Six Sigma green belt for developing Marathon Health's functional wellness services.

Dr. Michael Huang*, MD, National Medical Director – Dr. Huang has over 20 years of experience in primary care, having completed his Internal Medicine Residency at Vanderbilt University in Nashville, TN in 1996 prior to joining the faculty of the University of Kentucky College of Medicine where he achieved the rank of Associate Professor of Internal Medicine and served as medical director of the Kentucky Clinic South Primary Care Practice. He joined Marathon in 2013 as the medical director of the Lexmark Health and Wellness Center prior to transferring to the Samuel Brown Health Center for LFUCG employees and families in 2017.

Jane Julian, MSN, ARNP, FNP-BC, BC-ADM, Southeast Regional Clinical Leader (5 years) – Jane is a Family Nurse Practitioner with an MS in Nursing and certification as Advanced Diabetes Manager and Advanced Registered Nurse Practitioner. She has been practicing for 40 years, including specialty work in endocrinology.

Tracy Lord, MSL, RP, Senior Regulatory and Compliance Analyst (2 ½ years) – Tracy holds a Master of Science in Law degree and has 30 years' experience as a Registered Paralegal with a background in healthcare and medical malpractice defense. She is an active committee member with the National Federation of Paralegal Association.

Lisa Murphy*, RN, MBA, Vice President of Organizational Development (6 ½ years) – Lisa brings her clinical and business expertise to deploy training, development, and leadership programs to meet Marathon Health's organizational needs. She is recipient of Vermont Organization of Nurse Leaders Fellowship and has received multiple internal awards for her initiative and work ethic. She has served on the review committee for the Infusion Nursing Standards of Practice, presented at the Vermont Organization of Nurse Leaders' Summit, and has published work in the Journal of Managing Infection Control.

Mary Meyer, RN, National Director for Health Coaching, Account Manager (9 ½ years) – Mary has been a Registered Nurse for 16 years, with a background in oncology, hematology, and palliative care. She provides leadership for the American Cancer Society's mentoring and precepting programs with an emphasis on preventative nursing services. A certified Health and Wellness Coach, Mary oversees Marathon Health's onsite and traveling health coaching services, and also serves as an Account Manager and provider at our Minneapolis-based health centers. She is the recipient of multiple internal awards for her compassionate care and visionary contributions.

Denise Myers, MS, Account Manager, National Director of Behavioral Health (1 ½ years) -- Denise has an MS Degree in Counseling and has worked in higher education as 504 Coordinator and Accommodations Specialist as well as a mental health counselor. She provided leadership in the development of Marathon Health's behavioral health services, provides oversight of mental health counselors, and serves as a Florida-based Account Manager.

Mark A. Niebuhr, PT, Cert. MDT, CMP, National Director of Physical Therapy (5 years) – Mark has Bachelor of Science degree in Physical Therapy, is certified in Mechanical Diagnosis and Therapy of the Spine, and is a Certified Mulligan Practitioner. After working in the Mayo Health System for over a decade, and established a physical therapy clinic at a U.S. Army base, he was hired as Marathon Health's first Physical Therapist in 2013. Since then, he has created a framework for the promotion and expansion of physical therapy services for Marathon Health's customers.

Beverley Raymond*, ANP-BC, MSN, Vice President of Clinical Operations (12 ½ years) – Bev is the senior leader responsible for the delivery of clinical services. A member of Marathon Health's leadership team for more than a decade, Bev brings considerable expertise in cardiac critical care, geriatric medicine, and teaching. She held a governor-appointed role on the Vermont Commission on Aging, and served as the Vermont State Refugee Health Coordinator for the Department of Health prior to her role at Marathon Health. She has overseen exponential growth in personnel during her tenure at Marathon Health, as well as significant and thoughtful expansion of services.

Dr. Levi Rizk, DO, Medical Director at Fauquier County (2 years) – Dr. Rizk is a board certified Osteopathic Family Physician. Prior to joining Marathon Health, Dr Rizk practiced in a community hospital setting with multiple roles involving hospital, and outpatient care. He also served as the medical director over the outpatient clinics collaborating closely with the hospital's leadership team. He is a member of the American College of Osteopathic Family Physicians and previously served as a delegate for district 6 for the Medical Society of Virginia.

Colleen Schaeffel, MPAS, PA-C, Eastern Regional Clinical Leader, National Director of Clinical Peer Support (11 ½ years) – Beginning as Marathon Health's original provider, Colleen has been instrumental in establishing the standards of clinical excellence we use today. She has a Master's in Physician Assistant Studies and has served as a provider in multiple health centers. Colleen helped developed and currently leads the clinical peer support program at Marathon Health.

Dr. Amy Sachau, MD, Medical Director at Shawnee Mission School District – Dr. Sachau serves as a member of Marathon's Clinical Services Leadership Team. Prior to joining Marathon she worked at the Mercy Clinic and Hospital and at Lee's Summit Hospital as an emergency room physician. She attended University of Kansas School of Medicine and received her BA at Baylor University. Spending more time with patients was key in her joining Marathon.

Barbara E. Swan*, MSN, FNP-BC, Chief Medical Information Officer (13 years) – Barb brought her clinical expertise and extensive background in medical software to Marathon Health at its inception, providing much of the oversight, design and development of our proprietary electronic medical record (EMR). She helped to develop clinical workflows and embed real-time clinical decision support capabilities into the EMR, and continues to stay involved in enhancements to support clinicians and their work achieving population health outcomes. Barb oversees the Disease Management, clinical content, and EMR committees.

** Also a member of the Senior Leadership Team*

Clinical Roles and Responsibilities

Physician (MD/DO):

Credentials: Board eligible, preferably board certified. Five years of experience as a DO or MD (typically MD).
Roles and responsibilities:

- Provide general health care
- Perform physical exams
- Prescribe medications
- Order lab tests and interpret X-ray and lab test results
- Diagnose common illnesses
- Develop treatment plans
- Coordinating referrals
- Performing certain procedures and minor surgeries (i.e. bone marrow biopsy; lumbar puncture)
- Provide patient education and counseling to support healthy lifestyle behaviors
- Instruct patients about medications and special diets

Collaborating Physician (MD and/or DO):

Credentials: Board eligible, preferably board certified. Five years of experience as a DO or MD (typically MD).
Roles and responsibilities

- Provide primary care oversight
- Provides collaboration and medical advice/guidance to nurse practitioner/physician assistant
- Functions to comply with state medical and nursing regulatory boards through signed protocols and procedures
- Contributes to design and management of health programs and policies
- Reviews and audits clinical charts for quality assurance and regulatory compliances
- Medical liaison to community
- Participation in center promotions and special events
- Approves and signs standing orders for licensed clinicians
- Source for specialist referral network and local community health resources
- PCP referrals for patients without a PCP, who may have extensive medical management or complex treatment

Nurse Practitioner (NP) / Physician Assistant (PA):

Credentials: Requires a master's degree or doctorate. Must be licensed as a nurse practitioner or physician assistant in the state(s) within which they work, with a minimum of two years professional, clinical experience. Knowledge and experience with primary/urgent care, health risk assessments, lifestyle risk reduction, disease management, and health promotion is recommended. Individuals who have had work experience(s) requiring autonomy and independent decision making, budget responsibility, management skills, and business acumen are preferred. Board Certified Provider. Certified in Basic Life Support.

Roles and responsibilities:

- Provide general health care
- Perform physical exams
- Prescribe medications
- Order lab tests (at the direction of the MD) and interpret X-ray and lab test results
- Diagnose common illnesses

- Develop treatment plans
- Coordinate referrals
- Perform certain procedures and minor surgeries (i.e. bone marrow biopsy; lumbar puncture)
- Provide patient education and counseling to support healthy lifestyle behaviors.

Registered Nurse (RN) / Licensed Practical Nurse (LPN):

Credentials: Must be licensed as a registered nurse in the state(s) within which they work.

- Provides ongoing coaching, teaching, and social support to help individuals build self-efficacy skills and achieve personal health goal(s).
- Delivers health education presentations and facilitates wellness health promotions, such as the Biggest Loser Contest.
- Administer immunizations and allergy injections.
- Provides timely and accurate responses to individuals requesting information and assistance to better utilize the healthcare system and be more informed healthcare consumers.
- Uses national clinical guidelines and standards to provide chronic condition coaching for individuals with select chronic conditions within state regulations.

Medical Assistant (MA)

Credentials: Requires 1-2 years of Medical Assistant experience. Attention to detail, ability to communicate effectively with program participants, phlebotomy, experience with electronic medical record and familiarity with computer programs are key requirements for the work. Certification as a Medical Assistant preferred; certified phlebotomist preferred.

- Take medical histories
- Record vital signs
- Explain treatment procedures to patients
- Prepare patients for examination
- Assist during diagnostic examinations
- Collect and prepare laboratory specimens
- Perform basic laboratory tests
- Dispose of contaminated supplies and sterilize medical instruments
- Prepare and administer medications as directed
- Authorize drug refills as directed and telephone prescriptions to pharmacies
- Draw blood
- Take electrocardiograms
- Remove sutures and change dressings
- Facilitate communication between the patient and other health care professionals

Practice Support Specialist (PSS)

Credentials: No clinical credentialing required (non-clinical support staff role). Competencies required include:

- *Customer Focus:* Building strong customer relationships and delivering customer-centric solutions.
- *Communicates Effectively:* Developing and delivering multi-mode communications that convey a clear understanding of the unique needs of different audiences.
- *Instills Trust:* Gaining the confidence and trust of others through honesty, integrity, and authenticity.

ADD-ON / OPTIONAL SERVICES:

Physical Therapist (PT)

Credentials: Minimum 2 years' experience in out-patient/general orthopedic physical therapy; must be licensed as a Physical Therapist in the state of employment; manual therapy training and orthopedic skills are preferred for this unique position; qualified applicants should believe in making a difference and believe in quality decisions, certification in Basic Life Support required; have excellent communication skills, collaborate effectively, and instill trust to lead a great wellness program.

Roles and responsibilities:

- Diagnose and manage movement dysfunction and enhance physical and functional abilities
- Restore, maintain, and promote not only optimal physical function but optimal wellness and fitness and optimal quality of life as it relates to movement and health
- Prevent the onset, symptoms, and progression of impairments, functional limitations, and disabilities that may result from diseases, disorders, conditions, or injuries
- Consult with patients to learn about their physical condition and symptoms
- Develop treatment plans and teach patients how to properly use exercise techniques
- Provide modality treatments to include ultrasound, electrical stimulation, iontophoresis and hot / cold therapy
- Maintain patient records and efficiently identify and document goals, anticipated progress and plans for patient re-evaluation.
- Advise patient and family about in-home treatment options and exercise.

Behavioral Health Counselor (BHC)

Credentials: Two or more years' experience as a Licensed Clinical Mental Health Counselor or Licensed Clinical Social Worker (LCSW) with experience in treatment of substance use disorder and crisis management. Current and unrestricted state licensure in the state where practicing. Master's degree from a mental health counseling program accredited by the Council for the Accreditation of Counseling and Related Educational Programs (CACREP) that consists of at least 60 semester hours or 80 quarter hours of clinical and didactic instruction, including a course in human sexuality and a course in substance abuse.

Roles and responsibilities:

- Computer skills: knowledge of Electronic Medical Record (EMR) software
- Experience in treatment of substance use disorder
- Crisis management experience
- Ability to build and maintain trusting relationships
- Ability to work on a multidisciplinary team
- Comfort with teaching information in a large group setting
- Ability to facilitate behavioral health group sessions
- Current and unrestricted state licensure in the state where practicing.

Registered Dietitian (RD)

Credentials: Must be licensed as a certified as a registered dietitian with a minimum of three years professional, clinical experience. Knowledge and experience in health risk assessments, lifestyle risk reduction, disease management and health promotion is required. Preferred qualifications include:

- Experience in counseling, social work or mental health a plus;
- Certified as a health coach with a background in chronic condition management;
- Additional certifications related to health promotion, fitness and chronic condition management a plus.

Primary Care Services

Marathon Health primary care providers (PCPs) are physicians, nurse practitioners, and physician assistants. They identify and address health risks, engage patients to become more involved in their own healthcare, and provide a broad spectrum of ongoing preventive and curative care, including health promotion and early diagnosis of disease or disability. **Serving as the patient's main source of essential, regular medical care for continuity and integration of health care services is foundational to physical, mental, and social health.**

Marathon Health Providers

A Marathon Health PCP understands the whole individual, and helps to prevent disease and manage care when a person is diagnosed with a condition. Marathon Health providers are the first point of contact to treat any of the patient's health concerns.

Our experienced clinicians provide:

- Superior, cost-effective medical care and prescription management
- Evidence-based acute and episodic care for illnesses and injuries
- Screening and management of chronic conditions
- Specialist care referrals
- Patient education and health screening to identify and counsel for exercise, nutrition, tobacco cessation, weight management, and stress reduction
- Motivational interviewing and appreciative inquiry to empower the patient to address health risks at every opportunity
- Shorter wait times and longer appointment times
- Patient health advocacy to help patients understand their benefits and navigate health and community resources to achieve quality, integrated care

Primary Care Scarcity in the United States

One in five people nationwide (62 million) lack or have inadequate access to primary care. This is due to national shortages in primary care specialists that make up one-third of the physician workforce, but account for almost half of physician office visits annually. By 2032, the US will require up to 52,200 more practicing PCPs to remedy the provider shortage. Further, even when patients are able to see their PCP, **the US has significant gaps in wait times for primary care, resulting in 59% of Americans unable to get a same day or next day appointment when ill. Wait times for appointments in family practice average 19 days.**

Customer Testimonial

> "Working with Marathon Health provides our associates with access to 'true' primary care: preventive screenings, health assessments, and coaching for reducing risks; assistance with managing chronic condition; and a trusted clinician to help understand the complexities of our healthcare system."

– Carol O'Donnell
VP of Human Resources
New Balance

Marathon health® For life.

BEST IN KLAS WORKSITE HEALTH SERVICES 2020

Patient Testimonial

> "I was overweight, felt tired and unhappy, and needed to prioritize my overall health. As a mother of three, I needed a solution that would work with my busy schedule. I took the first step and went to my employer's onsite health center, @WorkCare, to connect with a primary care provider (PCP). She was very thorough and provided the best care."

– Mahlako, patient at the @WorkCare health center

Marathon Health's Worksite Solution

The Marathon Health care model alleviates some of the issues such as long wait times, access, and the primary care shortage to allow patients **better access to primary care services by employing the expanded use of NPs and PAs performing basic primary care, a solution that the Institute of Medicine has recommended for resolving the primary care gap in the US.**

Helping Employers Close the Primary Care Gap

When you invest in worksite healthcare as an employer, you expand the accessibility and availability of primary care, a scarce health resource in America. The Kaiser Family Foundation estimates that for adults, 28% of males and 17% of females in the US do not have a regular PCP. The services Marathon Health provides can play a vital role in filling the primary care gap as leading employers offer a healthcare solution; one that lowers costs, engages employees in their health, and improves employee health outcomes and quality of life. We tailor our primary care services to fit the needs of your business and workforce by utilizing NPs, PAs, DOs, or MDs held to the highest standard of clinical excellence to provide primary care, health coaching and acute care, or collaborating with a patient's established PCP.

Primary Care Is the Core Driver of Cost Reduction

A Marathon Health PCP understands the whole individual, and helps to prevent disease and manage care when a person is diagnosed with a condition. Marathon Health providers are the first point of contact to treat any of the patient's health concerns.

Our experienced clinicians provide:

25% reduction in per capita cost for engaged Marathon Health patients

21% reduction of emergency department use for patients using Marathon Health worksite healthcare services

36% reduction in per capita cost for high risk and chronic condition patients engaged with Marathon Health care

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Primary Care Scope by Role

Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Dermatology/Skin	Suture removal		●	●	●	●	●	●
	Splinter removal				●	●	●	●
	Acne	*				●	●	●
	Cellulitis					●	●	●
	Corns, calluses					●	●	●
	Dermatitis – contact, seborrhea, eczema					●	●	●
	Herpes simplex and zoster					●	●	●
	Infections - bacterial, fungal					●	●	●
	Insect stings					●	●	●
	Itchy skin					●	●	●
	Minor burns					●	●	●
	Onychomychosis	*				●	●	●
	Psoriasis	*Only treat mild cases that involve less than 5-10% of the body				●	●	●
	Rashes					●	●	●
	Scabies, pediculosis					●	●	●
	Skin trauma – bites, burns, injuries					●	●	●
	Warts					●	●	●
	Suturing – minor wounds	When and how to use Dermabond.doc				●	●	●
	Skin tag removals					●	●	●
	Shave and Punch biopsies					●	●	●
	Removal of benign lesions					●	●	●

● Yes ● Depends on skill set and experience ● If permissable by state law and trained ● If agreement with collaborating MD to over-read ● Coaching

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Ophthalmic/Eye	Eye irrigation – foreign body	(MA and LPN – eye flush)	●	●	●	●	●	●
	Blepharitis					●	●	●
	Chalazion	Refer if surgical procedure is required				●	●	●
	Eye infections, i.e. Conjunctivitis					●	●	●
	Sty	Refer if surgical procedure is required				●	●	●
	FB Eye, Corneal Abrasion	Some foreign bodies in the eye will require referral to the ER or an ophthalmologist				●	●	●
Ear, Nose, and Throat	Cerumen removal, foreign body	Cerumen removal Ear lavage (NP and PA only)	●	●	●	●	●	●
	Allergy immunotherapy	Allergy immunotherapy	●	●	●	●	●	●
	Epistaxis	If readily controllable		●	●	●	●	●
	Ear pain/infections					●	●	●
	Facial pain, sinus infections					●	●	●
	Mouth sores					●	●	●
	Nasal congestion, runny nose					●	●	●
	Sore throat, Strep					●	●	●
	Swollen glands / Parotidits					●	●	●
Respiratory	Acute Bronchitis					●	●	●
	Asthma, acute flare up	May require referral				●	●	●
	Cough					●	●	●
	Pneumonia	May require referral				●	●	●
	Upper Respiratory Infection (URI) / Flu symptoms					●	●	●
	Difficulty breathing	Triage for treatment vs. referral SOB/Dyspnea				●	●	●
Cardio-vascular	Screening and treatment for Hyperlipidemia	MA's, LPN's, and RN's can perform screenings				●	●	●
	Screening and treatment for Hypertension	MA's, LPN's, and RN's can perform screenings				●	●	●

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Cardio-vascular	Chest pain	Triage for treatment vs. referral GUIDELINE: Chest pain or chest pressure				●	●	●
	Palpitations	Triage for treatment vs. referral Palpitations				●	●	●
Endocrine	Screening for Diabtetes		●	●	●	●	●	●
	Diabetes	Treatment if no PCP				●	●	●
	Screening for Thyroid Disease and management	Treatment if no PCP				●	●	●
Gastrointestinal	Constipation					●	●	●
	Diarrhea					●	●	●
	Gastroenteritis					●	●	●
	Heartburn, GERD					●	●	●
	Hemorrhoids	Refer if surgical procedure is required				●	●	●
	Indigestion/Heartburn					●	●	●
	Nausea and vomiting	*				●	●	●
	Abdominal pain	Triage for treatment vs. referral Abdominal pain				●	●	●
Genitourinary	Screening for Prostate Cancer					●	●	●
	Prostatitis					●	●	●
	Urinary symtoms / Infection / Dysuria					●	●	●
Musculoskeletal	Ankle sprain or injury					●	●	●
	Elbow pain or injury					●	●	●
	Fractures (Rule out)	Splint or refer to orthopedics if fracture on x-ray. No manipulation fractures				●	●	●
	Hip pain					●	●	●
	Knee pain or injury					●	●	●
	Low back pain or injury, Sciatica					●	●	●

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Musculoskeletal	Neck pain					●	●	●
	Screening for osteoporosis	If no PCP - DEXA Scan referral				●	●	●
	Shoulder pain					●	●	●
	Wrist pain or injury					●	●	●
	Gout	*				●	●	●
Neurologic	Headaches	Dizziness / Lightheadedness / Presyncope				●	●	●
	Migraines					●	●	●
	Vertigo/dizziness	Triage for treatment vs. referral				●	●	●
Systemic Problems	Overweight/Obesity				●	●	●	●
	Fatigue					●	●	●
	Lyme's Disease	*				●	●	●
	Fever					●	●	●
	Lymphadenopathy	Refer as necessary *				●	●	●
	Mononucleosis					●	●	●
	Pain Control and Narcotics	Short cycles of pain control only Controlled Substances Policy and Documentation Requirements				●	●	●
	Chronic pain control with narcotics	Refer to pain management				X	X	X
	Annual exams and screening					●	●	●
Women's Health	Pregnancy Education				●	●	●	●
	Menorrhagia					●	●	●
	Obstetrical Care	Refer to OB				X	X	X
	Preventative Health/ Pap smears	Refer abnormal paps to gyn Pap Smears – Provision of				●	●	●
	Birth Control	No insertion of IUD's or Implanon or fitting for diaphragms				●	●	●
	Depo Provera Injections	Depo Provera Injection				●	●	●

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Women's Health	Screening and treatment for Sexually Transmitted Diseases (STDS)	Refer positive HIV				●	●	●
	Vaginal Discharge					●	●	●
	Vaginitis/Cervicitis/Cervicalgia/ Bacterial Vaginosis					●	●	●
	Yeast infections					●	●	●
	Perimenopause, menopause					●	●	●
Behavioral Health	ADD/ADHD`	Prescribing of controlled substances only in specific situations Controlled Substances Policy and Documentation Requirements				●	●	●
	Anxiety	Prescribing of controlled substances only in specific situations Controlled Substances Policy and Documentation Requirements			●	●	●	●
	Minor Depression	Refer for moderate to severe depression			●	●	●	●
	Insomnia	Prescribing of controlled substances only in specific situations Controlled Substances Policy and Documentation Requirements				●	●	●
	Substance abuse				●	●	●	●
	Stress management				●	●	●	●
Pediatrics	Camp and Sports Physicals					●	●	●
Immunizations/Travel Health, Other Injections	PPD sking testing	TB Testing for patients – Purified Protein Derivative (PPD) Skin Testing for Tuberculosis Screening	●	●	●	●	●	●
	Vitamin B12 injections	B12 Injections	●	●	●	●	●	●
	Travel Health	Counseling and immunzations if vaccine purchased by customer Travel Consultations and Administration of Travel Immunizations	●	●	●	●	●	●
	Influenza	If purchased by customer	●	●	●	●	●	●
	Live, Intranasal Influenza vaccine	If purchased by customer	●	●	●	●	●	●
	PCV 13 or Prevnar 13 (Pneumococcoal conjugate vaccine) – for children under five years of age	If purchased by customer and only in special approved circumstances	●	●	●	●	●	●

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Immunizations/Travel Health, Other Injections	Pneumovax or 23-valent polysaccharide vaccine (PPVSV)	If purchased by customer	●	●	●	●	●	●
	Hepatitis A	If purchased by customer	●	●	●	●	●	●
	Hepatitis B	If purchased by customer	●	●	●	●	●	●
	Td or Tdap	If purchased by customer	●	●	●	●	●	●
	Inactivated Typhoid	If purchased by customer	●	●	●	●	●	●
	Inactivated Poliovirus	If purchased by customer	●	●	●	●	●	●
	Meningococcal	If purchased by customer	●	●	●	●	●	●
	HPV (Human Papillomavirus)	If purchased by customer	●	●	●	●	●	●
	Shingles	If purchased by customer	●	●	●	●	●	●
	Varicella	If purchased by customer	●	●	●	●	●	●
	Measles, Mumps, Rubella	If purchased by customer	●	●	●	●	●	●
	Meningococcal	If purchased by customer	●	●	●	●	●	●
	Haemophilus influenza type b	If purchased by customer	●	●	●	●	●	●
Other	Phlebotomy	Phlebotomy, Lab Orders and Handling Critical Labs	●	●	●	●	●	●
	EKG Interpretation	EKGs at Marathon Health Centers				●	●	●

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Behavioral Health Services

Mental health disorders are prevalent and costly for employers and often debilitating for employees. Employers carry the cost and productivity burden of mental health issues with more than 70 million lost work days each year. Mental health issues such as stress, anxiety, depression and substance abuse contribute to high turnover, burnout, exhaustion, and decreased motivation. For substance abuse alone, drug and alcohol costs the U.S. $276 billion each year. With 60 percent of adults with a substance abuse problem employed full time, a significant part of these costs are paid by employers. And for the immeasurable loss and tragedy associated with accidental death and suicide from mental illnesses, the need for increased access to mental health services is clear.

Summary

One in five Americans suffer with a mental health disorder

60% **of adults** with a substance abuse problem are employed full time

70 **million lost work days** per year due to mental health disorders

3:1 **ROI** in redirected care, productivity, and turnover gains

Our Solution

Accessing mental health services can be challenging. Three reasons mentioned for not getting mental health care includes social stigma, long waits for appointments, and poor quality of care. Because we recognize that mental health is a key contributor to overall wellbeing, Marathon Health offers comprehensive behavioral health counseling services at our worksite health centers.

The behavioral health counseling services are offered by a master's level licensed clinical mental health counselor who is trained in practicing patient-centered, outcomes-based therapy and delivering mental health and wellness care to individuals, couples, and families. The counselor can lead group sessions and educational workshops to promote overall wellbeing in the workplace. Topics may include substance abuse, relationships, stress, anxiety, anger management, and self-image.

Benefits of Worksite Behavioral Health

- Increased access to mental health counseling
- Collaboration between health center provider and counselors for medication management, referrals, and care coordination
- Reduced stigma for mental health issues
- Improvements in productivity and turnover
- Hard dollar savings from redirected care

Proven Value

The impact of offering behavioral health services at work can be measured through health improvements and financial returns. Health improvement measures include depression, anxiety, substance abuse, and domestic violence scores over 12 months. Improvements in the overall mental health of the population deliver a 10% increase in productivity and a 5% reduction in turnover. Savings as a result of offering mental health services provide a 2:1 ROI for the redirected care, coordination with the onsite provider, and medication management; with productivity and turnover gains, we see a 3:1 ROI.

Marathon health® For life.

Marathon Health Quality Assurance and Review Process

Marathon Health's organizational approach to using evidence-based guidelines in establishing treatment plans is threefold:

1. Proprietary, clinical evidence-based guidelines are built in to our EMR for 14 conditions, including: preventive health care maintenance, diabetes, hypertension, coronary artery disease, metabolic risk syndrome, asthma, chronic obstructive pulmonary disease, heart failure, lower back pain, depression, rheumatoid arthritis, osteoarthritis, sleep apnea, and GERD.
2. We use clinical protocols that follow evidence-based guidelines to aid in decisions regarding diagnosis, management, and treatment of issues such as chest pain, palpitations, etc.
3. Marathon Health provides clinical support tools at the point of care to ensure our physicians are practicing evidence-based medicine as a standard at all of our health centers. Our EMR is designed around clinical workflows that include integrated access to evidence-based clinical information resources to provide clinician access to current standards of care. In addition, we provide links in the EMR to several national health organizations.

Marathon Health monitors how many of our patients with chronic care conditions are at the standard of care (e.g. which diabetic patients have had A1C tests performed; how many patients with persistent asthma have inhaled corticosteroid ordered. We track and benchmark certain conditions (such as diabetes, asthma, etc.) and continue to expand our capabilities. In addition, we track HEDIS measures (national quality benchmarks).

Marathon Health utilizes a physician medical director, or collaborating physician, who is contracted from the local community to conduct independent chart review, issue standing medical orders, provide oversight, and ensure clinical quality and compliance. Responsibilities include:

- Primary care oversight
- *Provides collaboration and medical advice/guidance to the nurse practitioner/physician assistant*
- Functions to comply with state medical and nursing regulatory boards through signed protocols and procedures
- Contributes to design and management of health programs and policies
- Reviews and audits clinical charts for quality assurance and regulatory compliance
- Medical liaison to community
- Participation in center promotions and special events
- Approves and signs standing orders for licensed clinicians
- Source for specialist referral network and local community health resources
- Source for PCP referrals for patients without a PCP who may have extensive medical management or complex treatment

Credentialing, quality assurance and compliance practices include:

1. ***Ongoing Credentialing:*** Annually, Marathon Health verifies that each Nurse/PA/NP/RD/PT Physician has a current license and national certification status (if applicable) to practice in the State where they are providing services. The Clinical Services Department is responsible for the maintenance of these records and confirms that any legally required annual training has been met by each clinician. Specific actions include:
    - Annually all clinical employees receive mandatory OSHA (blood borne pathogens) and HIPAA training.
    - Annual verification of professional license and certification status – confirmed with the designated medical/nursing boards.
    - We follow State rules and regulation for credentialing and licensing for each State where we operate.
    - We perform annual onsite evaluation of clinicians.

2. *Clinical Guidelines and Decision Support*:

- *Clinical Guidelines and Decision Support:* We provide our clinicians an online decision support tool through Medicomp Systems. Medicomp is the creator of clinical content that is mapped to standardized nomenclature such as ICD 10, CPT, and order entry, which improve EMR usability at the point of care. Medicomp's MEDCIN® Engine filters and presents real-time, relevant clinical data at the point of care to support the clinical thought process, enable care coordination, satisfy documentation and compliance requirements, and promote the use of codified clinical content. All content in the database is evidence-based and identifies all possible treatment options. The MEDCIN Engine, and its component parts, has been continuously expanded and refined since 1978.
- *Clinical Reference Material:* Our clinicians receive an online subscription to *UpToDate,* an evidence-based clinical information resource available on the Web, desktop, and PDA. *UpToDate* provides concise, practical answers at the point-of-care specific to their specialty. More than 3,600 clinicians serve as authors for *UptoDate*. The content goes through an extensive peer review process to ensure that the information and recommendations accessed are accurate and reliable. *UpToDate* also offers AMA PRA Category 1 Continuing Medical Education (CME) Credit™, AAFP Prescribed credit, AAP credit, AOA credit, AAPA equivalent credit, and AANP contact hours while clinicians work.
- *Clinical Committees:*
    - *Scope Committee* – Reviews clinical scope of services, researches and makes decisions on additional clinical services.
    - *Protocol/Policy Committee* – Writes and reviews clinical protocols and guidelines for safe, efficient, and effective standards of care.
    - *Quality Assurance Committee* - The QA committee reviews current Marathon Health quality assurance measures, reviews summary of clinical Occurrence Reports, clinical key performance indicators, and Triple Aim measures, and creates and implements quality care plans. The committee learns of gaps with quality care and implements processes through the Clinical Services Leadership Team, training department, and other committees to ensure high quality healthcare is provided at all health centers.
    - *Chart Audit Committee* – A team of internal chart auditors, who are proficient in their own charting and have been trained on the chart audit process, review and provide feedback to all clinicians regarding their documentation and coding. Clinician's charts are reviewed, randomly chosen from the schedule, completed and scored, and given feedback for areas of improvement. The goal is for all clinicians to be proficient with their documentation and coding, which is defined by a score of 85% or better. This information is tracked and reported as a MH Key performance indicator.
    - *Our Clinical Services Leadership Team*, consisting of national level clinical leaders, presides over all guidance and strategic direction for the function. Clinical management and oversight includes procedures for recruitment and hiring, orientation and mentoring, on-going training, quality assurance oversight, clinic implementations, and assistance in coordination of large-scale activities such as biometric screenings.
    - *Training Manuals:* Policy, procedure, and protocol documentation exists for the Marathon Health clinicians for each of the following:
    - Disease Management Protocols and Clinical Guidelines
    - Life Style Risk Reduction Protocols and Clinical Guidelines
    - Electronic Health Portal
    - Policies and Procedures
    - OSHA Guidelines

- CLIA Manual
- *Monthly Clinical Meetings:* All the Marathon Health clinicians meet monthly via audio- conference to review clinical workflows, case studies, guidelines and policies, and share best practices and address questions and concerns.
- *Disease Management Committee:* The Disease Management Committee meets monthly to develop, update and implement DM programs and to review national clinical guidelines for each of our core programs and adjust the program protocols accordingly.
- *National Certification and Continuing Education:* Clinicians receive an annual allowance and paid time off to meet their national certification continuing education requirements.

3. Quality Review Process:
    - *Clinical Advocate Program:* Each clinician is assigned a clinical advocate. The clinical advocates serve in a supportive and guiding role for the clinical team members and area part of the Collaborative Customer Care Team. Clinical Advocates (CA's) will help each clinician feel connected to the larger Marathon Health Nation, be a point person for addressing clinical questions and concerns, and help ensure thorough and requested training is available. CA's are a clinical resource and point person for the Account Managers. Colleen Schaeffel facilitates this program.
    - *MA/LPN Advocate Program:* The purpose of the MA/LPN Advocate is to provide support and ensure thorough and complete training for all those in the role of MA, PSS, LPN/ LVN, to help increase proficiency level of all in those roles, and improve overall communication between field MA, PSS, LPN/LVNs and Marathon Health. Kendra Hopkins facilitates this program.
    - *Chart Audits:* Each month the collaborating physician assigned to the mid-level provider reviews a portion of the provider's progress notes. The collaborating physician utilizes a specific evaluation tool that was created specifically to assure that the chart audit is comprehensive and includes all of the components of evaluation that are deemed important.
    - *Onsite Evaluation:* Clinicians are evaluated onsite within six months of a new health center opening and annually thereafter.

ID	Task Name	Duration	Start	Finish
1	**Marathon Health - Escambia County, City of Pensacola, and Escambia County Sherrif's Dept Implementation Schedule**	**105 days**	**Mon 6/22/20**	**Fri 11/13/20**
2	**Project Kick-Off**	**14 days**	**Mon 6/22/20**	**Thu 7/9/20**
3	Review Contract	1 day	Mon 6/22/20	Mon 6/22/20
4	SIT Call / Update Customer Profile Sheet	1 day	Tue 6/23/20	Tue 6/23/20
5	SET Call	1 day	Wed 6/24/20	Wed 6/24/20
6	Update Customer Profile/Pre-Implementation Checklist	1 day	Thu 6/25/20	Thu 6/25/20
7	Establish Hours of Operation	2 days	Thu 6/25/20	Thu 7/2/20
8	Hold Project Kick-off	1 day	Thu 7/2/20	Thu 7/2/20
9	Publish Press Release	5 days	Fri 7/3/20	Thu 7/9/20
10	**Regulatory Compliance**	**35 days**	**Fri 7/10/20**	**Thu 8/27/20**
11	Sign Plan Sponsor Form	0.5 days	Fri 7/10/20	Fri 7/10/20
12	Sign required BAA and NDA agreements	20 days	Fri 7/10/20	Thu 8/6/20
13	**Review state regulations**	**5 days**	**Fri 7/10/20**	**Thu 7/16/20**
14	Dispensing	5 days	Fri 7/10/20	Thu 7/16/20
15	CLIA	5 days	Fri 7/10/20	Thu 7/16/20
16	Licenses	5 days	Fri 7/10/20	Thu 7/16/20
17	Apply for CLIA waiver	5 days	Fri 7/17/20	Thu 7/23/20
18	Obtain all State licenses	30 days	Fri 7/17/20	Thu 8/27/20
19	**Lab Vendor**	**35 days**	**Fri 7/10/20**	**Thu 8/27/20**
20	Identify lab vendor	5 days	Fri 7/10/20	Thu 7/16/20
21	Submit account request	30 days	Fri 7/17/20	Thu 8/27/20
22	Identify and set up vendor for biohazard waste removal	15 days	Fri 8/7/20	Thu 8/27/20
23	**Health Center Workflows**	**81 days**	**Fri 7/3/20**	**Fri 10/23/20**
24	**Initial Development**	**30 days**	**Fri 7/3/20**	**Thu 8/13/20**
25	Basic Patient Flow (including copay, HSA)	15 days	Fri 7/3/20	Thu 7/23/20
26	1st Treatment of Work Related Injuries	15 days	Fri 7/3/20	Thu 7/23/20
27	Onsite Dispensing	15 days	Fri 7/24/20	Thu 8/13/20
28	Occupational Health Services (UDS, BAT, PFT, Audiometry, Job Specific Physicals and Exams)	15 days	Fri 7/3/20	Thu 7/23/20
29	Referral Workflow	15 days	Fri 7/3/20	Thu 7/23/20
30	Data Flows	15 days	Fri 7/3/20	Thu 7/23/20
31	Review Flows with Client	10 days	Fri 8/14/20	Thu 8/27/20
32	Review Flows and Floor Plan with Clinical Team	1 day	Fri 10/23/20	Fri 10/23/20
33	**Pharmacy**	**83 days**	**Fri 7/17/20**	**Tue 11/10/20**
34	**Dispensing**	**83 days**	**Fri 7/17/20**	**Tue 11/10/20**
35	Determine State specific rules on dispensing	5 days	Fri 7/17/20	Thu 7/23/20
36	Identify billing and/or fee structure (if any)	5 days	Fri 7/17/20	Thu 7/23/20

ID	Task Name	Duration	Start	Finish
37	**Complete A-S Meds New Customer Checklist and forms**	**14 days**	**Fri 7/24/20**	**Wed 8/12/20**
38	For A-S Meds:Complete New Customer Information Sheet	14 days	Fri 7/24/20	Wed 8/12/20
39	For A-S Meds:Complete Practitioner Roster form	14 days	Fri 7/24/20	Wed 8/12/20
40	Assist A-S Meds to upload EE information into MD Scripts Software	1 day	Fri 7/24/20	Fri 7/24/20
41	Review medication list starter set & modify, if needed, for specific location	14 days	Fri 7/17/20	Wed 8/5/20
42	Onsite Dispensing System Set up (barcoder, software)	1 day	Tue 11/10/20	Tue 11/10/20
43	Onsite Dispensing System Training, Simulation & Mock	1 day	Tue 11/10/20	Tue 11/10/20
44	**Concierge Services**	**70 days**	**Fri 7/17/20**	**Thu 10/22/20**
45	Review State and Local Regulations	30 days	Fri 7/17/20	Thu 8/27/20
46	Research local pharmacies	30 days	Fri 7/17/20	Thu 8/27/20
47	Determine prescription volume	30 days	Fri 7/17/20	Thu 8/27/20
48	Contact local pharmacies	10 days	Fri 8/28/20	Thu 9/10/20
49	Determine copay strategy and workflows	30 days	Fri 9/11/20	Thu 10/22/20
50	Determine pick-up strategy, data exchanges and workflows	30 days	Fri 9/11/20	Thu 10/22/20
51	**e-Prescribe**	**66 days**	**Fri 7/24/20**	**Fri 10/23/20**
52	Complete e-Prescribe forms	5 days	Fri 7/24/20	Thu 7/30/20
53	Submit ticket for ePrescribe setup (practice ID and usernames)	7.5 days	Fri 7/31/20	Tue 8/11/20
54	Clinicians Trained on e-Prescribe	0.5 days	Fri 10/23/20	Fri 10/23/20
55	**Staffing**	**88 days**	**Fri 7/10/20**	**Tue 11/10/20**
56	**Recruit and hire**	**71 days**	**Fri 7/10/20**	**Fri 10/16/20**
57	**Physician Recruitment x 1.0 FTE**	**71 days**	**Fri 7/10/20**	**Fri 10/16/20**
58	Discuss requirements with client	2 days	Fri 7/10/20	Mon 7/13/20
59	Research regulations regarding supervising physician	1 day	Tue 7/14/20	Tue 7/14/20
60	Post position through relevant channels	2 days	Wed 7/15/20	Thu 7/16/20
61	Receive and screen resumes	25 days	Fri 7/17/20	Thu 8/20/20
62	Select short list	1 day	Fri 8/21/20	Fri 8/21/20
63	Complete interviews with site executives	10 days	Mon 8/24/20	Fri 9/4/20
64	Extend offer to selected candidate	0 days	Fri 9/4/20	Fri 9/4/20
65	Hire candidate (complete background check and license verification)	0 days	Fri 9/4/20	Fri 9/4/20
66	Transition Period (If hiring a MD may need to adjust transition period depending upon n	30 days	Mon 9/7/20	Fri 10/16/20
67	**Provider (Nurse Practitioner or Physician Assistant) Recruitment x 2.5 FTE**	**71 days**	**Fri 7/10/20**	**Fri 10/16/20**
68	Discuss requirements with client	2 days	Fri 7/10/20	Mon 7/13/20
69	Research regulations regarding supervising physician	1 day	Tue 7/14/20	Tue 7/14/20
70	Post position through relevant channels	2 days	Wed 7/15/20	Thu 7/16/20
71	Receive and screen resumes	25 days	Fri 7/17/20	Thu 8/20/20
72	Select short list	1 day	Fri 8/21/20	Fri 8/21/20
73	Complete interviews with site executives	10 days	Mon 8/24/20	Fri 9/4/20

ID	Task Name	Duration	Start	Finish
74	Extend offer to selected candidate	0 days	Fri 9/4/20	Fri 9/4/20
75	Hire candidate (complete background check and license verification)	0 days	Fri 9/4/20	Fri 9/4/20
76	Transition Period	30 days	Mon 9/7/20	Fri 10/16/20
77	**MA, LPN or PSS Recruitment x 4.0 FTE**	**51 days**	**Fri 7/10/20**	**Fri 9/18/20**
78	Discuss requirements with client	2 days	Fri 7/10/20	Mon 7/13/20
79	Research regulations regarding supervising physician	1 day	Tue 7/14/20	Tue 7/14/20
80	Post position through relevant channels	2 days	Wed 7/15/20	Thu 7/16/20
81	Receive and screen resumes	25 days	Fri 7/17/20	Thu 8/20/20
82	Select short list	1 day	Fri 8/21/20	Fri 8/21/20
83	Complete interviews with site executives	10 days	Mon 8/24/20	Fri 9/4/20
84	Extend offer to selected candidate	0 days	Fri 9/4/20	Fri 9/4/20
85	Hire candidate (complete background check and license verification)	0 days	Fri 9/4/20	Fri 9/4/20
86	Transition Period	10 days	Mon 9/7/20	Fri 9/18/20
87	**Secure Supervising MD**	**30 days**	**Wed 7/15/20**	**Tue 8/25/20**
88	Research rules and regulations regarding supervising physician	5 days	Wed 7/15/20	Tue 7/21/20
89	Post position through relevant channels	5 days	Wed 7/22/20	Tue 7/28/20
90	Receive applications	15 days	Wed 7/29/20	Tue 8/18/20
91	Interview MD candidates	5 days	Wed 8/19/20	Tue 8/25/20
92	Select candidate and make offer	0 days	Tue 8/25/20	Tue 8/25/20
93	**Training**	**10 days**	**Mon 10/19/20**	**Fri 10/30/20**
94	Train clinicians at Marathon Health	5 days	Mon 10/19/20	Fri 10/23/20
95	Collect staff bios and photos	1 day	Fri 10/23/20	Fri 10/23/20
96	Train clinicians at exisiting MH client	5 days	Mon 10/26/20	Fri 10/30/20
97	Establish Float Pool/Staff Coverage Plan	30 days	Wed 9/30/20	Tue 11/10/20
98	**Information Technology**	**90 days**	**Fri 7/3/20**	**Thu 11/5/20**
99	**Distribute IT requirements at kick-off meeting**	**37 days**	**Fri 7/3/20**	**Mon 8/24/20**
100	Internet requirements	1 day	Fri 7/3/20	Fri 7/3/20
101	Telephony requirements	1 day	Fri 7/3/20	Fri 7/3/20
102	Physical requirements	1 day	Fri 7/3/20	Fri 7/3/20
103	File requirements	1 day	Fri 7/3/20	Fri 7/3/20
104	**Fee Collection (optional)**	**37 days**	**Fri 7/3/20**	**Mon 8/24/20**
105	Plan structure determined	1 day	Fri 7/3/20	Fri 7/3/20
106	Doc Updated with Plan Particulars	5 days	Mon 7/6/20	Fri 7/10/20
107	Billing Solution Determined for each Plan Iteration- Use Fee Collection Decision Tree	5 days	Fri 7/3/20	Thu 7/9/20
108	**Virtual Merchant Account Set up**	**14 days**	**Mon 7/6/20**	**Thu 7/23/20**
109	Application Submitted	5 days	Mon 7/6/20	Fri 7/10/20
110	Terminal Numbers assigned	7 days	Mon 7/13/20	Tue 7/21/20

ID	Task Name	Duration	Start	Finish
111	Terminal Numbers loaded into EMR	2 days	Wed 7/22/20	Thu 7/23/20
112	Card swippers shipped to health center	1 day	Mon 7/6/20	Mon 7/6/20
113	**Encounter Extract**	**15 days**	**Mon 7/6/20**	**Fri 7/24/20**
114	PM fills out IA for and submits	5 days	Mon 7/6/20	Fri 7/10/20
115	IA loads and Process Plan Information	5 days	Mon 7/13/20	Fri 7/17/20
116	Final Testing	5 days	Mon 7/20/20	Fri 7/24/20
117	**Paper Receipts**	**15 days**	**Mon 7/6/20**	**Fri 7/24/20**
118	Clinician users set up with NPI and Taxonomy Numbers	5 days	Mon 7/6/20	Fri 7/10/20
119	Customer configured with billing location, charge method, supervising physician at Customer location	5 days	Mon 7/6/20	Fri 7/10/20
120	Set up training workflow	10 days	Mon 7/13/20	Fri 7/24/20
121	**Waystar Implementation (EDI 837/EDI 835)**	**20 days**	**Mon 7/6/20**	**Fri 7/31/20**
122	Secure Type 2 NPI number	10 days	Mon 7/6/20	Fri 7/17/20
123	Staff NPI Numbers collected	1 day	Mon 7/6/20	Mon 7/6/20
124	**EMR Configuration for Waystar**	**10 days**	**Mon 7/20/20**	**Fri 7/31/20**
125	Accounting Specialist sets up new insurance provider in system	5 days	Mon 7/20/20	Fri 7/24/20
126	Customer information loaded and configured	5 days	Mon 7/27/20	Fri 7/31/20
127	Clinician account loaded with NPI and Taxonomy numbers	5 days	Mon 7/27/20	Fri 7/31/20
128	**Waystar Account setup**	**14 days**	**Mon 7/6/20**	**Thu 7/23/20**
129	Account created	2 days	Mon 7/6/20	Tue 7/7/20
130	Verify if 837 transactions need enrollment	5 days	Wed 7/8/20	Tue 7/14/20
131	Enrollment for 835 transactions	5 days	Wed 7/8/20	Tue 7/14/20
132	Insurance mapping after first test run	3 days	Wed 7/15/20	Fri 7/17/20
133	Health center mapping after first run	2 days	Mon 7/20/20	Tue 7/21/20
134	Set up Claims job to export claims to the Waystar FTP site for customer/location/insurance	2 days	Wed 7/22/20	Thu 7/23/20
135	**Carrier Integration (Electronic Billing or Paper Receipt that patient would file)**	**27 days**	**Fri 7/17/20**	**Mon 8/24/20**
136	Determine need for Credentialing	5 days	Fri 7/17/20	Thu 7/23/20
137	Follow Carrier instructions-- add steps as needed	22 days	Fri 7/24/20	Mon 8/24/20
138	**Load data on eligible population**	**63 days**	**Fri 8/7/20**	**Tue 11/3/20**
139	**Complete Pre-load work**	**38 days**	**Fri 8/7/20**	**Tue 9/29/20**
140	**Demographics**	**12 days**	**Fri 8/7/20**	**Mon 8/24/20**
141	Send out load layout for EMR	1 day	Fri 8/7/20	Fri 8/7/20
142	**Conduct meeting to review/discuss load layout specs**	**1 day**	**Mon 8/10/20**	**Mon 8/10/20**
143	Confirm locations	1 day	Mon 8/10/20	Mon 8/10/20
144	Discuss employee classifications for reporting	1 day	Mon 8/10/20	Mon 8/10/20
145	Discuss suffix for user name (name@_____)	1 day	Mon 8/10/20	Mon 8/10/20
146	Complete gap analysis	10 days	Tue 8/11/20	Mon 8/24/20

ID	Task Name	Duration	Start	Finish
147	**Program File**	**17 days**	**Fri 8/7/20**	**Mon 8/31/20**
148	Discuss need for Program File (fees, reporting, etc)	1 day	Fri 8/7/20	Fri 8/7/20
149	Send out load layout for Program File	1 day	Mon 8/10/20	Mon 8/10/20
150	Conduct meeting to review/discuss load layout specs	5 days	Tue 8/11/20	Mon 8/17/20
151	Complete gap analysis	10 days	Tue 8/18/20	Mon 8/31/20
152	**Inbound Claims (complete for each payer)**	**17 days**	**Tue 8/25/20**	**Wed 9/16/20**
153	Send out load layout for Claims	1 day	Tue 8/25/20	Tue 8/25/20
154	Conduct meeting to review/discuss load layout specs	5 days	Wed 8/26/20	Tue 9/1/20
155	Complete anlysis of claims for FACT analytics	1 day	Wed 9/2/20	Wed 9/2/20
156	Complete gap analysis	10 days	Thu 9/3/20	Wed 9/16/20
157	**Biometrics and HRA (if available)**	**26 days**	**Tue 8/25/20**	**Tue 9/29/20**
158	Determine when / if Biometrics/HRA will be loaded	10 days	Tue 8/25/20	Mon 9/7/20
159	Send out load layout for Biometrics/HRA	1 day	Tue 9/8/20	Tue 9/8/20
160	Conduct meeting to review/discuss load layout specs	5 days	Wed 9/9/20	Tue 9/15/20
161	Complete gap analysis	10 days	Wed 9/16/20	Tue 9/29/20
162	**Load Demographic production data**	**31 days**	**Tue 8/25/20**	**Tue 10/6/20**
163	**Establish FTP account for transmission of data**	**31 days**	**Tue 8/25/20**	**Tue 10/6/20**
164	Provide instructions to client	1 day	Tue 8/25/20	Tue 8/25/20
165	Setup notification (internal) for file deposit	1 day	Tue 8/25/20	Tue 8/25/20
166	Receive and load test file into test environment	5 days	Tue 8/25/20	Mon 8/31/20
167	Complete QA for accuracy	5 days	Tue 9/1/20	Mon 9/7/20
168	Load file into production	5 days	Wed 9/30/20	Tue 10/6/20
169	**Load Program File production data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
170	**Establish FTP account for transmission of data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
171	Provide instructions to client	1 day	Wed 10/7/20	Wed 10/7/20
172	Setup notification (internal) for file deposit	1 day	Wed 10/7/20	Wed 10/7/20
173	Receive and load test file into test environment	5 days	Wed 10/7/20	Tue 10/13/20
174	Complete QA for accuracy	5 days	Wed 10/14/20	Tue 10/20/20
175	Load file into production	5 days	Wed 10/21/20	Tue 10/27/20
176	**Load Claims production Data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
177	**Establish FTP account for transmission of data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
178	Provide instructions to client/payer/broker	1 day	Wed 10/7/20	Wed 10/7/20
179	Setup notification (internal) for file deposit	1 day	Wed 10/7/20	Wed 10/7/20
180	Receive and load test file into test environment	5 days	Wed 10/7/20	Tue 10/13/20
181	Complete QA for accuracy	5 days	Wed 10/14/20	Tue 10/20/20
182	Load file into production	5 days	Wed 10/21/20	Tue 10/27/20
183	**Load Biometric production Data**	**20 days**	**Wed 10/7/20**	**Tue 11/3/20**

ID	Task Name	Duration	Start	Finish
184	**Establish FTP account for transmission of data**	**20 days**	**Wed 10/7/20**	**Tue 11/3/20**
185	Provide instructions to biometric vendor	1 day	Wed 10/7/20	Wed 10/7/20
186	Setup notification (internal) for file deposit	1 day	Wed 10/7/20	Wed 10/7/20
187	Receive and load test file into test environment	5 days	Wed 10/7/20	Tue 10/13/20
188	Complete QA for accuracy	5 days	Wed 10/14/20	Tue 10/20/20
189	Load file into production	5 days	Wed 10/28/20	Tue 11/3/20
190	**Deliver standard IT package**	**55 days**	**Fri 7/3/20**	**Thu 9/17/20**
191	Review Floor Plan for PC, Laptop, Phone requirements	1 day	Mon 7/13/20	Mon 7/13/20
192	Determine need for credit card machine/capabilities	2 days	Tue 7/14/20	Wed 7/15/20
193	Order hardware based on scope phase	5 days	Thu 7/16/20	Wed 7/22/20
194	IT hardware lead time	30 days	Mon 7/20/20	Fri 8/28/20
195	**Ensure customer provides required connectivity**	**55 days**	**Fri 7/3/20**	**Thu 9/17/20**
196	Provide requirements for internet connectivity	1 day	Fri 7/3/20	Fri 7/3/20
197	Establish deadline dates for circuit installation	1 day	Fri 7/3/20	Fri 7/3/20
198	Confirm internet access circuits are in place/delivered	1 day	Thu 9/17/20	Thu 9/17/20
199	**Customize Portal for Client**	**25 days**	**Thu 10/1/20**	**Thu 11/5/20**
200	Review Portal Customization Checklist with PM	1 day	Thu 10/1/20	Thu 10/1/20
201	**Create customer organization**	**24 days**	**Fri 10/2/20**	**Thu 11/5/20**
202	Create customer locations	5 days	Fri 10/2/20	Thu 10/8/20
203	Assign Circuit Riders/Travelling Health Coaches to Locations	5 days	Fri 10/9/20	Thu 10/15/20
204	Obtain logo and install into directory	2 days	Fri 10/2/20	Mon 10/5/20
205	Confirm with PM checklist is complete	0 days	Thu 11/5/20	Thu 11/5/20
206	**Test EMR**	**1 day**	**Thu 11/5/20**	**Thu 11/5/20**
207	Ensure login works	1 day	Thu 11/5/20	Thu 11/5/20
208	Ensure third party integration works	1 day	Thu 11/5/20	Thu 11/5/20
209	**Communications**	**96 days**	**Fri 7/3/20**	**Fri 11/13/20**
210	Host communications kick-off meeting	10 days	Fri 7/3/20	Thu 7/16/20
211	Review Qualtrics Surveys	1 day	Fri 7/17/20	Fri 7/17/20
212	Open Ticket to activate Patient Experience Surveys	1 day	Mon 7/20/20	Mon 7/20/20
213	**Write talking points/FAQ**	**10 days**	**Fri 7/3/20**	**Thu 7/16/20**
214	Develop initial draft of key messages document	5 days	Fri 7/3/20	Thu 7/9/20
215	Finalize key messages document	5 days	Fri 7/10/20	Thu 7/16/20
216	**Develop Go-Live materials**	**86 days**	**Fri 7/17/20**	**Fri 11/13/20**
217	Executive Announcement	5 days	Fri 7/17/20	Thu 7/23/20
218	Leadership Toolkit	10 days	Fri 7/17/20	Thu 7/30/20
219	**Materials**	**86 days**	**Fri 7/17/20**	**Fri 11/13/20**
220	Services Flyer	15 days	Fri 7/31/20	Thu 8/20/20

ID	Task Name	Duration	Start	Finish
221	Coming Soon Poster	15 days	Fri 8/21/20	Thu 9/10/20
222	Six Week Countdown Slides	15 days	Fri 9/11/20	Thu 10/1/20
223	Table Tents	15 days	Fri 10/2/20	Thu 10/22/20
224	Magnet	15 days	Fri 10/2/20	Thu 10/22/20
225	Clinic Artwork	30 days	Fri 7/17/20	Thu 8/27/20
226	Service Booklet	15 days	Fri 10/2/20	Thu 10/22/20
227	"Meet the Staff" materials	15 days	Mon 10/26/20	Fri 11/13/20
228	**Develop customized welcome packages**	**75 days**	**Fri 7/17/20**	**Thu 10/29/20**
229	Welcome mailer/email	10 days	Fri 7/17/20	Thu 7/30/20
230	Brochure	10 days	Fri 7/17/20	Thu 7/30/20
231	Obtain user names and passwords	1 day	Tue 10/6/20	Tue 10/6/20
232	Welcome Letter to Printer	10 days	Wed 10/7/20	Tue 10/20/20
233	Produce welcome kits	2 days	Wed 10/21/20	Thu 10/22/20
234	Welcome kit delivered to employees	5 days	Fri 10/23/20	Thu 10/29/20
235	**Open House**	**11 days**	**Fri 10/30/20**	**Fri 11/13/20**
236	Postcard Invitation	10 days	Fri 10/30/20	Thu 11/12/20
237	Raffle Baskets	1 day	Fri 11/13/20	Fri 11/13/20
238	Giveaways	1 day	Fri 11/13/20	Fri 11/13/20
239	**Health Center materials**	**5 days**	**Wed 11/4/20**	**Tue 11/10/20**
240	Develop Free Health Assessment posters	5 days	Wed 11/4/20	Tue 11/10/20
241	Appointment Tips brochures provided to the center	5 days	Wed 11/4/20	Tue 11/10/20
242	Patient Experience Survey Setup	5 days	Wed 11/4/20	Tue 11/10/20
243	**Facilities, Equipment and Supplies**	**98 days**	**Wed 6/24/20**	**Fri 11/6/20**
244	**Fit-up clinic space**	**63 days**	**Wed 6/24/20**	**Fri 9/18/20**
245	Provide mock up of health center space to client	2 days	Fri 7/3/20	Mon 7/6/20
246	Client provides floor plan based on mock up	2 days	Wed 6/24/20	Thu 6/25/20
247	MH completes schematic design	4 days	Fri 6/26/20	Wed 7/1/20
248	Identify office décor	5 days	Mon 6/29/20	Fri 7/3/20
249	Client completes design development	5 days	Mon 7/6/20	Fri 7/10/20
250	Client completes construction drawings and permits	5 days	Mon 7/13/20	Fri 7/17/20
251	Obtain building info from Facilities lead for Marathon Insurance	5 days	Mon 7/20/20	Fri 7/24/20
252	Fit up or construct facilities	30 days	Mon 7/20/20	Fri 8/28/20
253	Obtain Certificate of Occupancy and Final Permits / Construction completed	1 day	Fri 8/28/20	Fri 8/28/20
254	Setup mail services	15 days	Mon 8/31/20	Fri 9/18/20
255	**Order furniture, medical equipment, pharmacy equipment and clinic & office supplies**	**95 days**	**Mon 6/29/20**	**Fri 11/6/20**
256	**Furniture (modify as needed, based on COP vs. Client)**	**50 days**	**Mon 6/29/20**	**Fri 9/4/20**
257	Final Review furniture, medical equipment, cabinets needed	5 days	Mon 7/13/20	Fri 7/17/20

ID	Task Name	Duration	Start	Finish
258	Complete COP Implementation Checklist	1 day	Mon 7/20/20	Mon 7/20/20
259	Order medical furniture	5 days	Mon 6/29/20	Mon 7/6/20
260	Order medical supplies and equipment	5 days	Mon 7/20/20	Fri 7/24/20
261	Furniture lead time	40 days	Mon 7/6/20	Fri 8/28/20
262	Install furniture	5 days	Mon 8/31/20	Fri 9/4/20
263	**Supplies**	**85 days**	**Mon 7/13/20**	**Fri 11/6/20**
264	Complete Supplies Checklist	10 days	Mon 10/12/20	Fri 10/23/20
265	Review facility and program with MH clinical services	3.33 days	Mon 10/26/20	Thu 10/29/20
266	Place order for clinical and office supplies, refrigerator	5 days	Mon 7/13/20	Mon 7/20/20
267	Supplies lead time	30 days	Mon 7/20/20	Fri 8/28/20
268	Stock and test all supplies and equipment	5 days	Mon 11/2/20	Fri 11/6/20
269	Order Health Education & Promotion Material	30 days	Mon 7/20/20	Fri 8/28/20
270	IT Set-up Health Center (hardware set-up, test phones, internet and fax)	4 days	Mon 9/14/20	Thu 9/17/20
271	Facilities ready for Go-Live	0 days	Fri 11/6/20	Fri 11/6/20
272				
273	**PROGRAM LAUNCH**	**50 days**	**Mon 11/9/20**	**Fri 1/15/21**
274	Simulation Go Live	2 days	Mon 11/9/20	Tue 11/10/20
275	Go-Live: Begin Onsite Services	1 day	Wed 11/11/20	Wed 11/11/20
276	Open House	1 day	Tue 11/24/20	Tue 11/24/20
277	Review/modify workflows as needed	15 days	Wed 11/25/20	Tue 12/15/20
278	Kick Off Health Promotion Programs	1 day	Wed 12/16/20	Wed 12/16/20
279	Stratify population	10 days	Thu 12/17/20	Wed 12/30/20
280	Begin working 1:1 with High Risk employees	0 days	Wed 12/30/20	Wed 12/30/20
281				
282	**Conduct / collect Biometric Screenings**	**50 days**	**Mon 11/9/20**	**Fri 1/15/21**
283	**Biometric Vendor**	**50 days**	**Mon 11/9/20**	**Fri 1/15/21**
284	Complete Biometric Vendor Information Form	1 day	Mon 11/9/20	Mon 11/9/20
285	Coordinate kick-off call with Bio Vendor and Client	5 days	Tue 11/10/20	Mon 11/16/20
286	Work with Client/Bio Vendor to develop Communication Plan	10 days	Tue 11/17/20	Mon 11/30/20
287	Determine if Biometric Vendor is billing client directly or through Marathon	1 day	Mon 11/16/20	Mon 11/16/20
288	Obtain and sign Statement of Work from Biometric Vendor	5 days	Tue 11/24/20	Mon 11/30/20
289	Obtain sign-off on Marathon Health Statement of Work from Client	5 days	Tue 11/17/20	Mon 11/23/20
290	Determine if MHQs will be used	1 day	Mon 11/16/20	Mon 11/16/20
291	Provide Biometric Vendor demographics information prior to screening events	15 days	Mon 11/9/20	Fri 11/27/20
292	Biometric screenings conducted	5 days	Mon 11/30/20	Fri 12/4/20
293	Import Biometric data into Marathon PHR	30 days	Mon 12/7/20	Fri 1/15/21

Population Health Stratification Report

Company XYZ - Employees
Date
Locations: Location #2

Identify Risk → Mitigate Risk → Capture Savings

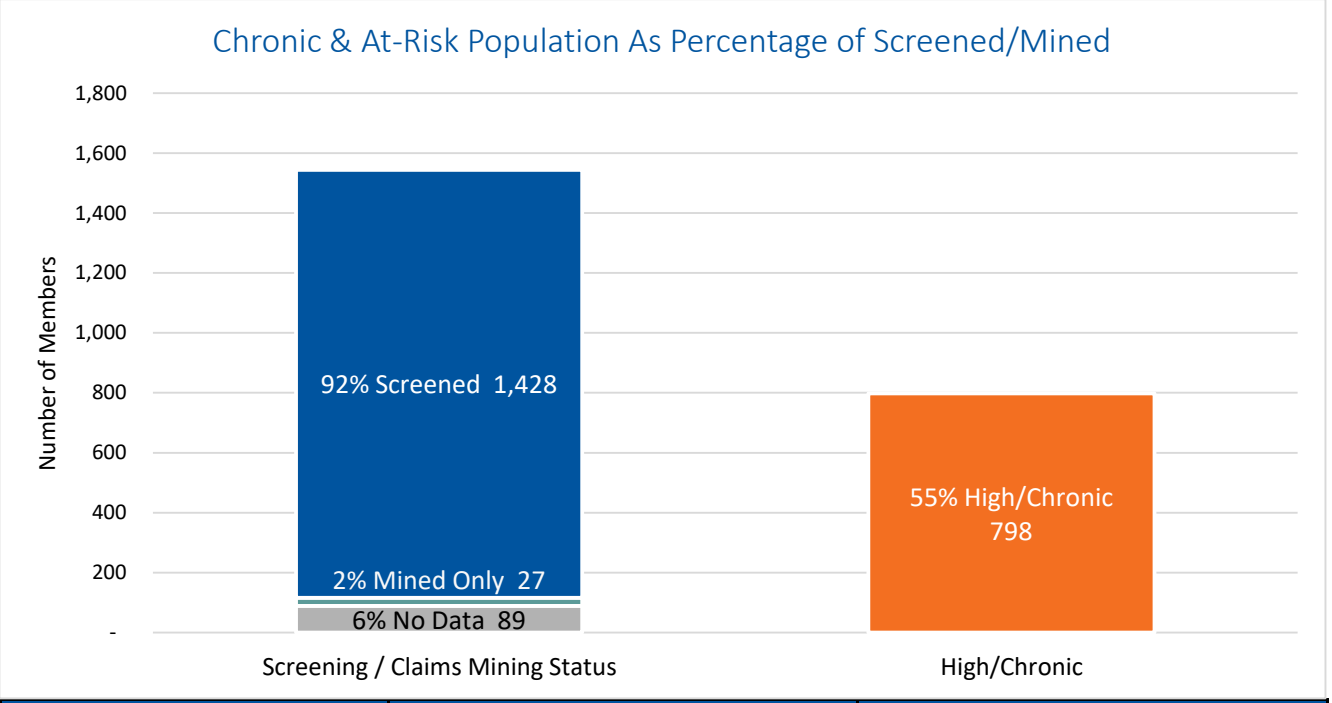
This report provides an overview of key health risks in your population and can be used to choose focus areas for health improvement initiatives.

Marathon Health believes that the key to improving health and reducing claims cost is to engage each patient at their own individual level of willingness to change. We empower and motivate your employees and their family members to take control of their health. By making lifestyle changes and better managing chronic conditions, we can all lead healthier, more energized lives - in turn reducing medical costs and boosting productivity. It's a simple formula that yields powerful results.

Section 1: Screening & Risk Identification
Section 2: Prevalence of Key Biometric Risk Factors
Section 3: Chronic Conditions
Section 4: Lifestyle Risk Factors
Section 5: Summary Table and Recommendations

Identifying the Population with High Risks and/or Chronic Conditions

Marathon Health uses multiple sources to identify at-risk members in your population - biometric screening, health risk assessments, claims mining and patient encounters. This data is synthesized and refreshed daily to identify the target population - those with high risks and / or chronic conditions. It informs outreach via prioritized patient lists in the electronic medical record. Progress on engaging the high & chronic population is reported monthly.



	Percent of Total Population	Screening / Claims Mining Status
No Data	6%	89
Mined Only	2%	27
Screened	92%	1,428
Total Population		1,544
High/Chronic	55%	798

*Percent high/chronic is expressed as % of screened + mined population

US average = 55% of US adults have high risks or chronic condition per CDC.
Screening benchmark for Year 5 onsite health centers is 82%

	2 Year Lookback		Complete History	
Full Panel Screening	73%	1,130	79%	1,220
Any Screening	90%	1,390	92%	1,428
Health Risk Assessment/MHQ	78%	1,197	88%	1,357

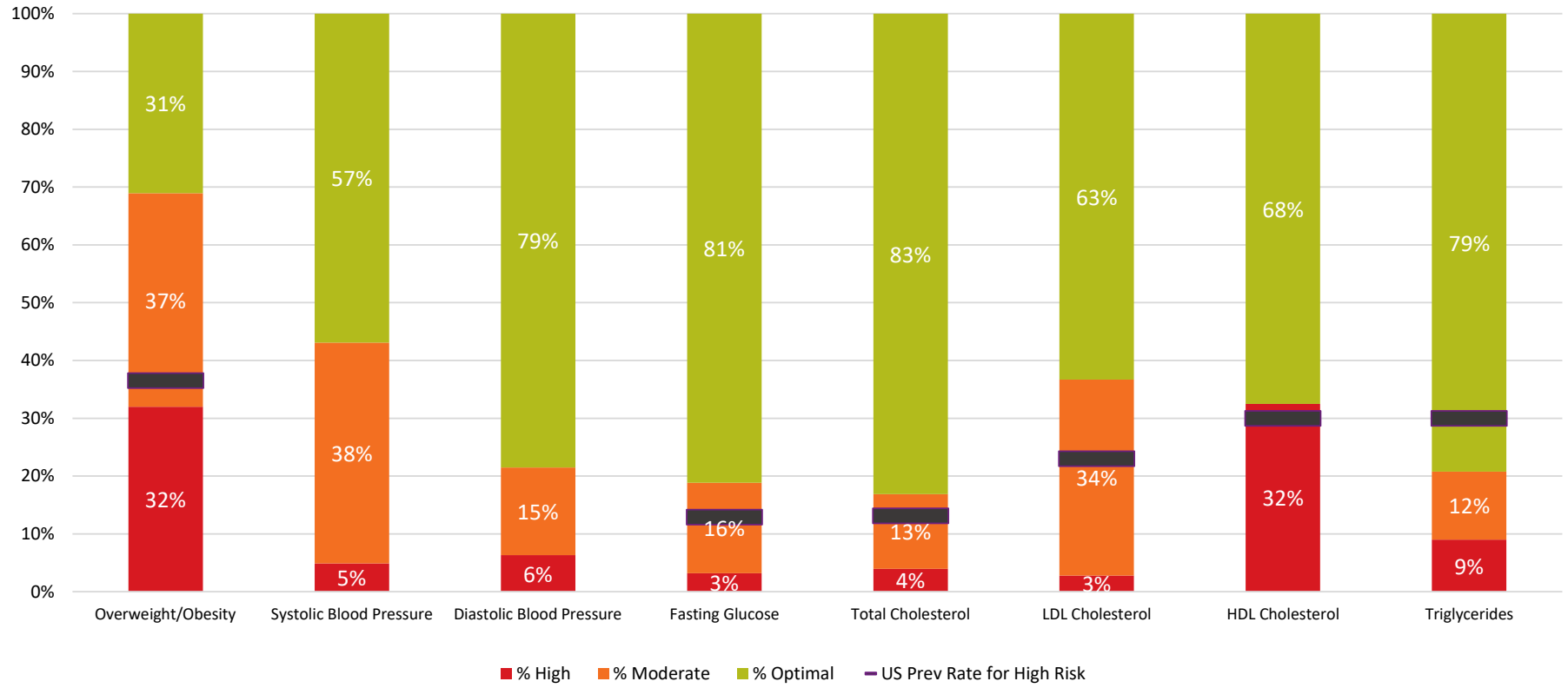
High/Chronic Risk Criteria:

High Risk (1+ of the following)	Chronic (1+ of the following)
BP Systolic ≥ 140	Asthma
BP Diastolic ≥ 90	Chronic Obstructive Pulmonary Disease (COPD)
Glucose ≥ 126, Random ≥ 200	Coronary Artery Disease (CAD)
Cholesterol ≥ 240, or LDL ≥190	Depression
Triglycerides ≥ 500	Diabetes
BMI ≥ 35	Heart Failure
PHQ Score > 15 (Depression)	Hypertension
Profile High Risk Factors ≥ 5*	Metabolic Syndrome

* 5 or more high risk health categories such as smoking, alcohol use, stress, sleep issues or other risk factors including biometric results

Biometric Risk Factors

The following biometric risk factors affect the probabilities for multiple disease pathways. Marathon clinicians work with your population to identify and reduce biometric risks based on each patient's unique profile and readiness to change. Sources for biometric data include mass biometric screenings and individual screenings performed in the health center. Note that high readings for blood pressure and glucose indicate heightened risk for hypertension and diabetes respectively, but do not necessarily indicate the presence of a chronic condition (see next section).

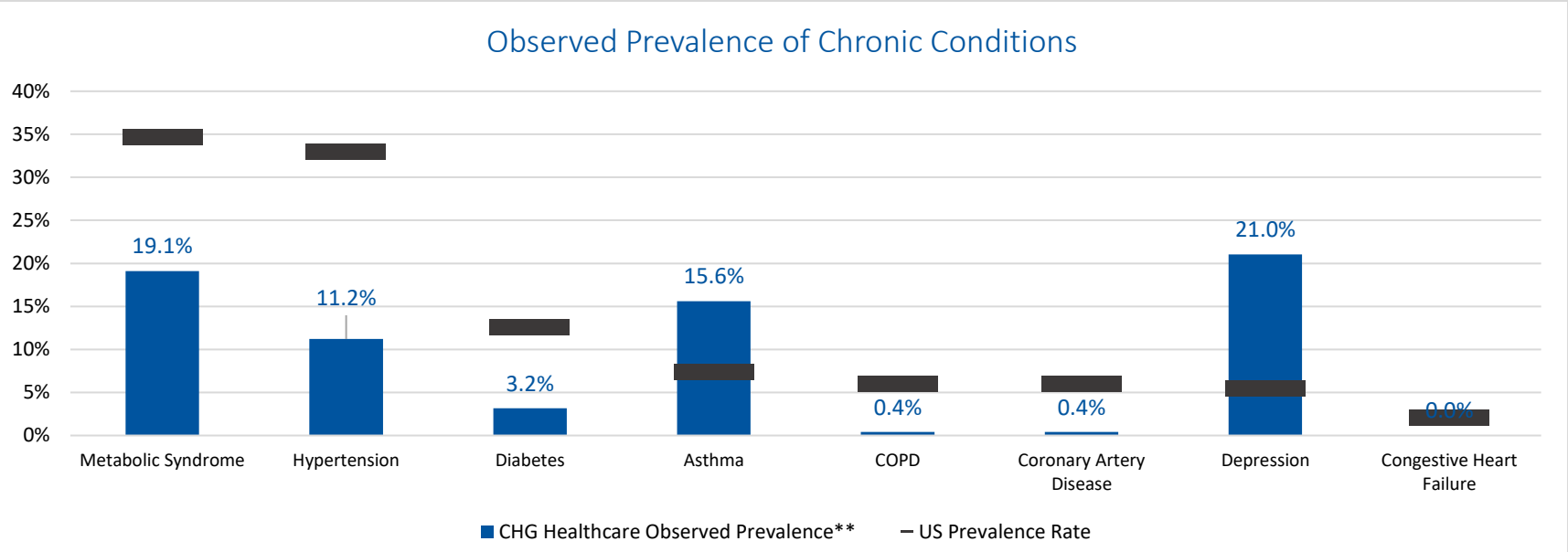


Biometric	Risk Thresholds	Optimal	Moderate Risk	High Risk	Total Screened	% Optimal	% Moderate	% High	US Prev Rate for High Risk
Overweight/Obesity	High >=30, Mod >=25	440	523	453	1,416	31%	37%	32%	37%
Systolic Blood Pressure	High >=140, Mod >120	813	545	70	1,428	57%	38%	5%	N/A
Diastolic Blood Pressure	High >=90, Mod >80	1,121	217	90	1,428	79%	15%	6%	N/A
Fasting Glucose	High >=126, Mod >100	921	178	36	1,135	81%	16%	3%	13%
Total Cholesterol	High >=240, Mod >200	1,016	158	48	1,222	83%	13%	4%	13%
LDL Cholesterol	High >=160, Mod >99	772	413	34	1,219	63%	34%	3%	23%
HDL Cholesterol	High Male: <40, Female: <50	825		397	1,222	68%		32%	30%
Triglycerides	High >=200, Mod >150	968	144	110	1,222	79%	12%	9%	30%

*US prevalence rates not available for high systolic and diastolic measurements independently.

Chronic Conditions

Individuals with one or more chronic conditions account for 86% of US healthcare costs, per CDC*. Prevention, early detection and better management are keys to improving health and reducing cost. Marathon Health uses biometric screening, claims mining and health center encounters to identify members with chronic conditions and to populate prioritized outreach lists. The clinical team then works with each patient to ensure standards of care are met, to improve care coordination and to be a source of ongoing support and motivation.



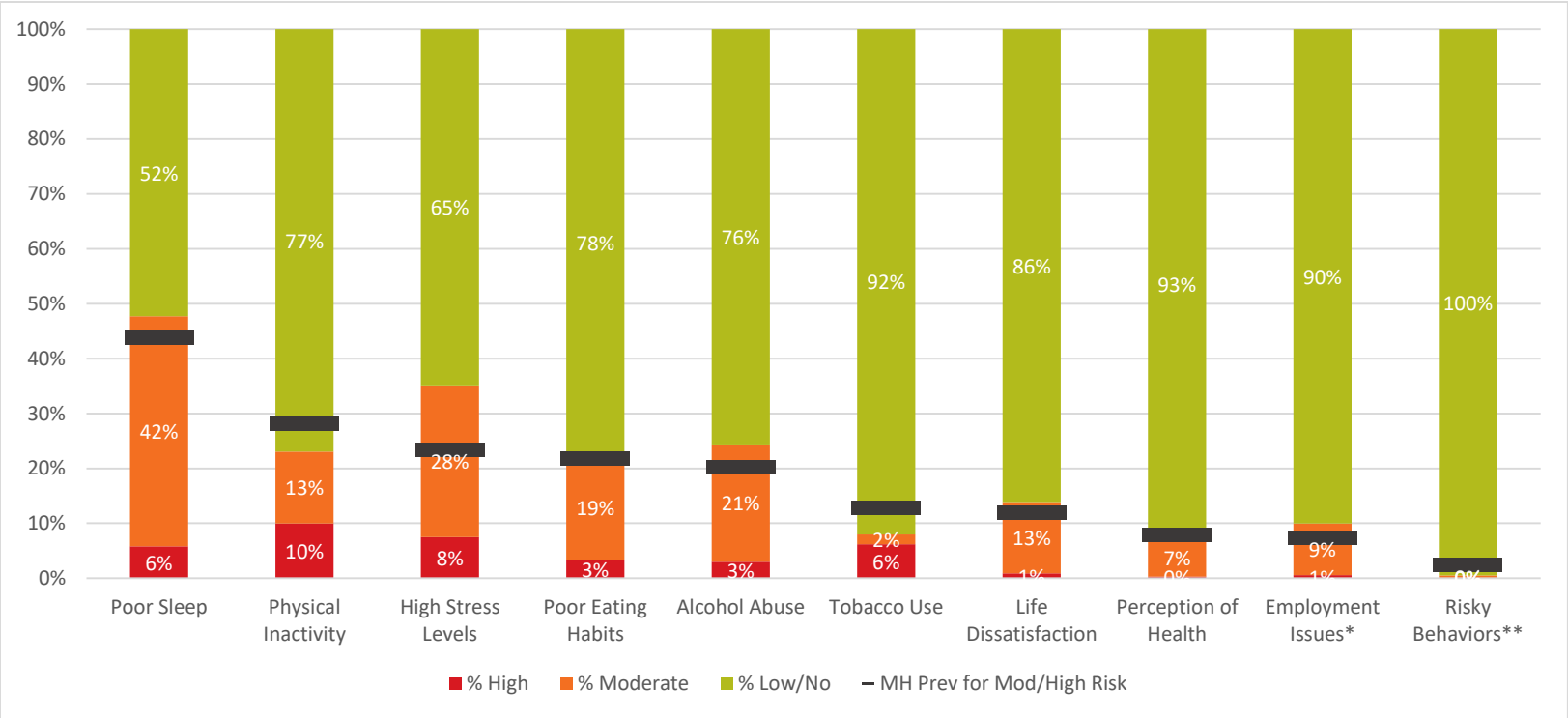
Condition	Members with Condition	CHG Healthcare Observed Prevalence**	US Prevalence Rate
Metabolic Syndrome	278	19.1%	34.7%
Hypertension	163	11.2%	33.0%
Diabetes	46	3.2%	12.6%
Asthma	227	15.6%	7.4%
COPD	6	0.4%	6.0%
Coronary Artery Disease	6	0.4%	6.0%
Depression	306	21.0%	5.4%
Congestive Heart Failure	0	0.0%	2.0%

**As a percentage of the screened and/or mined population

Lifestyle Risk Factors

The following lifestyle risk factors are key determinants of health in a working age population.

Data sources include health risk assessments and information gathered from patient visits. HRA responses are self-reported. Benchmarks for comparison are based on entire Marathon Health patient population at moderate thresholds for risk.



Lifestyle Risk Factor	High Risk	Moderate Risk	Low/No Risk	Total Population	% High	% Moderate	% Low/No	MH Prev for Mod/High Risk
Poor Sleep	77	557	695	1329	6%	42%	52%	43.8%
Physical Inactivity	133	174	1025	1332	10%	13%	77%	28.2%
High Stress Levels	100	368	865	1333	8%	28%	65%	23.5%
Poor Eating Habits	40	228	934	1202	3%	19%	78%	21.8%
Alcohol Abuse	40	283	1003	1326	3%	21%	76%	20.2%
Tobacco Use	84	24	1247	1355	6%	2%	92%	12.9%
Life Dissatisfaction	12	173	1149	1334	1%	13%	86%	11.9%
Perception of Health	4	91	1238	1333	0%	7%	93%	7.9%
Employment Issues*	7	113	1083	1203	1%	9%	90%	7.3%
Risky Behaviors**	0	6	1197	1203	0%	0%	100%	2.4%

* Employment issues include job dissatisfaction, difficulty concentrating at work and work days missed due to illness

** Risky behaviors include impaired driving, no seat belt use, not using sunscreen, risky sexual behaviors

Summary & Recommendations

Risk Factor/Chronic Condition	Data Source	High Risk	Sample Population	High Risk %	US Prevalence	Status vs. Prevalence	Coaching Engagement		Acute Engagement		Total Engagement	
Biometric Risk Factors												
Obesity (BMI) >=30	Screening	453	1,416	32.0%	36.5%		334	73.7%	69	15.2%	403	89.0%
Blood Pressure >=(140/90)	Screening	121	1,428	8.5%	17.8%		84	69.4%	18	14.9%	102	84.3%
Fasting Glucose >=126	Screening	36	1,135	3.2%	12.9%		32	88.9%	1	2.8%	33	91.7%
Cholesterol >=240, >=160, <40/50	Screening	430	1,219	35.3%	29.8%		331	77.0%	51	11.9%	382	88.8%
Triglycerides >=200	Screening	110	1,222	9.0%	30.0%		85	77.3%	12	10.9%	97	88.2%
Chronic Conditions												
Metabolic Syndrome	Claims/Clinic	278	1,455	19.1%	34.7%		224	80.6%	25	9.0%	249	89.6%
Hypertension	Claims/Clinic	163	1,455	11.2%	33.0%		136	83.4%	8	4.9%	144	88.3%
Diabetes	Claims/Clinic	46	1,455	3.2%	12.6%		38	82.6%	3	6.5%	41	89.1%
Asthma	Claims/Clinic	227	1,455	15.6%	7.4%		180	79.3%	28	12.3%	208	91.6%
Chronic Bronchitis (COPD)	Claims/Clinic	6	1,455	0.4%	6.0%		4	66.7%	2	33.3%	6	100.0%
Coronary Artery Disease (CAD)	Claims/Clinic	6	1,455	0.4%	6.0%		4	66.7%	2	33.3%	6	100.0%
Depression	Claims/Clinic	306	1,455	21.0%	5.4%		251	82.0%	29	9.5%	280	91.5%
Congestive Heart Failure (CHF)	Claims/Clinic	0	1,455	0.0%	2.0%		0		0		0	
Lifestyle and Other Risks												
Poor Sleep	HRA	634	1,329	47.7%	43.8%		480	75.7%	95	15.0%	575	90.7%
Physical Inactivity	HRA	307	1,332	23.0%	28.2%		228	74.3%	47	15.3%	275	89.6%
High Stress Levels	HRA	468	1,333	35.1%	23.5%		342	73.1%	70	15.0%	412	88.0%
Poor Eating Habits	HRA	268	1,202	22.3%	21.8%		187	69.8%	54	20.1%	241	89.9%
Alcohol Abuse	HRA	323	1,326	24.4%	20.2%		234	72.4%	56	17.3%	290	89.8%
Tobacco Use	HRA	108	1,355	8.0%	12.9%		79	73.1%	16	14.8%	95	88.0%
Life Dissatisfaction	HRA	185	1,334	13.9%	11.9%		151	81.6%	18	9.7%	169	91.4%
Perception of Health	HRA	95	1,333	7.1%	7.9%		66	69.5%	10	10.5%	76	80.0%
Employment Issues	HRA	120	1,203	10.0%	7.3%		96	80.0%	11	9.2%	107	89.2%
Risky Behaviors	HRA	6	1,203	0.5%	2.4%		5	83.3%	1	16.7%	6	100.0%

*Lifestyle and other risks use the high/moderate ranges and benchmarks for comparison are based on entire Marathon Health patient population at moderate thresholds for risk.

Color Key: ≥ 100% of Benchmark, Between 80%-99% of Benchmark, < 80% of Benchmark

Recommendations:

Clinical Activity and Trends Report

Customer XYZ
Nov 1, 2019 - Nov 30, 2019
By Location

Identify Risk → Mitigate Risk → Capture Savings

Overview

The Clinical Activity and Trends (CAT) report is your guide to the performance of your onsite health center(s) and your overall program of population health management (PHM). Each month the report provides you with important information on the volume and type of services coming through the health center, who is accessing services and why, what percent of your population has been screened for health risks and/or chronic conditions (the "target population"), what percent of the target population is engaged with a member of the medical staff to reduce their risks, and the predicted savings from operations. Savings include the value of redirected care, risk mitigation, saved time away from work and enhanced productivity from a healthier workforce.

The Virtuous Cycle of Population Health Management

The key to reducing health care costs over the long term is identifying and mitigating health care risks. The Clinical Activity and Trends report is structured to provide you with data on the key metrics that drive this cycle.

Section 1: Dashboard
Section 2: Appointment Stats
Section 3: Volume
Section 4: Risk Identification
Section 5: Engagement
Section 6: High & Chronic Engagement
Section 7: Risk Mitigation
Section 8: Activity Detail
Section 9: Top Diagnosis & Prescriptions
Section 10: Savings Estimate
Section 11: Glossary

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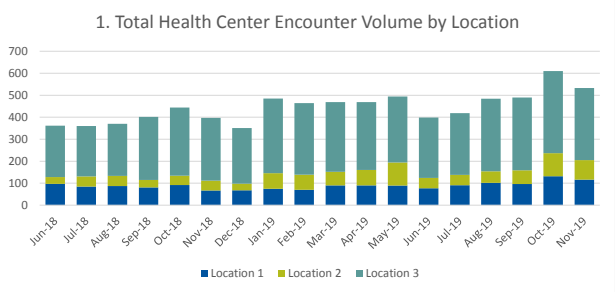
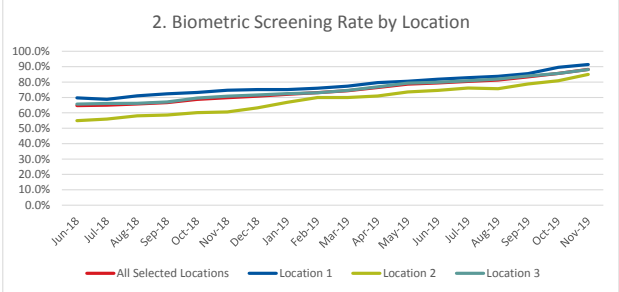
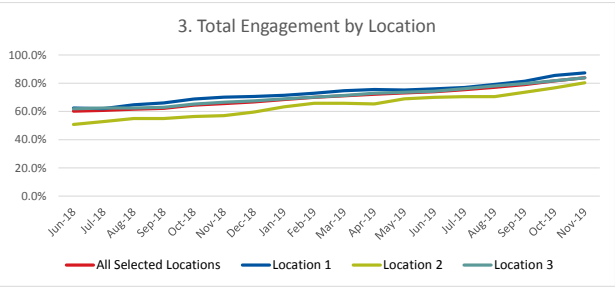
Clinical Activity and Trends - Dashboard

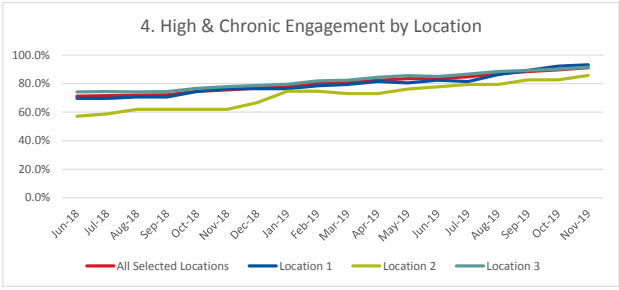
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019



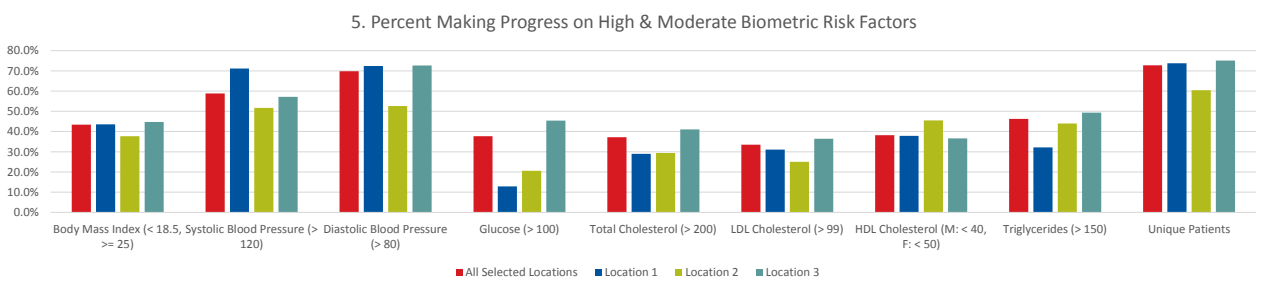


1. Health Center Encounter Volume: volume of encounters with medical staff over time. Volume is shown for acute care, preventive care and health coaching and excludes ancillary services (i.e. labs/tests/injections).
2. Biometric Screening Rate: percent of population with biometric data collected within the past 24 months.





3. Total Engagement: percent of population with a coaching or acute visit within the past 18 months.
4. High & Chronic Engagement: percent of the high and/or chronic population with a coaching or acute visit in the past 18 months.



5. Percent Making Progress: percent of the population identified as at-risk for a given biometric who have since had a second screening for that biometric that showed progress toward or into the normal range.

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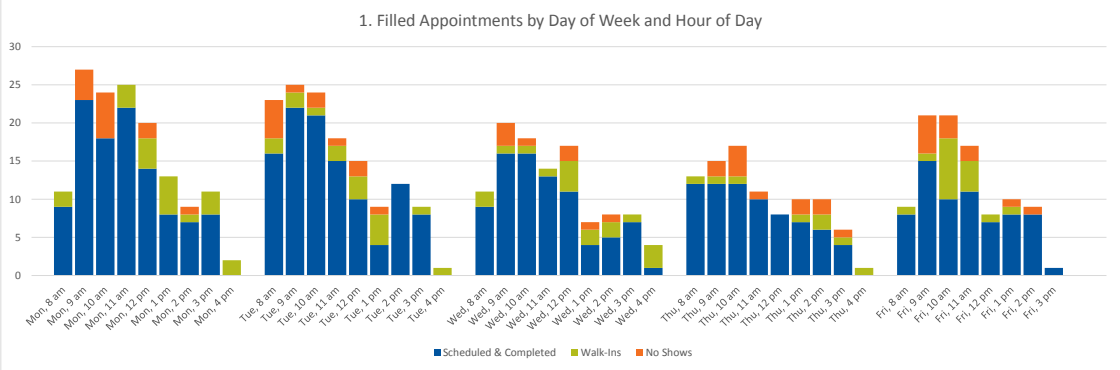
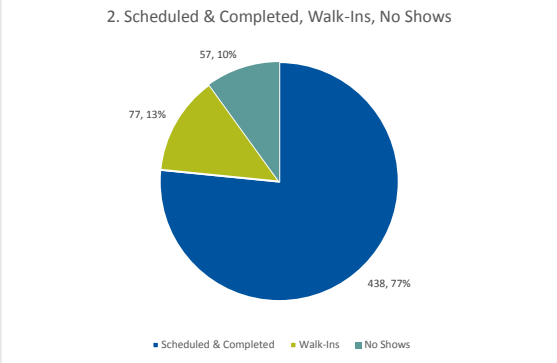
Appointment Statistics

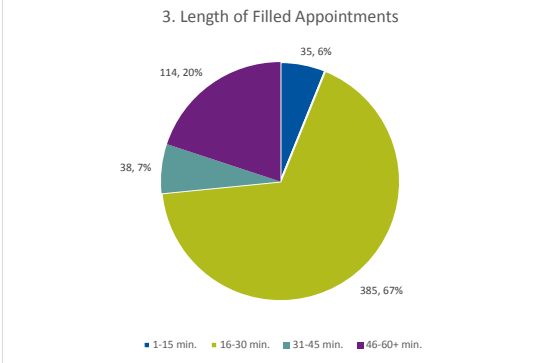
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

Data may also include appointments for those from other organizations using this health center.
Graphs 1, 2 and 3 show combined data for all members and all locations selected for the current month.

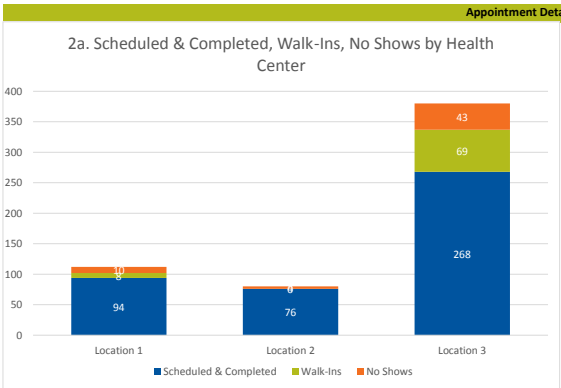


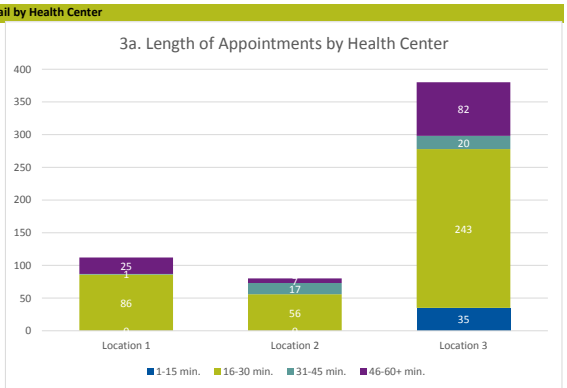
Appointment Detail



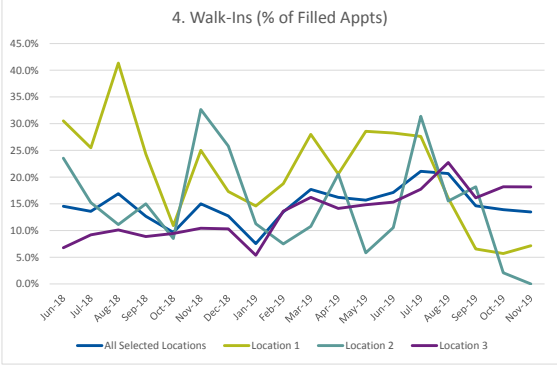


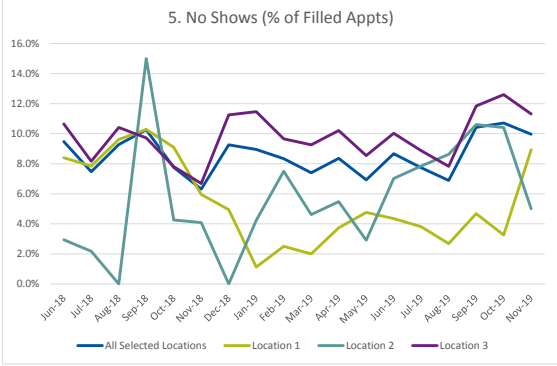
Appointment Detail by Health Center





Walk-Ins and No Shows, Monthly Trend





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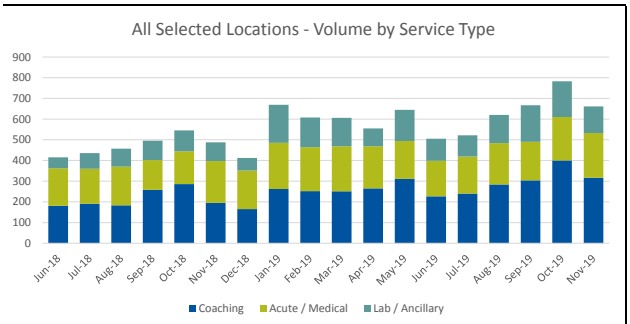
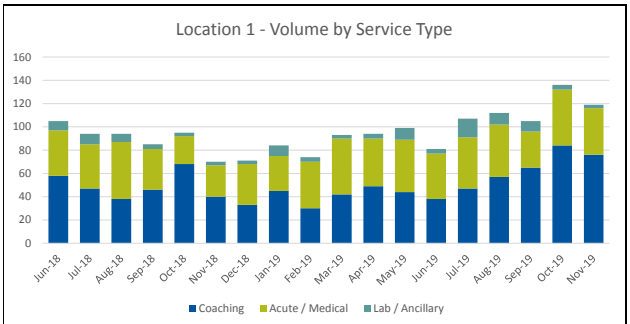
Volume by Location

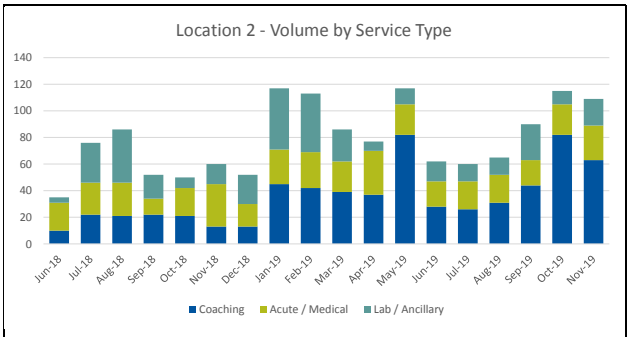
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019



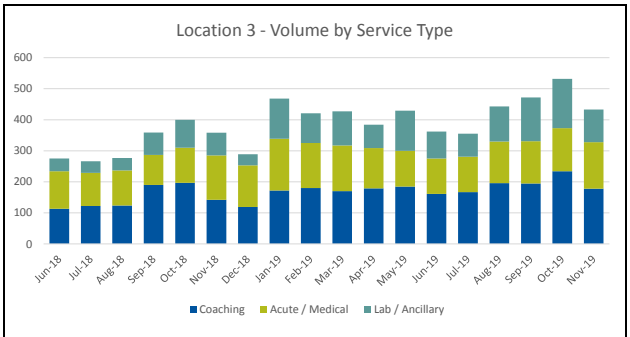
	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	181	181	53	233
Jul-18	191	169	76	223
Aug-18	183	187	87	236
Sep-18	258	144	94	254
Oct-18	286	158	101	302
Nov-18	195	202	91	240
Dec-18	165	186	61	211
Jan-19	262	223	184	303
Feb-19	252	212	144	280
Mar-19	251	218	137	275
Apr-19	265	204	86	285
May-19	311	183	151	305
Jun-19	227	172	106	252
Jul-19	240	179	103	250
Aug-19	284	200	136	289
Sep-19	304	186	177	318
Oct-19	400	210	173	373
Nov-19	317	216	128	310
Total	**4,572**	**3,430**	**2,088**	-



	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	58	39	8	56
Jul-18	47	38	9	48
Aug-18	38	49	7	56
Sep-18	46	35	4	57
Oct-18	68	24	3	62
Nov-18	40	27	3	42
Dec-18	33	35	3	40
Jan-19	45	30	9	47
Feb-19	30	40	4	46
Mar-19	42	48	3	52
Apr-19	49	41	4	54
May-19	44	45	10	52
Jun-19	38	39	4	47
Jul-19	47	44	16	59
Aug-19	57	45	10	61
Sep-19	65	31	9	61
Oct-19	84	48	4	86
Nov-19	76	40	3	61
Total	**907**	**698**	**113**	-



	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	10	21	4	25
Jul-18	22	24	30	27
Aug-18	21	25	40	31
Sep-18	22	12	18	26
Oct-18	21	21	8	35
Nov-18	13	32	15	30
Dec-18	13	17	22	21
Jan-19	45	26	46	49
Feb-19	42	27	44	38
Mar-19	39	23	24	30
Apr-19	37	33	7	40
May-19	82	23	12	68
Jun-19	28	19	15	31
Jul-19	26	21	13	32
Aug-19	31	21	13	31
Sep-19	44	19	27	35
Oct-19	82	23	10	56
Nov-19	63	26	20	47
Total	**641**	**413**	**368**	-



	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	113	121	41	152
Jul-18	122	107	37	148
Aug-18	124	113	40	149
Sep-18	190	97	72	171
Oct-18	197	113	90	205
Nov-18	142	143	73	168
Dec-18	119	134	36	150
Jan-19	172	167	129	207
Feb-19	180	145	96	196
Mar-19	170	147	110	193
Apr-19	179	130	75	191
May-19	185	115	129	185
Jun-19	161	114	87	174
Jul-19	167	114	74	159
Aug-19	196	134	113	197
Sep-19	195	136	141	222
Oct-19	234	139	159	231
Nov-19	178	150	105	202
Total	**3,024**	**2,319**	**1,607**	-

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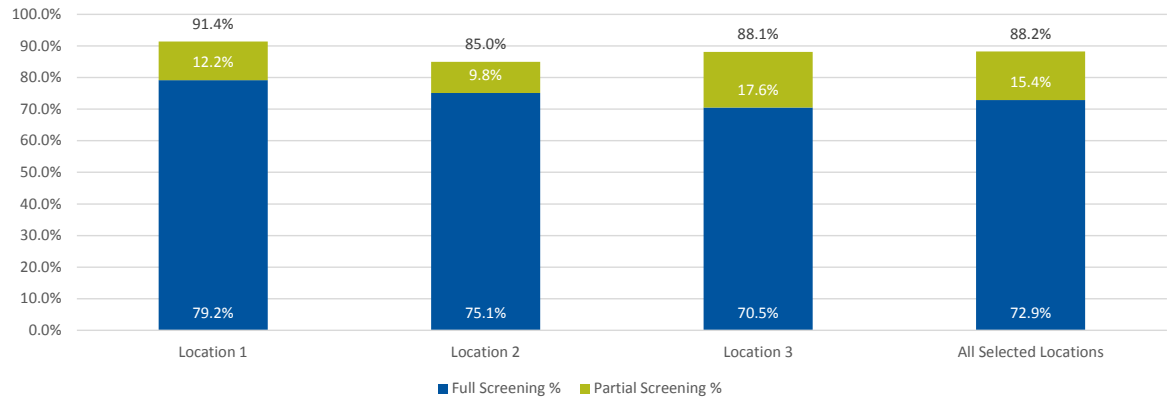
Screening and Risk Identification by Location

Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019



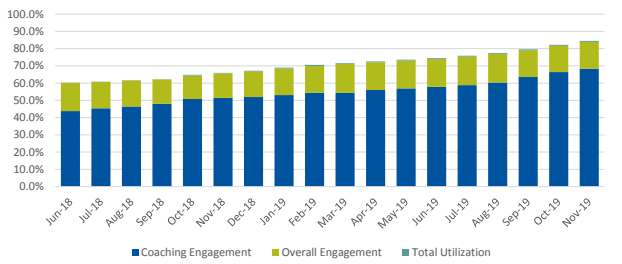
Location	N Eligible	Full Screening	Full Screening %	Partial Screening	Partial Screening %	Total	Unique Members screened (any) in current period
Location 1	221	175	79.2%	27	12.2%	91.4%	51
Location 2	193	145	75.1%	19	9.8%	85.0%	46
Location 3	784	553	70.5%	138	17.6%	88.1%	139
All Selected Locations	1,198	873	72.9%	184	15.4%	88.2%	236

Any Biometric Screening History - 24 Month Lookback								
	All Selected Locations		Location 1		Location 2		Location 3	
Month	N	%	N	%	N	%	N	%
Jun-18	775	64.7%	154	69.7%	106	54.9%	515	65.7%
Jul-18	778	64.9%	152	68.8%	108	56.0%	518	66.1%
Aug-18	788	65.8%	157	71.0%	112	58.0%	519	66.2%
Sep-18	799	66.7%	160	72.4%	113	58.5%	526	67.1%
Oct-18	824	68.8%	162	73.3%	116	60.1%	546	69.6%
Nov-18	837	69.9%	165	74.7%	117	60.6%	555	70.8%
Dec-18	849	70.9%	166	75.1%	122	63.2%	561	71.6%
Jan-19	863	72.0%	166	75.1%	129	66.8%	568	72.4%
Feb-19	876	73.1%	168	76.0%	135	69.9%	573	73.1%
Mar-19	891	74.4%	171	77.4%	135	69.9%	585	74.6%
Apr-19	916	76.5%	176	79.6%	137	71.0%	603	76.9%
May-19	942	78.6%	178	80.5%	142	73.6%	622	79.3%
Jun-19	951	79.4%	181	81.9%	144	74.6%	626	79.8%
Jul-19	964	80.5%	183	82.8%	147	76.2%	634	80.9%
Aug-19	974	81.3%	185	83.7%	146	75.6%	643	82.0%
Sep-19	999	83.4%	189	85.5%	152	78.8%	658	83.9%
Oct-19	1,025	85.6%	198	89.6%	156	80.8%	671	85.6%
Nov-19	1,057	88.2%	202	91.4%	164	85.0%	691	88.1%

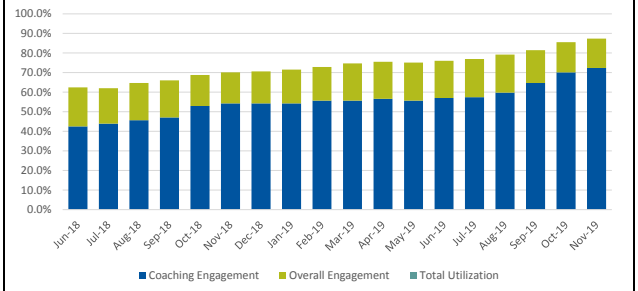
Engagement by Location

Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

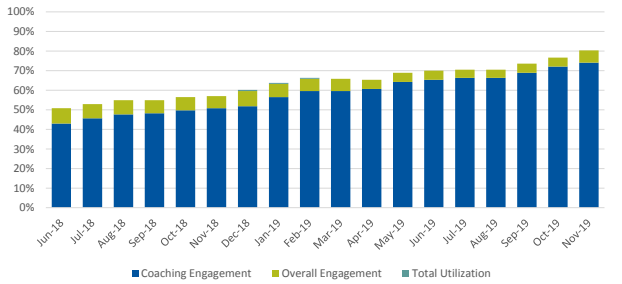
Engagement and utilization are based on an 18 month lookback.



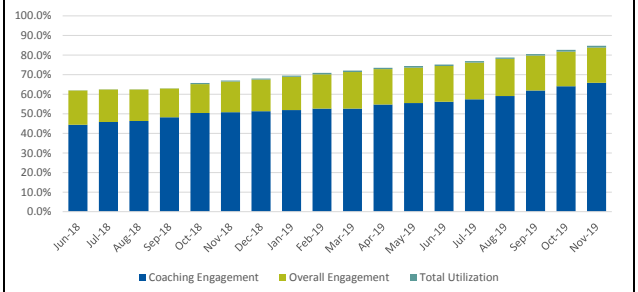
All Selected Locations - Total Population Engagement & Utilization						
Total Eligible 1,198	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	525	43.8%	721	60.2%	722	60.3%
Jul-18	544	45.4%	728	60.8%	729	60.9%
Aug-18	556	46.4%	738	61.6%	739	61.7%
Sep-18	575	48.0%	745	62.2%	746	62.3%
Oct-18	608	50.8%	772	64.4%	776	64.8%
Nov-18	616	51.4%	786	65.6%	790	65.9%
Dec-18	622	51.9%	800	66.8%	805	67.2%
Jan-19	636	53.1%	820	68.4%	826	68.9%
Feb-19	651	54.3%	838	69.9%	845	70.5%
Mar-19	651	54.3%	851	71.0%	857	71.5%
Apr-19	671	56.0%	864	72.1%	869	72.5%
May-19	682	56.9%	876	73.1%	882	73.6%
Jun-19	692	57.8%	886	74.0%	892	74.5%
Jul-19	705	58.8%	903	75.4%	909	75.9%
Aug-19	723	60.4%	923	77.0%	928	77.5%
Sep-19	761	63.5%	947	79.0%	953	79.5%
Oct-19	796	66.4%	978	81.6%	985	82.2%
Nov-19	819	68.4%	1005	83.9%	1012	84.5%



Location 1 - Total Population Engagement & Utilization						
Total Eligible 221	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	94	42.5%	138	62.4%	138	62.4%
Jul-18	97	43.9%	137	62.0%	137	62.0%
Aug-18	101	45.7%	143	64.7%	143	64.7%
Sep-18	104	47.1%	146	66.1%	146	66.1%
Oct-18	117	52.9%	152	68.8%	152	68.8%
Nov-18	120	54.3%	155	70.1%	155	70.1%
Dec-18	120	54.3%	156	70.6%	156	70.6%
Jan-19	120	54.3%	158	71.5%	158	71.5%
Feb-19	123	55.7%	161	72.9%	161	72.9%
Mar-19	123	55.7%	165	74.7%	165	74.7%
Apr-19	125	56.6%	167	75.6%	167	75.6%
May-19	123	55.7%	166	75.1%	166	75.1%
Jun-19	126	57.0%	168	76.0%	168	76.0%
Jul-19	127	57.5%	170	76.9%	170	76.9%
Aug-19	132	59.7%	175	79.2%	175	79.2%
Sep-19	143	64.7%	180	81.4%	180	81.4%
Oct-19	155	70.1%	189	85.5%	189	85.5%
Nov-19	160	72.4%	193	87.3%	193	87.3%



Location 2 - Total Population Engagement & Utilization						
Total Eligible 193	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	83	43.0%	98	50.8%	98	50.8%
Jul-18	88	45.6%	102	52.8%	102	52.8%
Aug-18	92	47.7%	106	54.9%	106	54.9%
Sep-18	93	48.2%	106	54.9%	106	54.9%
Oct-18	96	49.7%	109	56.5%	109	56.5%
Nov-18	98	50.8%	110	57.0%	110	57.0%
Dec-18	100	51.8%	115	59.6%	116	60.1%
Jan-19	109	56.5%	122	63.2%	123	63.7%
Feb-19	115	59.6%	127	65.8%	128	66.3%
Mar-19	115	59.6%	127	65.8%	127	65.8%
Apr-19	117	60.6%	126	65.3%	126	65.3%
May-19	124	64.2%	133	68.9%	133	68.9%
Jun-19	126	65.3%	135	69.9%	135	69.9%
Jul-19	128	66.3%	136	70.5%	136	70.5%
Aug-19	128	66.3%	136	70.5%	136	70.5%
Sep-19	133	68.9%	142	73.6%	142	73.6%
Oct-19	139	72.0%	148	76.7%	148	76.7%
Nov-19	143	74.1%	155	80.3%	155	80.3%



Location 3 - Total Population Engagement & Utilization						
Total Eligible 784	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	348	44.4%	485	61.9%	486	62.0%
Jul-18	359	45.8%	489	62.4%	490	62.5%
Aug-18	363	46.3%	489	62.4%	490	62.5%
Sep-18	378	48.2%	493	62.9%	494	63.0%
Oct-18	395	50.4%	511	65.2%	515	65.7%
Nov-18	398	50.8%	521	66.5%	525	67.0%
Dec-18	402	51.3%	529	67.5%	533	68.0%
Jan-19	407	51.9%	540	68.9%	545	69.5%
Feb-19	413	52.7%	550	70.2%	556	70.9%
Mar-19	413	52.7%	559	71.3%	565	72.1%
Apr-19	429	54.7%	571	72.8%	576	73.5%
May-19	435	55.5%	577	73.6%	583	74.4%
Jun-19	440	56.1%	583	74.4%	589	75.1%
Jul-19	450	57.4%	597	76.1%	603	76.9%
Aug-19	463	59.1%	612	78.1%	617	78.7%
Sep-19	485	61.9%	625	79.7%	631	80.5%
Oct-19	502	64.0%	641	81.8%	648	82.7%
Nov-19	516	65.8%	657	83.8%	664	84.7%

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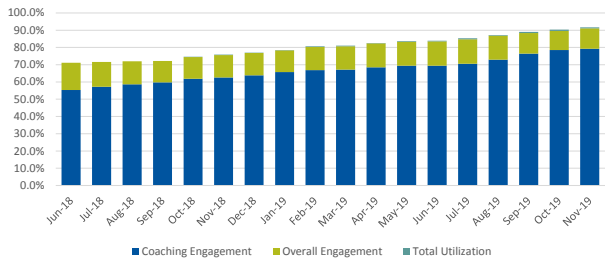
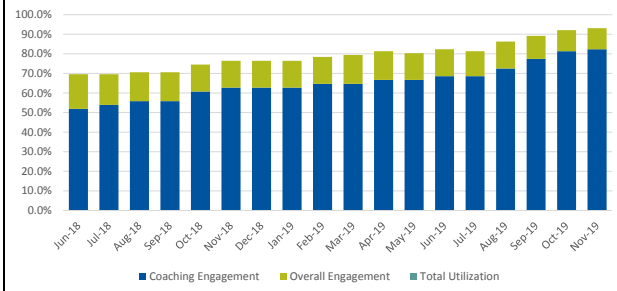
High and Chronic Engagement by Location

Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

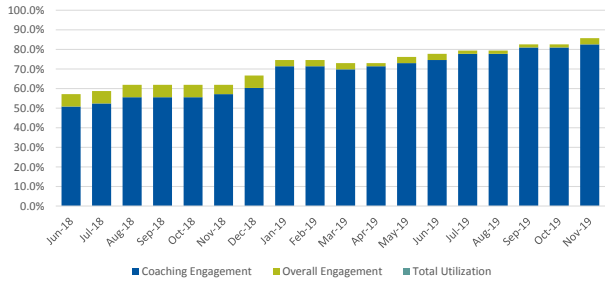
High & Chronic engagement and utilization are based on an 18 month lookback.



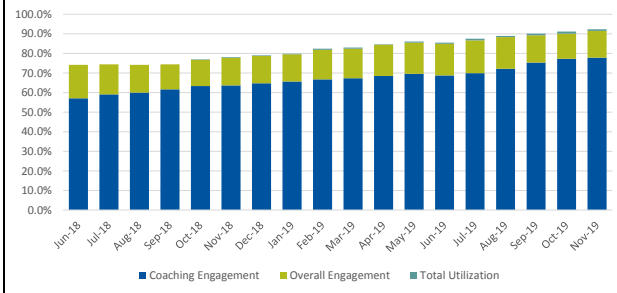
All Selected Locations - High and Chronic Population Engagement & Utilization						
H&C Eligible 517	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	286	55.3%	368	71.2%	368	71.2%
Jul-18	296	57.3%	370	71.6%	370	71.6%
Aug-18	303	58.6%	372	72.0%	372	72.0%
Sep-18	309	59.8%	373	72.1%	373	72.1%
Oct-18	320	61.9%	385	74.5%	386	74.7%
Nov-18	324	62.7%	391	75.6%	392	75.8%
Dec-18	330	63.8%	397	76.8%	398	77.0%
Jan-19	340	65.8%	405	78.3%	406	78.5%
Feb-19	346	66.9%	415	80.3%	417	80.7%
Mar-19	347	67.1%	417	80.7%	419	81.0%
Apr-19	354	68.5%	426	82.4%	427	82.6%
May-19	359	69.4%	431	83.4%	433	83.8%
Jun-19	359	69.4%	432	83.6%	434	83.9%
Jul-19	365	70.6%	438	84.7%	441	85.3%
Aug-19	377	72.9%	449	86.8%	451	87.2%
Sep-19	395	76.4%	457	88.4%	460	89.0%
Oct-19	406	78.5%	463	89.6%	467	90.3%
Nov-19	410	79.3%	471	91.1%	474	91.7%



Location 1- High and Chronic Engagement & Utilization						
H&C Eligible 102	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	53	52.0%	71	69.6%	71	69.6%
Jul-18	55	53.9%	71	69.6%	71	69.6%
Aug-18	57	55.9%	72	70.6%	72	70.6%
Sep-18	57	55.9%	72	70.6%	72	70.6%
Oct-18	62	60.8%	76	74.5%	76	74.5%
Nov-18	64	62.7%	78	76.5%	78	76.5%
Dec-18	64	62.7%	78	76.5%	78	76.5%
Jan-19	64	62.7%	78	76.5%	78	76.5%
Feb-19	66	64.7%	80	78.4%	80	78.4%
Mar-19	66	64.7%	81	79.4%	81	79.4%
Apr-19	68	66.7%	83	81.4%	83	81.4%
May-19	68	66.7%	82	80.4%	82	80.4%
Jun-19	70	68.6%	84	82.4%	84	82.4%
Jul-19	70	68.6%	83	81.4%	83	81.4%
Aug-19	74	72.5%	88	86.3%	88	86.3%
Sep-19	79	77.5%	91	89.2%	91	89.2%
Oct-19	83	81.4%	94	92.2%	94	92.2%
Nov-19	84	82.4%	95	93.1%	95	93.1%



Location 2 - High and Chronic Engagement & Utilization						
H&C Eligible 63	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	32	50.8%	36	57.1%	36	57.1%
Jul-18	33	52.4%	37	58.7%	37	58.7%
Aug-18	35	55.6%	39	61.9%	39	61.9%
Sep-18	35	55.6%	39	61.9%	39	61.9%
Oct-18	35	55.6%	39	61.9%	39	61.9%
Nov-18	36	57.1%	39	61.9%	39	61.9%
Dec-18	38	60.3%	42	66.7%	42	66.7%
Jan-19	45	71.4%	47	74.6%	47	74.6%
Feb-19	45	71.4%	47	74.6%	47	74.6%
Mar-19	44	69.8%	46	73.0%	46	73.0%
Apr-19	45	71.4%	46	73.0%	46	73.0%
May-19	46	73.0%	48	76.2%	48	76.2%
Jun-19	47	74.6%	49	77.8%	49	77.8%
Jul-19	49	77.8%	50	79.4%	50	79.4%
Aug-19	49	77.8%	50	79.4%	50	79.4%
Sep-19	51	81.0%	52	82.5%	52	82.5%
Oct-19	51	81.0%	52	82.5%	52	82.5%
Nov-19	52	82.5%	54	85.7%	54	85.7%



Location 3 - High and Chronic Engagement & Utilization						
H&C Eligible 352	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	201	57.1%	261	74.1%	261	74.1%
Jul-18	208	59.1%	262	74.4%	262	74.4%
Aug-18	211	59.9%	261	74.1%	261	74.1%
Sep-18	217	61.6%	262	74.4%	262	74.4%
Oct-18	223	63.4%	270	76.7%	271	77.0%
Nov-18	224	63.6%	274	77.8%	275	78.1%
Dec-18	228	64.8%	277	78.7%	278	79.0%
Jan-19	231	65.6%	280	79.5%	281	79.8%
Feb-19	235	66.8%	288	81.8%	290	82.4%
Mar-19	237	67.3%	290	82.4%	292	83.0%
Apr-19	241	68.5%	297	84.4%	298	84.7%
May-19	245	69.6%	301	85.5%	303	86.1%
Jun-19	242	68.8%	299	84.9%	301	85.5%
Jul-19	246	69.9%	305	86.6%	308	87.5%
Aug-19	254	72.2%	311	88.4%	313	88.9%
Sep-19	265	75.3%	314	89.2%	317	90.1%
Oct-19	272	77.3%	317	90.1%	321	91.2%
Nov-19	274	77.8%	322	91.5%	325	92.3%

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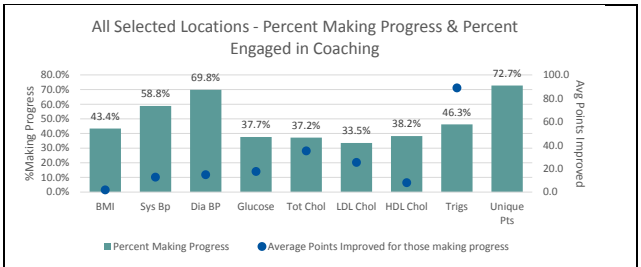
Risk Mitigation by Location

Customer XYZ

Locations: 1,2,3; Member Types: Employee

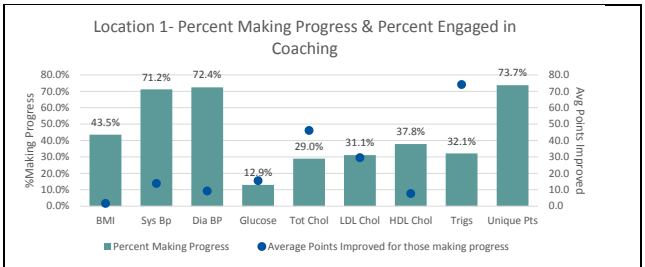
Nov 1, 2019 - Nov 30, 2019

Progress on Biometric Risks: the number of members identified with each biometric risk factor, the percent of those who have engaged in coaching in the past 18 months, the percent who have had a more recent biometric result toward or into the normal range, and the average amount (points) of progress by those who have improved.



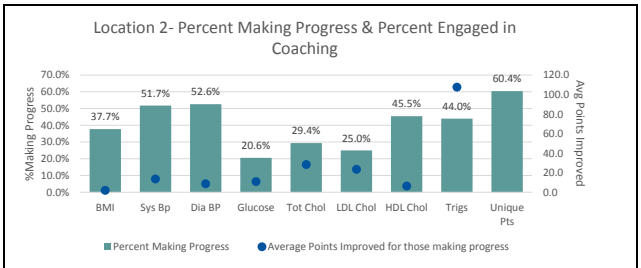
All Selected Locations

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	701	83.2%	43.4%	1.9
Systolic Blood Pressure (> 120)	680	81.8%	58.8%	12.7
Diastolic Blood Pressure (> 80)	404	85.4%	69.8%	14.8
Glucose (> 100)	239	89.5%	37.7%	17.6
Total Cholesterol (> 200)	371	85.2%	37.2%	35.1
LDL Cholesterol (> 99)	531	84.4%	33.5%	25.3
HDL Cholesterol (M: < 40, F: < 50)	204	88.2%	38.2%	8.0
Triglycerides (> 150)	201	88.1%	46.3%	89.0
Unique Patients	960	79.6%	72.7%	



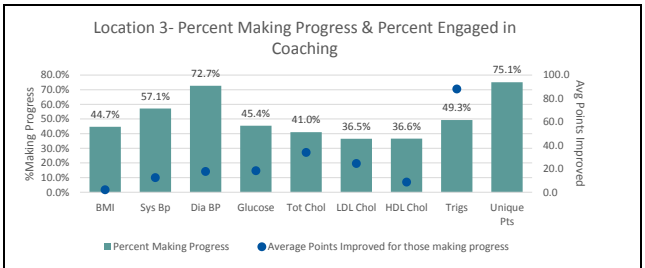
Location 1

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	124	84.7%	43.5%	1.6
Systolic Blood Pressure (> 120)	104	92.3%	71.2%	13.8
Diastolic Blood Pressure (> 80)	87	88.5%	72.4%	9.2
Glucose (> 100)	31	83.9%	12.9%	15.5
Total Cholesterol (> 200)	69	79.7%	29.0%	46.2
LDL Cholesterol (> 99)	103	84.5%	31.1%	29.6
HDL Cholesterol (M: < 40, F: < 50)	37	91.9%	37.8%	7.6
Triglycerides (> 150)	28	89.3%	32.1%	74.1
Unique Patients	179	82.1%	73.7%	



Location 2

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	114	93.9%	37.7%	1.9
Systolic Blood Pressure (> 120)	58	93.1%	51.7%	13.5
Diastolic Blood Pressure (> 80)	57	93.0%	52.6%	8.6
Glucose (> 100)	34	100.0%	20.6%	10.9
Total Cholesterol (> 200)	51	94.1%	29.4%	28.3
LDL Cholesterol (> 99)	88	93.2%	25.0%	23.4
HDL Cholesterol (M: < 40, F: < 50)	33	97.0%	45.5%	6.3
Triglycerides (> 150)	25	100.0%	44.0%	107.5
Unique Patients	139	92.8%	60.4%	



Location 3

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	463	80.1%	44.7%	2.0
Systolic Blood Pressure (> 120)	518	78.4%	57.1%	12.4
Diastolic Blood Pressure (> 80)	260	82.7%	72.7%	17.7
Glucose (> 100)	174	88.5%	45.4%	18.3
Total Cholesterol (> 200)	251	84.9%	41.0%	34.0
LDL Cholesterol (> 99)	340	82.1%	36.5%	24.5
HDL Cholesterol (M: < 40, F: < 50)	134	85.1%	36.6%	8.6
Triglycerides (> 150)	148	85.8%	49.3%	88.0
Unique Patients	642	76.0%	75.1%	

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Activity Details by Location

Customer XYZ

Locations: 1,2,3; Member Types: Employee

Nov 1, 2019 - Nov 30, 2019

Health Center Activity Details: services provided at the health center by CPT (encounter, procedural, and diagnostic) code, and the plan savings from redirecting these services to the health center in the current timeframe.

Encounter & Procedure Volume							
CPT Code	**Description**	**Location 1**	**Location 2**	**Location 3**	**All Selected Locations**	**Plan Paid Unit Cost**	**Total Plan Paid Equivalent**
99443	Telephone Medical Service (21-30 min), Provider	0	0	1	1	$75	$75
99442	Telephone Medical Service (11-20 min), Provider	0	0	1	1	$50	$50
99404	Preventive Med Counseling – L4 (60 min)	1	1	2	4	$118	$471
99403	Preventive Med Counseling – L3 (45 min)	1	4	11	16	$92	$1,468
99402	Preventive Med Counseling – L2 (30 min)	23	22	50	95	$65	$6,204
99401	Preventive Med Counseling – L1 (15 min)	0	3	4	7	$38	$264
99396	History and Physical Exam, ages 40-64	0	0	2	2	$130	$260
99395	History and Physical Exam, ages 18-39	0	0	3	3	$121	$364
99385	History and Physical Exam- New ages 18-39	1	0	4	5	$138	$692
99355	Psychotherapy, each 30 min of evaluation	0	0	1	1	$98	$98
99214	Office Visit, Est – Level 4	1	6	10	17	$110	$1,876
99213	Office Visit, Est – Level 3	27	20	112	159	$75	$11,852
99212	Office Visit, Est – Level 2	5	1	8	14	$45	$625
99211	Office Visit, Est – Level 1	2	0	0	2	$21	$41
99204	Office Visit, New – Level 4	1	1	0	2	$171	$342
99203	Office Visit, New – Level 3	4	3	6	13	$111	$1,448
99202	Office Visit, New – Level 2	0	0	1	1	$76	$76
98968	Telephone Assess/Counseling (21-30 min)	0	0	1	1	$50	$50
98967	Telephone Assess/Counseling (11-20 min)	0	0	3	3	$35	$105
98966	Telephone Assess/Counseling (5-10 min)	0	0	3	3	$20	$60
90837	Psychotherapy, 60 minutes with patient and/or family	12	17	52	81	$135	$10,935
90834	Psychotherapy, 45 minutes with patient and/or family	3	1	8	12	$95	$1,140
90832	Psychotherapy, 30 minutes with patients and/or family member	12	0	1	13	$75	$975
90791	Psychotherapy: Initial Evaluation	3	0	8	11	$132	$1,452
69210	Cerumen Impaction Rem	0	0	1	1	$50	$50
69209	Cerumen Impaction Removal, using irrigation/lavage, unilateral	0	0	1	1	$50	$50
10120	Removal Foreign Body	0	0	1	1	$146	$146
0358T	Body Composition, full analysis and interpretation	20	10	33	63	$60	$3,780
	Sub-Total	**116**	**89**	**328**	**533**		**$44,950**

Tests, Labs & Injections							
CPT Code	**Description**	**Location 1**	**Location 2**	**Location 3**	**All Selected Locations**	**Plan Paid Unit Cost**	**Total Plan Paid Equivalent**
99000	Specimen Preparation and Handling for Lab Transfer	1	0	32	33	$20	$660
96372	Injection, IM or SC	0	0	2	2	$28	$56
94760	Pulse Oximetry	0	1	5	6	$5	$30
87804	Influenza Swab	0	1	14	15	$25	$375
87430	Rapid Strep	0	3	13	16	$15	$240
83036	Hemoglobin a1c	0	1	0	1	$25	$25
82947	Glucose	0	5	0	5	$15	$75
82044	Urine, microalbumin	0	0	1	1	$10	$10
81025	Pregnancy Test, Urine	0	0	3	3	$15	$45
81002	Urinalysis, Dipstick	1	0	6	7	$10	$70
80061	Cholesterol(s)	0	4	0	4	$20	$80
36416	Fingerstick (Capillary Blood Collection)	0	5	1	6	$20	$120
36415	Venipuncture	1	0	27	28	$20	$560
J7613	Albuterol	0	0	1	1	$3	$3
	Sub-Total	**3**	**20**	**105**	**128**		**$2,349**
	Total Health Center Volume and Savings	**119**	**109**	**433**	**661**		**$47,299**
	Total Unique Encounters	**92**	**74**	**289**	**455**		

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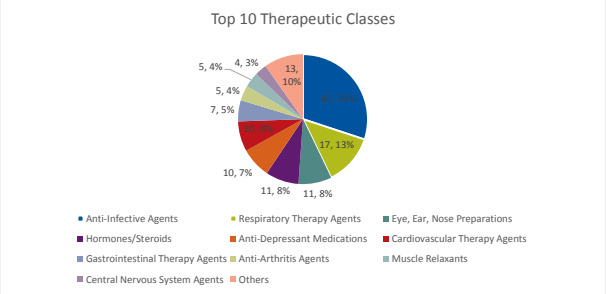
Top Diagnosis & Top Prescriptions by Location

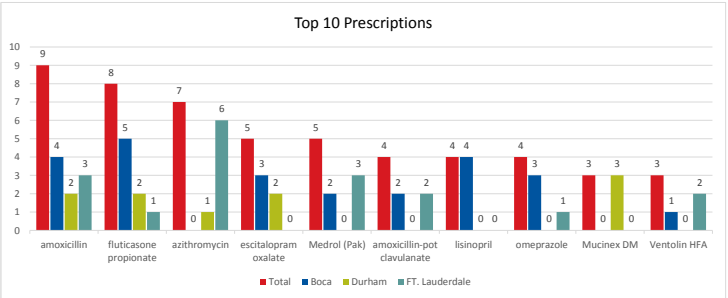
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

Top Diagnosis & Top Prescriptions: The top 20 most common diagnosis codes reported in the health center, as well as the top 20 medications most commonly prescribed and dispensed at the health center.

Top 20 Patient Diagnosis (Current)				
ICD Code	**All Selected Locations**	**Location 1**	**Location 2**	**Location 3**
F43 - Reaction to severe stress, and adjustment disorders	56	23	1	32
Z68 - Body mass index [BMI]	46	22	12	12
F41 - Other anxiety disorders	45	13	9	23
Z71 - Persons encountering health services for other counseling and medical advice	45	1	0	44
Z13 - Encounter for screening for other diseases and disorders	36	1	4	31
J06 - Acute upper respiratory infections of multiple and unspecified sites	27	2	0	25
Z00 - Encounter for general examination without complaint, suspected or reported diagnosis	24	2	4	18
I10 - Essential (primary) hypertension	17	7	6	4
J00 - Acute nasopharyngitis [common cold]..	15	3	6	6
J01 - Acute sinusitis	11	2	3	6
Z01 - Encounter for other special examination without complaint, suspected or reported diagnosis	11	0	0	11
J02 - Acute pharyngitis	10	3	2	5
J30 - Vasomotor and allergic rhinitis	10	6	3	1
R45 - Symptoms and signs involving emotional state	9	0	8	1
F06 - Other mental disorders due to known physiological condition	6	0	6	0
F31 - Bipolar disorder	6	0	0	6
F34 - Persistent mood [affective] disorders	6	1	0	5
M54 - Dorsalgia	6	2	1	3
F32 - Major depressive disorder, single episode	5	0	0	5
R03 - Abnormal blood-pressure reading, without diagnosis	5	3	2	0
All Other	162	16	28	118
Total	**558**	**107**	**95**	**356**

Top 20 Prescriptions (Current)									
	All Selected Locations			**Location 1**		**Location 2**		**Location 3**	
Medication	**Total**	**Prescribed Only**	**Dispensed**	**Prescribed Only**	**Dispensed**	**Prescribed Only**	**Dispensed**	**Prescribed Only**	**Dispensed**
amoxicillin	9	4	5	0	4	2	0	2	1
fluticasone propionate	8	1	7	0	5	1	1	0	1
azithromycin	7	1	6	0	0	1	0	0	6
escitalopram oxalate	5	5	0	3	0	2	0	0	0
Medrol (Pak)	5	5	0	2	0	0	0	3	0
amoxicillin-pot clavulanate	4	4	0	2	0	0	0	2	0
lisinopril	4	2	2	2	2	0	0	0	0
omeprazole	4	0	4	0	3	0	0	0	1
albuterol sulfate	3	3	0	0	0	2	0	1	0
benzonatate	3	3	0	2	0	1	0	0	0
cyclobenzaprine	3	3	0	0	0	2	0	1	0
Mucinex DM	3	3	0	0	0	3	0	0	0
Ventolin HFA	3	0	3	0	1	0	0	0	2
Claritin	2	2	0	0	0	2	0	0	0
gabapentin	2	2	0	2	0	0	0	0	0
penicillin V potassium	2	1	1	0	0	1	0	0	1
Bactrim DS	2	0	2	0	0	0	0	0	2
hydrochlorothiazide	2	0	2	0	1	0	0	0	1
methocarbamol	2	0	2	0	2	0	0	0	0
montelukast	2	0	2	0	2	0	0	0	0
All Other	59	39	20	5	3	17	1	17	16
Total	**134**	**78**	**56**	**18**	**23**	**34**	**2**	**26**	**31**





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Estimated Savings from Operations

Customer XYZ

Locations: 1,2,3; Member Types: Employee

Nov 1, 2019 - Nov 30, 2019

Savings Estimate: Plan savings from redirected care and estimated predictive impact on medical costs, payroll, and productivity from member use of the health center.

Estimated Savings from Operations - Current Period			
Category Name	**Volume**	**Plan Paid Unit Cost**	**Plan Paid Savings**
Redirected Care Summary			
Redirected Care	455	$104	$47,299
Rx Savings from Onsite Dispensing	56	$29	$1,630
			$48,929
Predictive Impact on Medical Costs			
Rx Savings From Risk Mitigation	138	$52	$7,209
Emergency Room Visits Avoided	14	$890	$12,466
Specialty Care Visits Avoided	81	$193	$15,600
Radiology	26	$181	$4,718
Physical Therapy Savings From Risk Mitigation	20	$64	$1,281
Hospital Inpatient	1	$11,329	$11,329
Hospital Outpatient	17	$1,045	$17,761
			$70,363
Predictive Impact on Payroll & Productivity			
Medical cost reduction for DART injuries	0	-	$0
Presenteeism	114	$605	$68,932
Saved time away from work	455	$76	$34,776
Work Loss Days	43	$237	$10,210
Indirect Costs for Injuries	0	-	$0
Turnover Reduction	10	$254	$2,544
			$116,461
Total Savings			**$235,754**

Estimated Savings from Operations - Beginning Jun 1, 2018			
Category Name	**Volume**	**Plan Paid Unit Cost**	**Plan Paid Savings**
Redirected Care Summary			
Redirected Care	7,591	$99	$754,665
Rx Savings from Onsite Dispensing	909	$29	$26,461
			$781,126
Predictive Impact on Medical Costs			
Rx Savings From Risk Mitigation	2,294	$52	$119,839
Emergency Room Visits Avoided	223	$890	$198,559
Specialty Care Visits Avoided	1,337	$193	$257,493
Radiology	424	$181	$76,939
Physical Therapy Savings From Risk Mitigation	319	$64	$20,426
Hospital Inpatient	15	$11,329	$169,942
Hospital Outpatient	281	$1,045	$293,572
			$1,136,769
Predictive Impact on Payroll & Productivity			
Medical cost reduction for DART injuries	4	$29,299	$117,196
Presenteeism	1,898	$605	$1,147,664
Saved time away from work	7,591	$76	$580,180
Work Loss Days	705	$237	$167,395
Indirect Costs for Injuries	4	$30,404	$121,614
Turnover Reduction	157	$254	$39,933
			$2,173,982
Total Savings			**$4,091,876**

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Definitions of Key Terms

Average Points Improved for those making progress- The average amount of progress being made by those making any progress on out of range biometric measurements.

Dispensed- Medications dispensed onsite (where regulations allow).

Encounter: A coaching or acute visit with a provider (excludes appointments for immunizations or labs/tests only)

Engagement- Population with one or more coaching or acute visits in the last 18 months. This does not include patients who have used the health center in that time frame for lab services only.

Filled Appointments – Scheduled & Completed, Walk-In, and No-Show appointments.

Full Screening- A patient who has results on the standard panel of biometric measurements including: blood pressure, cholesterol, glucose (may occur on different days) in the last 24 months

High and Chronic Population- Members identified as having 5+ biometric measurements above the moderate threshhold, 1+ biometric measurement in the high risk range and/or 1+ chronic condition.

Partial Screening Only- At least 1 (but not all) biometric measurements (blood pressure, cholesterol, glucose) in the last 24 months.

Percent Making Progress- Of those identified in the at-risk population, the percentage of patients making any amount of progress on any biometric risk factor (24 month lookback).

Prescribed Only- Volume of medications prescribed (but not dispensed) through the health center.

Unique Patients With Any Activity That Month- The number of distinct patients who used the health center in the month for any service. Ex: a person who used the health center 3 times in a month, would count as one unique patient.

Utilization- Population with any health center activity, including a lab only visit in the last 18 months.

Unique members screened (any) in current month- Unique patients who had at least 1 biometric recorded in the current month.

Savings Estimate

Redirected Care:

Medical Redirected Care- this line shows the value of the primary care services, occupational health services and lab services provided based on either the client's actual average paid cost or, if unavailable, the value obtained from the federal resource based relative value scale (RBRVS) for the client's market. the Activity Details tab provides the detailed basis for this value.

Rx Savings from Onsite Dispensing – If applicable, this line shows the savings from onsite dispensing of the 40-50 pre-packaged medicines Marathon Health typically stocks. Savings include deep discounts on medicines purchased and the ability to maximize the generic dispensing rate (GDR).

Predictive Impact on Medical Costs:

Rx Savings from Risk Mitigation– This line shows the reduction in use of pharmaceuticals associated with risk reduction and disease management (i.e. patients with chronic conditions reducing the number of medications they are on as health status improves).

Emergency Room Visits Avoided – This line shows the number of emergency room visits avoided based on risk mitigation and/or the provision of a service that may have otherwise presented in an urgent care or emergency department setting.

Specialty Care Visits Avoided– This line shows the number of specialty care visits avoided based on risk mitigation and/or the provision of a service that may have otherwise presented in a specialists office.

Radiology – This line shows the reduction in the use of diagnostic imaging using evidenced based medicine and the diagnostic guidelines.

Physical Therapy Savings from Risk Mitigation – This line shows the reduction in the number of referrals for physical therapy due to risk mitigation and disease management.

Hospital Inpatient – This line shows the reduction in hospital admissions based on risk reduction and/or poorly managed chronic conditions (heart attack, stroke, diabetic ketoacidosis, pulmonary edema, etc.)

Hospital Outpatient – This line shows the number of hospital outpatient services avoided based on risk mitigation and/or the provision of a service that may have otherwise presented in a hospital outpatient setting (biopsies, minor surgical procedures, ancillary services, etc.).

Predictive Impact on Payroll & Productivity:

Medical Cost Reduction for DART Injuries – This line shows the reduction in the number of workers with DART injuries (injuries resulting in days away and return to work costs as calculated by the National Council on Compensation Insurance) associated with risk mitigation and follow up care provided at the health center and the direct medical cost those injuries entail.

Presenteeism – This line shows the savings from reduction in Presenteeism, or the number of people working below potential due to illness and/or injury.

Saved Time Away from Work – This line shows the value of saved time away from work using 2.5 hours away per visit and the client's average hourly rate of pay or other productivity unit supplied (i.e. hours billed, production cost, etc.).

Work Loss Days – This line shows the reduction in work loss days due to illness and minor injury as a result of care provided through the health center.

Indirect Costs for Injuries – This line shows the reduction in the number of workers with DART injuries (injuries resulting in days away and return to work costs as calculated by the National Council on Compensation Insurance) associated with risk mitigation and follow up care provided at the health center and the indirect costs those injuries entail. Indirect costs include disability pay, training costs for replacement workers, and supervisor administrative time.

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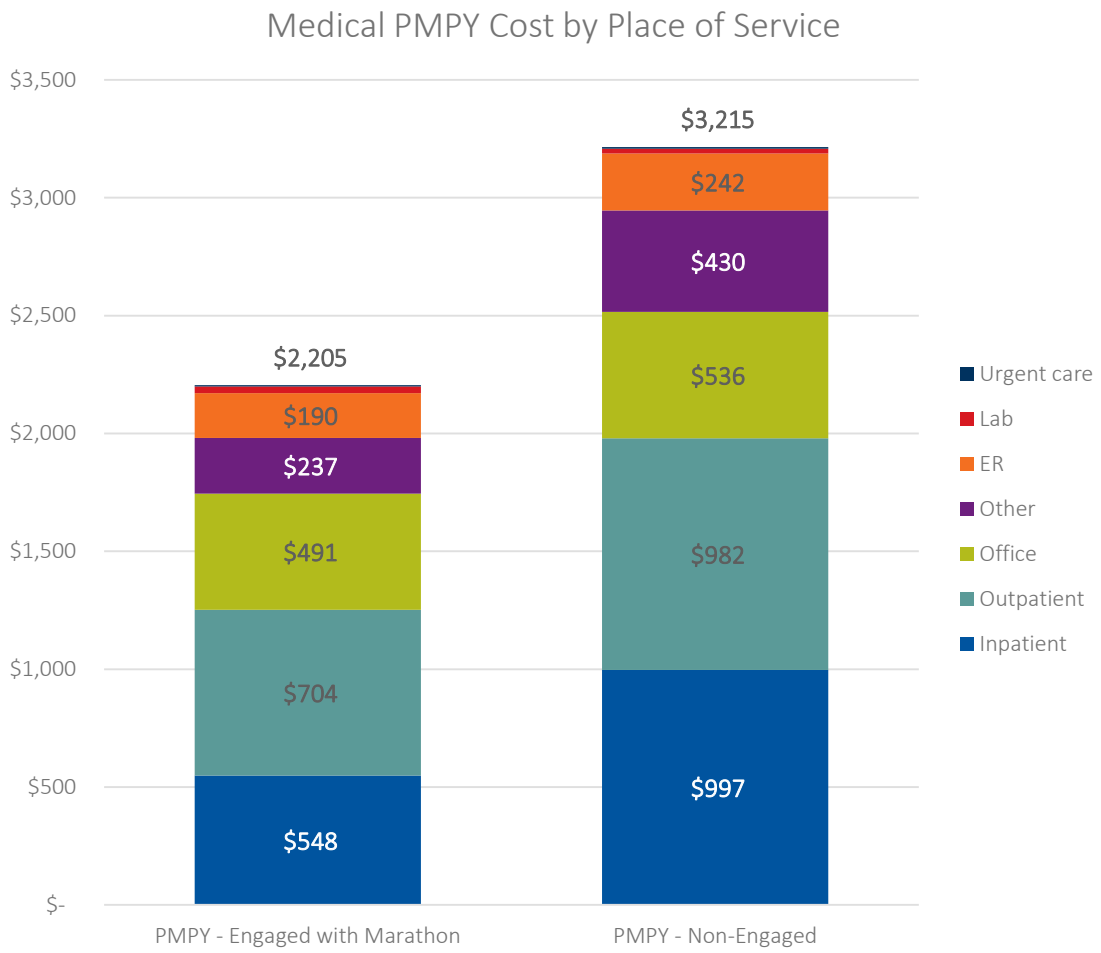
Engaged vs Non-Engaged PMPY Cost by Place of Service



Users vs. Non-Users Spend by Category	
Inpatient	-45%
Outpatient	-28%
Office	-8%
Other	-45%
ER	-21%
Lab	39%
Urgent care	-33%
Total	-31%

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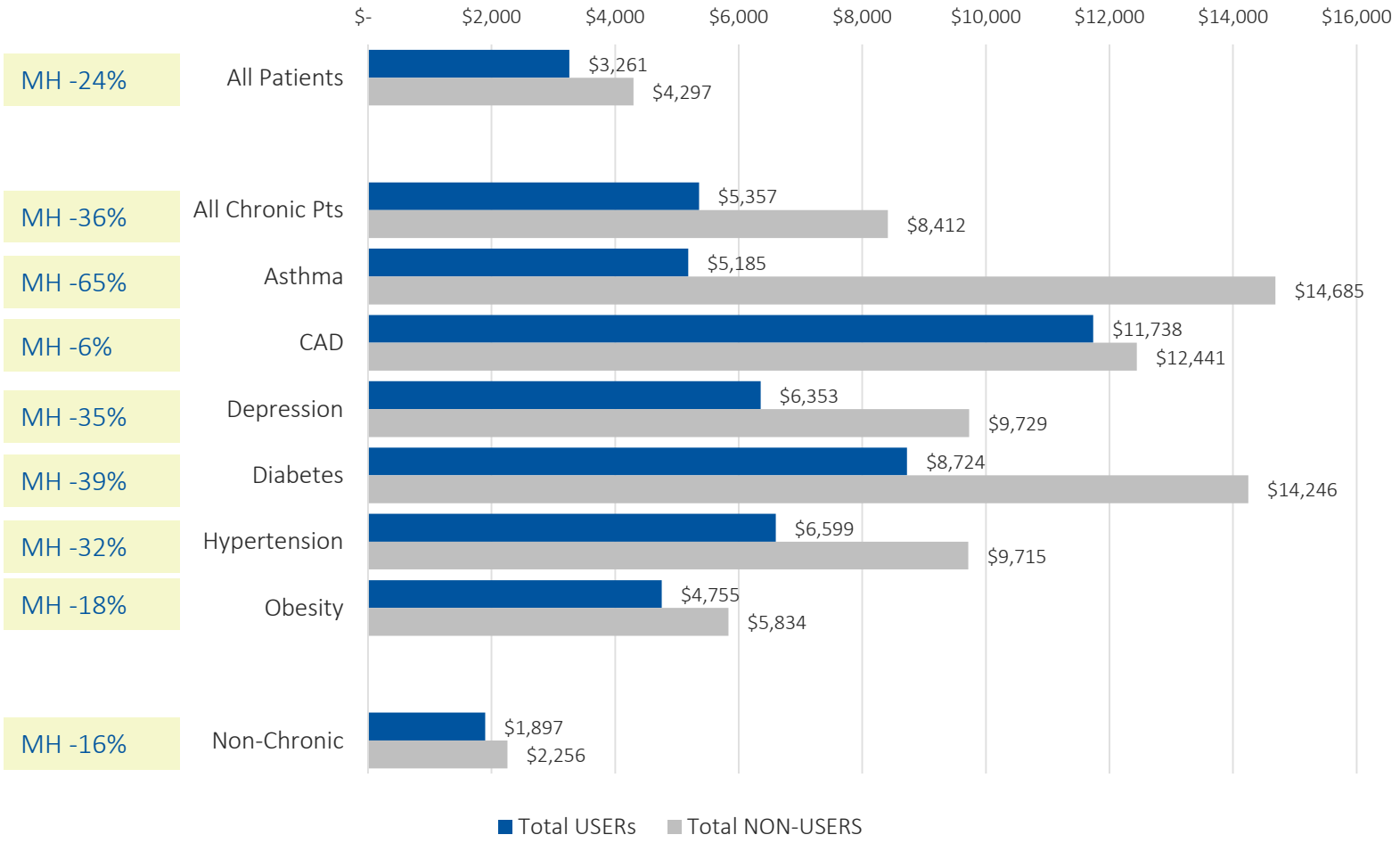
Average Medical Paid by Chronic Condition

Users vs. Non-Users



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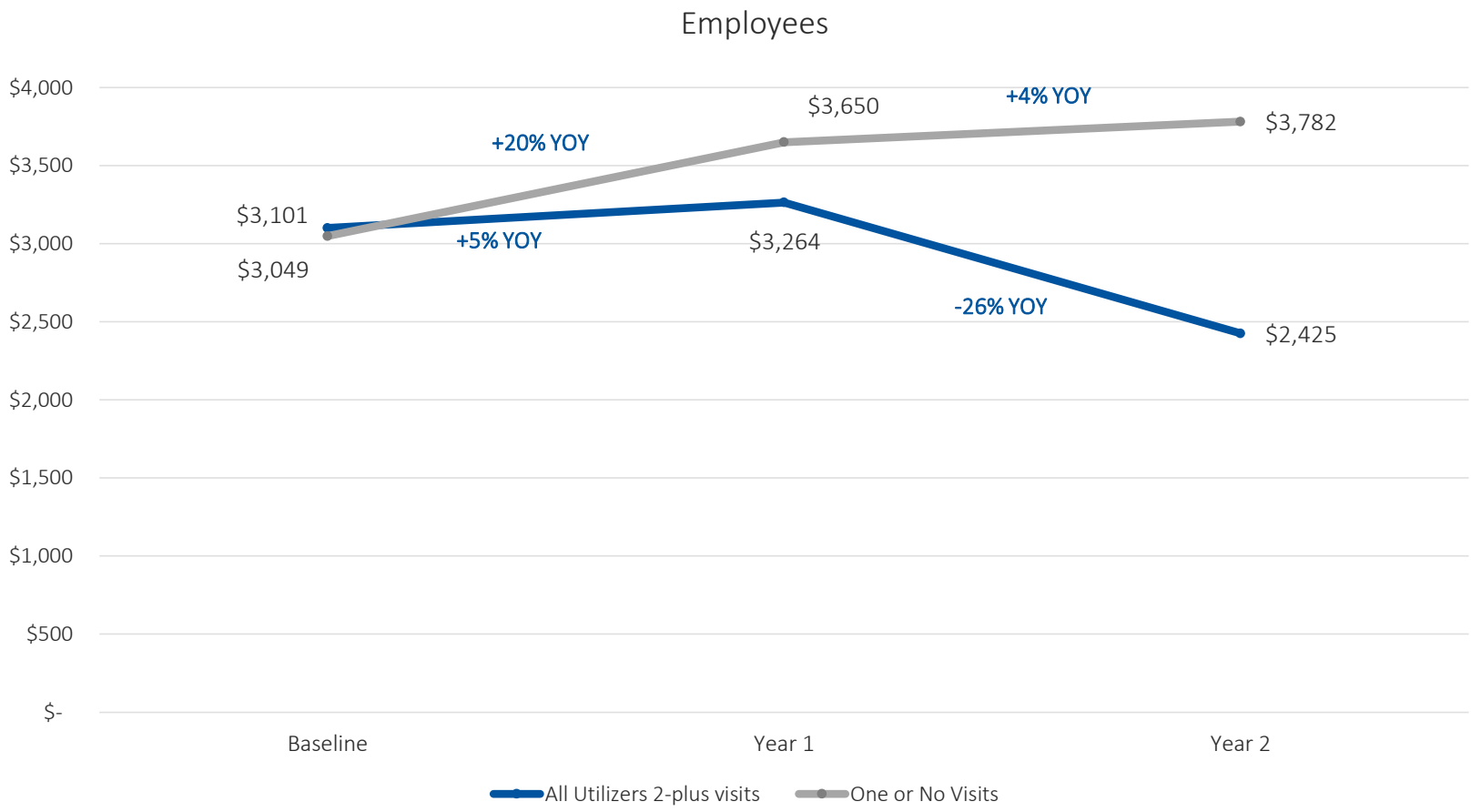
Multi-Year Claims Trend Cohorts

Employees With 2+ Visits vs. Non-Users With 0-1 Visits



Two or more visits N = 424, one or no visit N = 480

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Marathon Health
Year 5 Customer Review

Marathon health For life.

Agenda:

1. Executive Summary
2. Health Center Volume
3. Population Engagement
4. Identify the Risk
5. Engaging the High Risk Population
6. Mitigate the Risk
7. Financial Outcomes
8. Patient Satisfaction
9. Next Steps

Marathon health For life.

Driving Value One Patient at a Time

Marathon Health's Model of Care

Population Health	Identify Risk	Mitigate Risk	Change Utilization	Capture Savings
Patient Health	Empower Patient	New Health Behaviors	Smart Health Decision	Improved Health
	• Claims Data • HRA • Biometric Screen • Population Stratification	• Comprehensive Health Review • Health Coaching • Disease Management	• Alter Risk Profile • Discover/Treat Undiagnosed Conditions • Reduce ER/ UC/Specialist & Hospital Stays	• Lower Claims • Fewer Lost Work Days • Higher Productivity

EMR / Patient Portal / Analytics / Virtual Care / Population Health

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Scope of Services

Primary Care

- Acute and Urgent Care
- Immunizations
- Medications
- Prescription Management
- Referrals Management

Prevention

- Biometric Screenings
- Health Risk Assessments
- Comprehensive Health Review Exams
- Health Coaching

Disease Management

- Diabetes
- Asthma
- Hypertension
- Heart Disease
- Obesity
- Muscular Skeletal

Occupational Health

- 1st Treatment
- Sprains / Strains
- *DOT Physical*
- *Drug Testing*
- *Pre-employment*
- *Annual medical surveillance*

Ancillary

Physical Therapy

- *Work and Sports Injuries*
- *Ergonomics*
- *Therapeutic Exercise Plans*

Behavioral Health

- Individual and Family
- Stress, Anxiety, Depression

Interface / Integrate with Existing Programs

Engagement

- Communication Strategies
- Incentive Tracking and Wellness Challenges
- Action-based Wellness Programs

Evidence-based Clinical Decision Support

Integrated Web Based Technology Platform

- Personal Health Record for Employee
- Electronic Medical Record for Clinician
- Health Data Warehouse and Reporting
- Consumer Health and Wellness Content and Tracking

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Executive Summary

Screening	• **Screened 81%** of employees and 74% of spouses • Identified 68% of employees and 63% of spouses as having a high risk or chronic condition
Engagement	• Engaged 47% of employees and 18% of spouses in the past 18 months • **Engaged 54% of High & Chronic** employees and 22% of H&C spouses in the past 18 months
Health Outcomes	• 70% of employees made clinically measurable progress on at least one out of range biometric • **Met 11/12 Triple Aim metrics**
Financial Savings	• $8M in savings in year 5 (high cost claimants >$50k removed), **12.4:1 ROI** • When adjusted for age and gender, users with 1+ visits cost 37% less than non-users
Patient Satisfaction	• Patient experience survey **99.3% satisfaction** (N=289)

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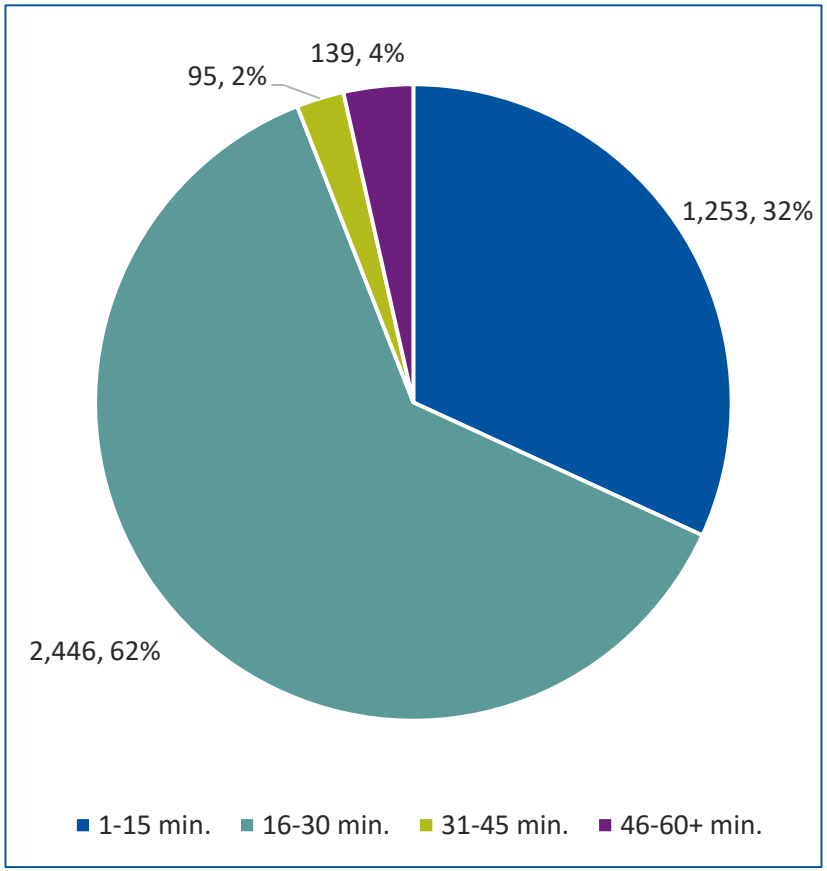
Health Center Volume

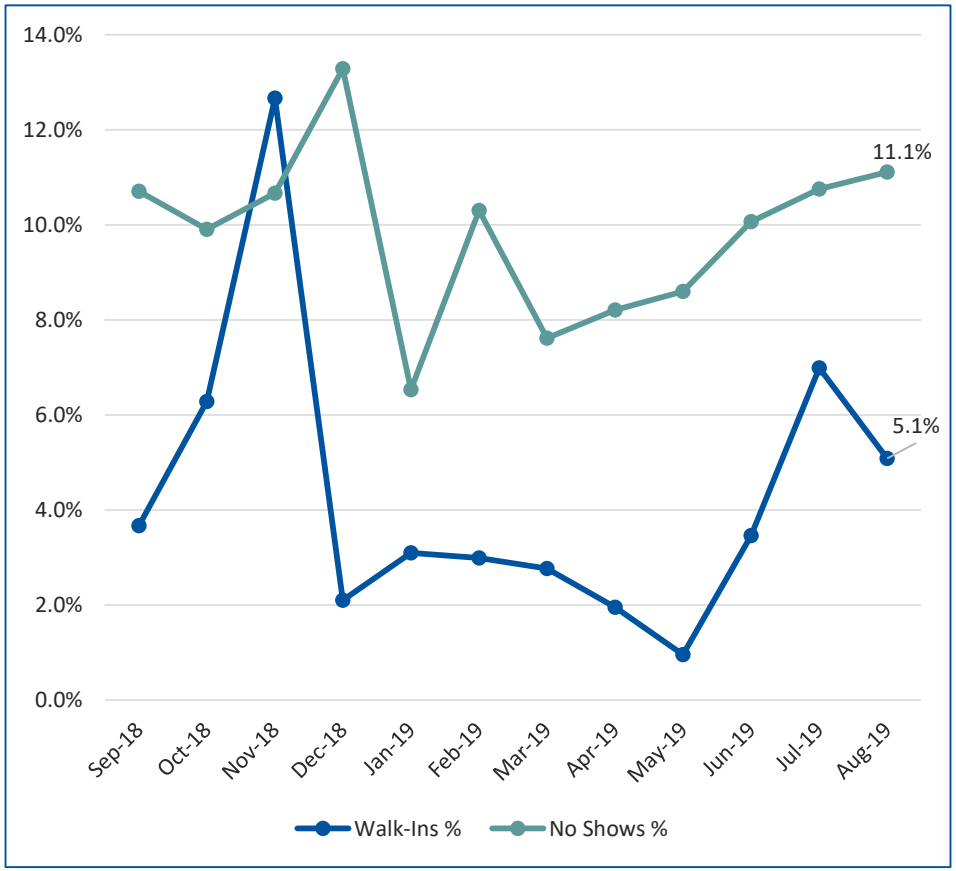
Appointment Statistics

September 2018-August 2019

Number & Length of Filled Appointments

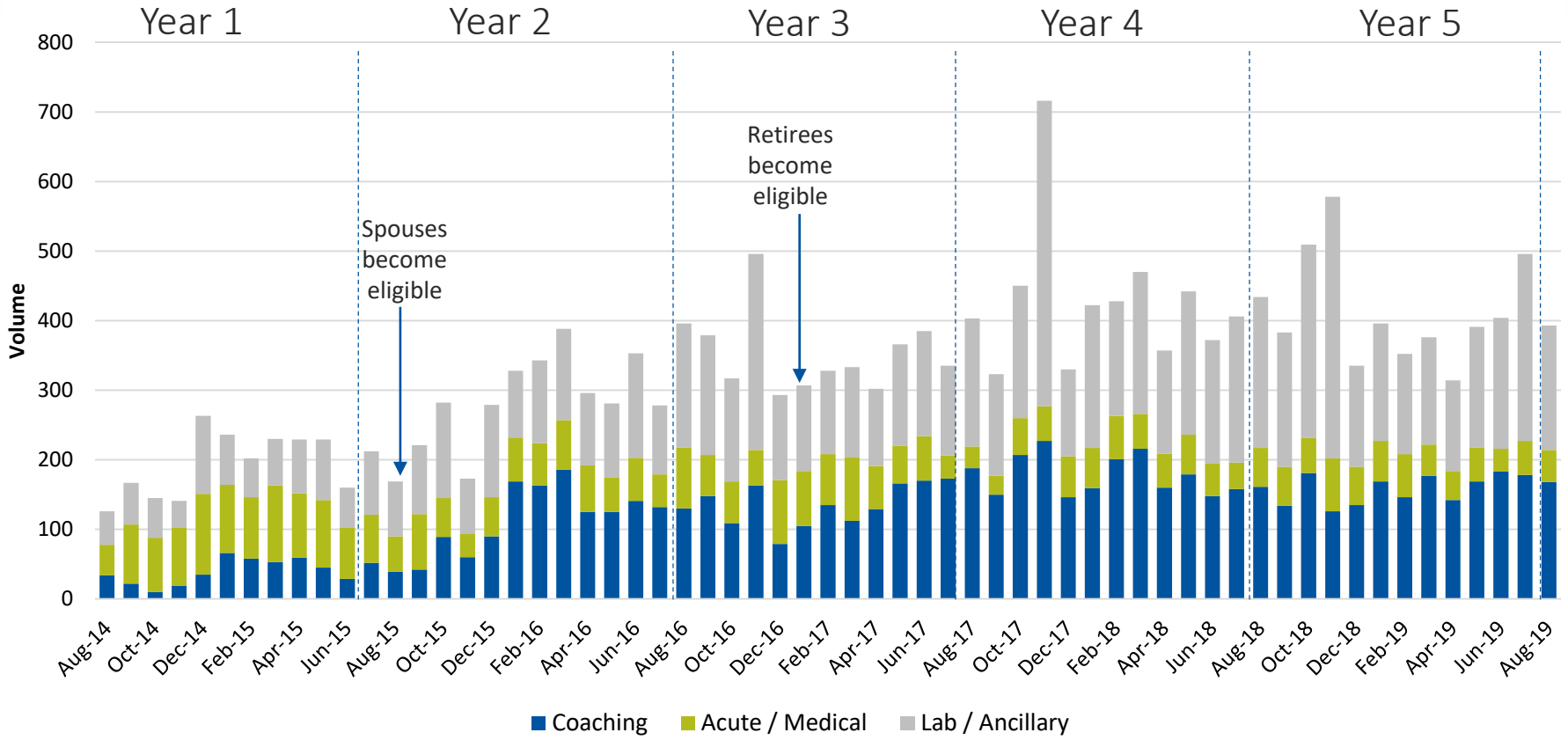


Percent of Walk-Ins and No Shows Over Time



Health Center Volume by Visit Type

All Members



	Avg. Coaching Visits/Month	Avg. Acute Vists/Month	Avg. Encounters /Month	Avg. Lab Visits/Month
Year 1	40	86	127	69
Year 2	113	58	172	71
Year 3	135	67	202	74
Year 4	178	48	227	81
Year 5	158	53	211	85

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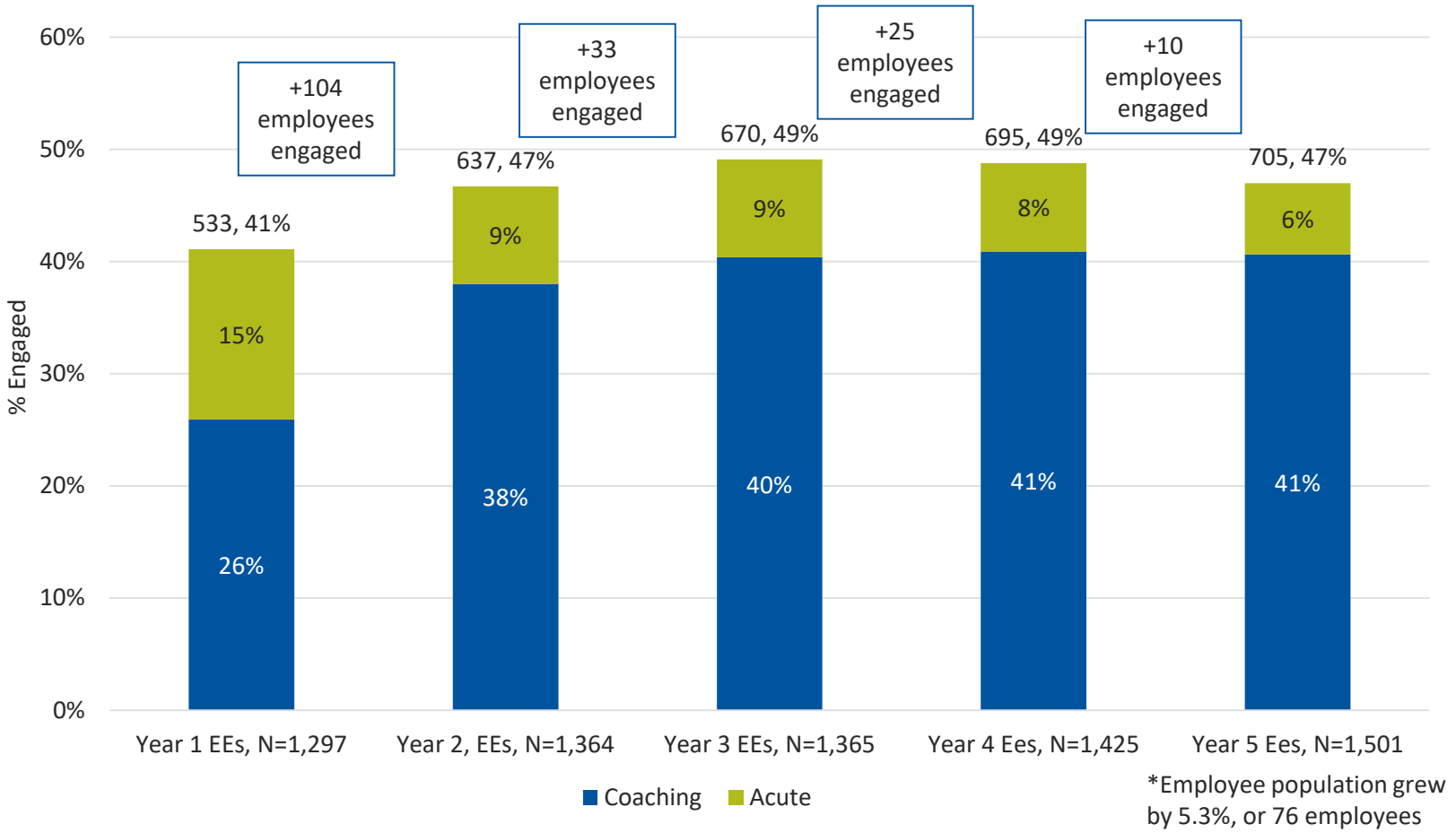
Population Engagement

Employee Engagement Over Time



*Employee population grew by 5.3%, or 76 employees

***Engagement** = had an encounter-level visit (labs/tests/injections only excluded) in the prior 18 months.*

***Coaching Engagement** = encounter-level visit with a coaching Dx in prior 18 mos.*

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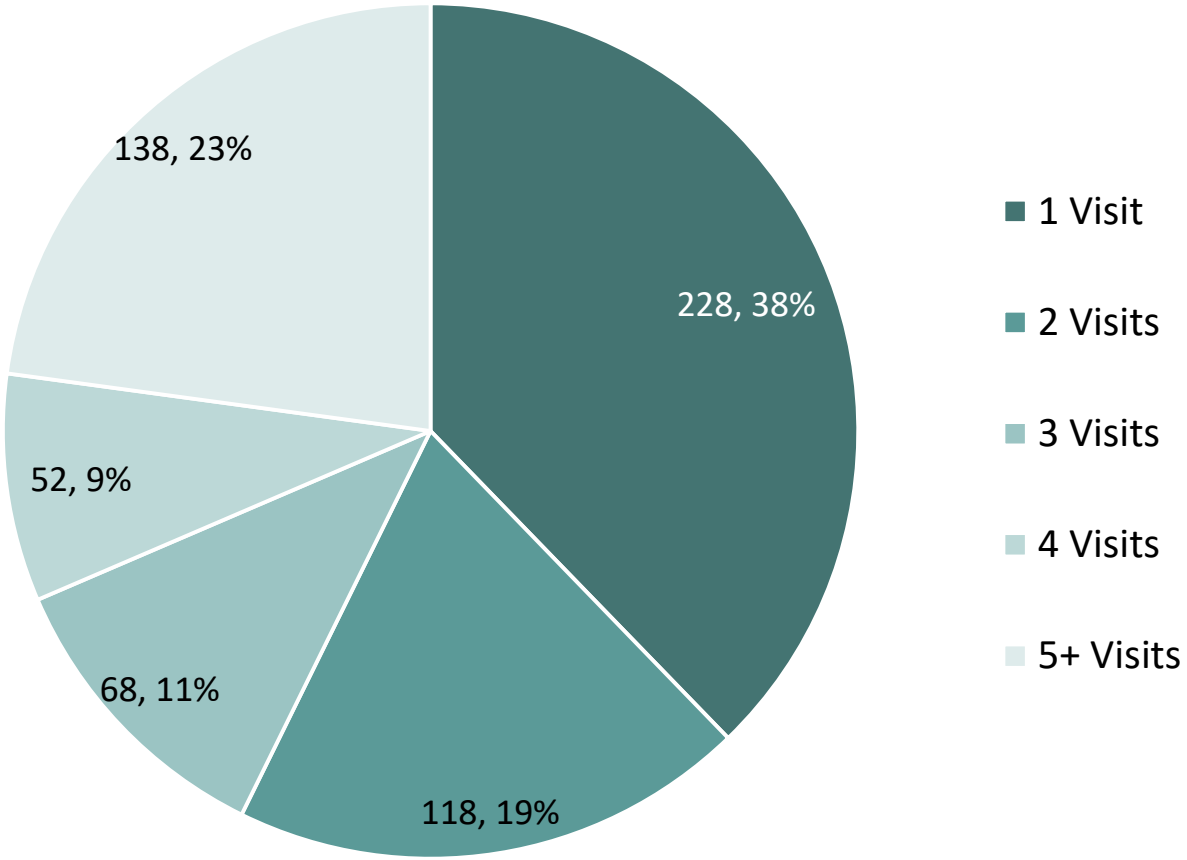
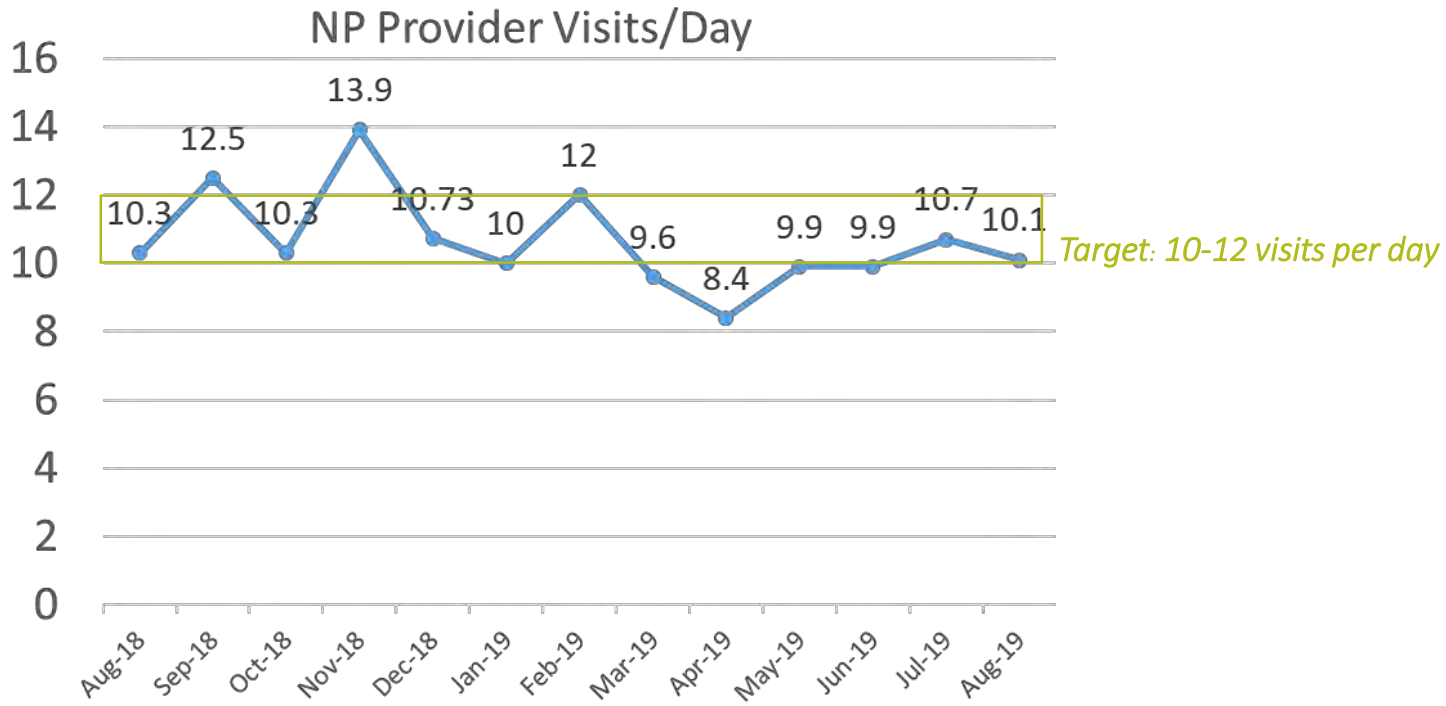
Employee Visit Frequency

Year 5



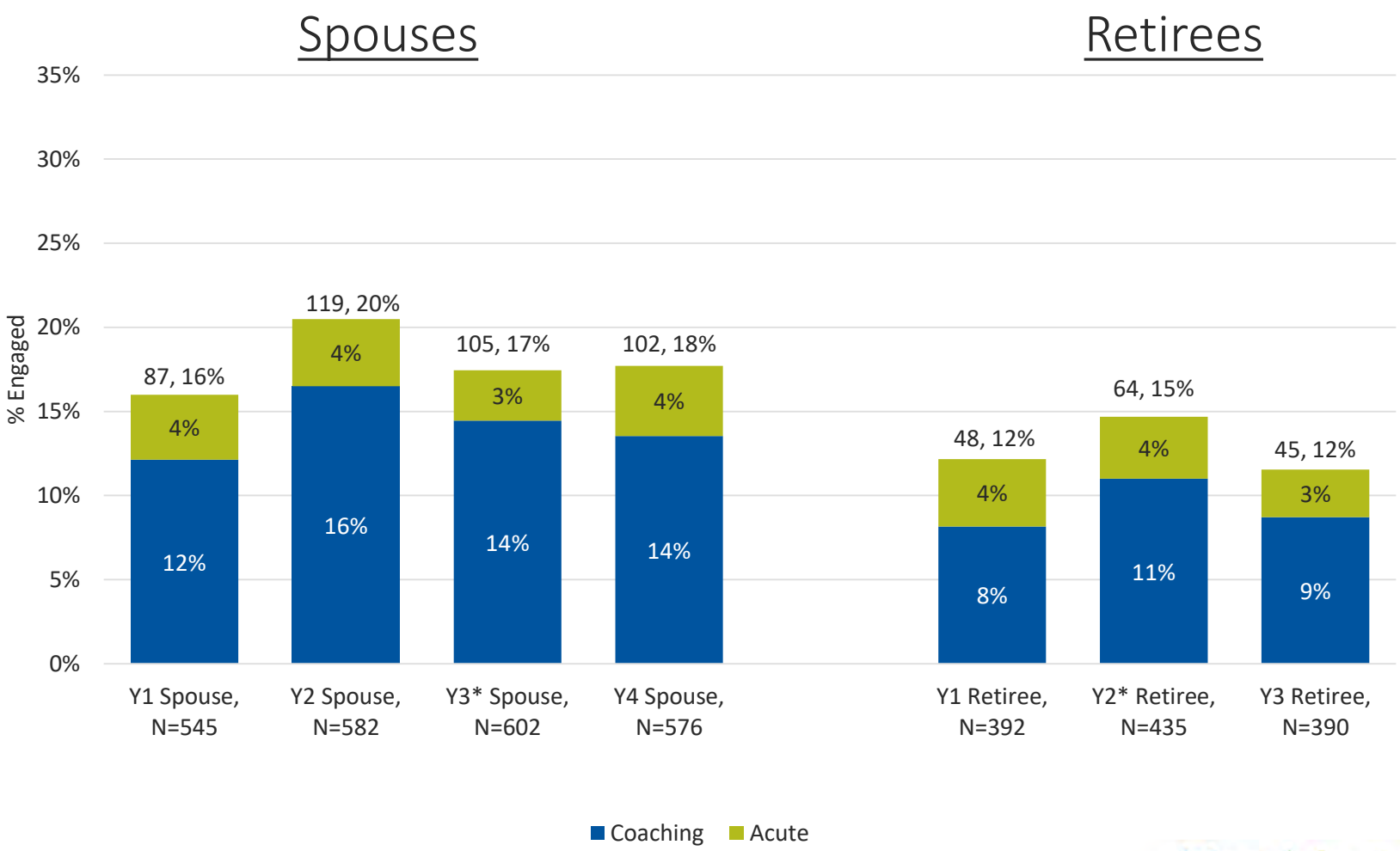
- *3.5 visits per participating employee in the last year vs. MH benchmark of 2.8*
- *3.6 visits per participating high & chronic employee in the last year vs MH benchmark of 3.2*

Monthly Provider Capacity



Does not include MA or Health Coach
Adjusted for 60-minute appointments to count double, and 45-minute appointments to count 1.5 toward capacity

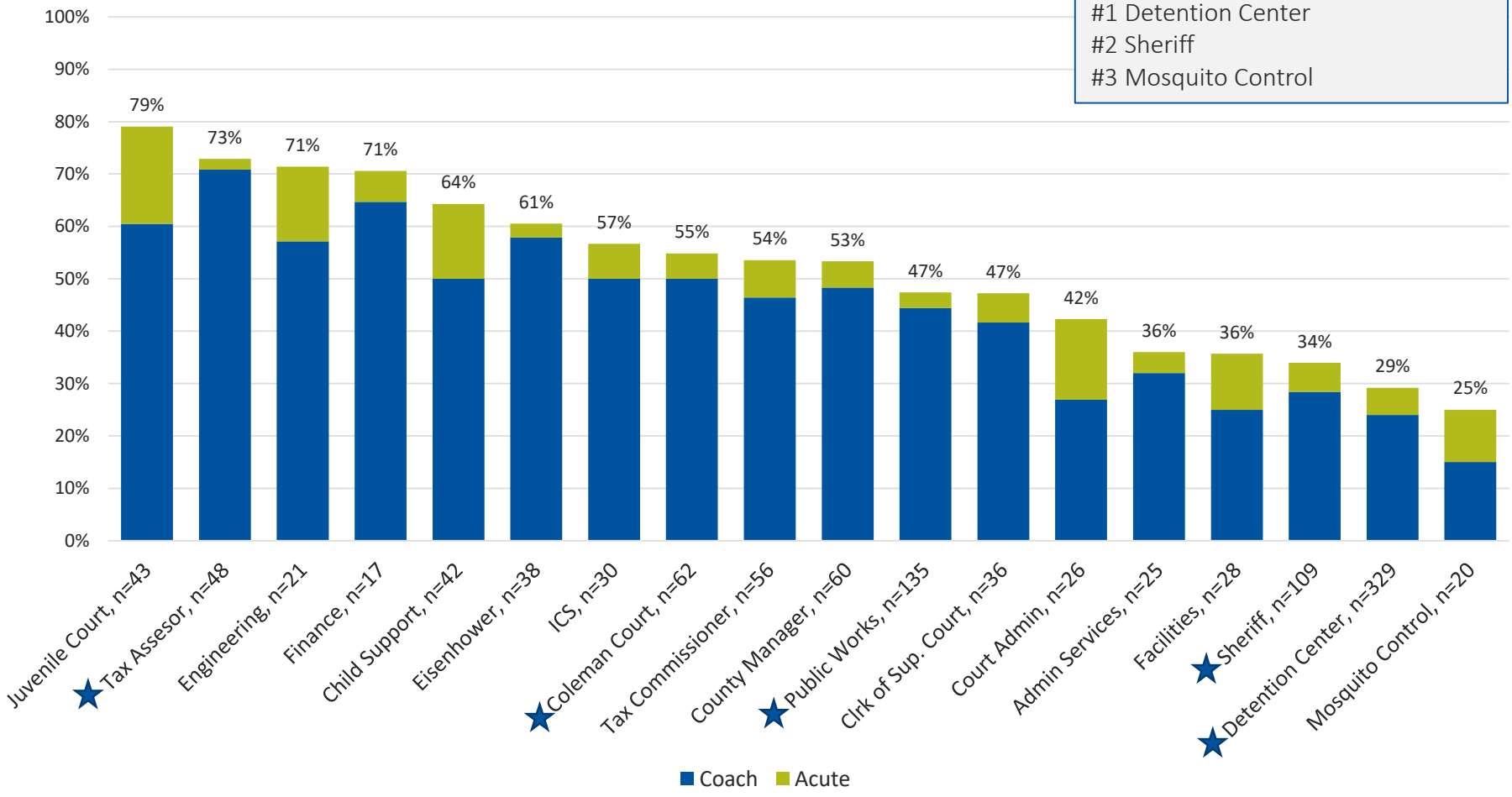
Spouse and Retiree Engagement



Engagement by Department

2018 Highest Engaged Departments:
#1 Finance
#2 Juvenile Court
#3 ICS

2018 Lowest Engaged Departments:
#1 Detention Center
#2 Sheriff
#3 Mosquito Control



★ *Top 5 Largest Departments*

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Patient Success Story – Health Coaching

- Female patient had an **annual physical** in the health center April 2019
- Identified as **pre-diabetic with A1C of 5.8**
- Referred to physician and began coaching by end of April
- Patient does not cook. Water intake of 8 ounces per day. Lives at home with her mother who cooks but is a very brittle diabetic. Patient was overwhelmed. She did not want to turn into her Mom.
- **Patient made gradual changes**. Started embracing a new and different lifestyle.
  - Began counting carbs and became aware of hidden carbs. She realized the smoothies she was having for breakfast were loaded with carbs and so were the Caramel Frappes
  - Started walking for exercise
  - Adjusted to eating 3 meals daily and not skipping meals
  - Discovered the need to learn to cook properly in order to be successful
  - Began exercising at home then joined the gym
  - Increased to 64 ounces per day
- October **A1C 4.8**. (normal is under 5.7)

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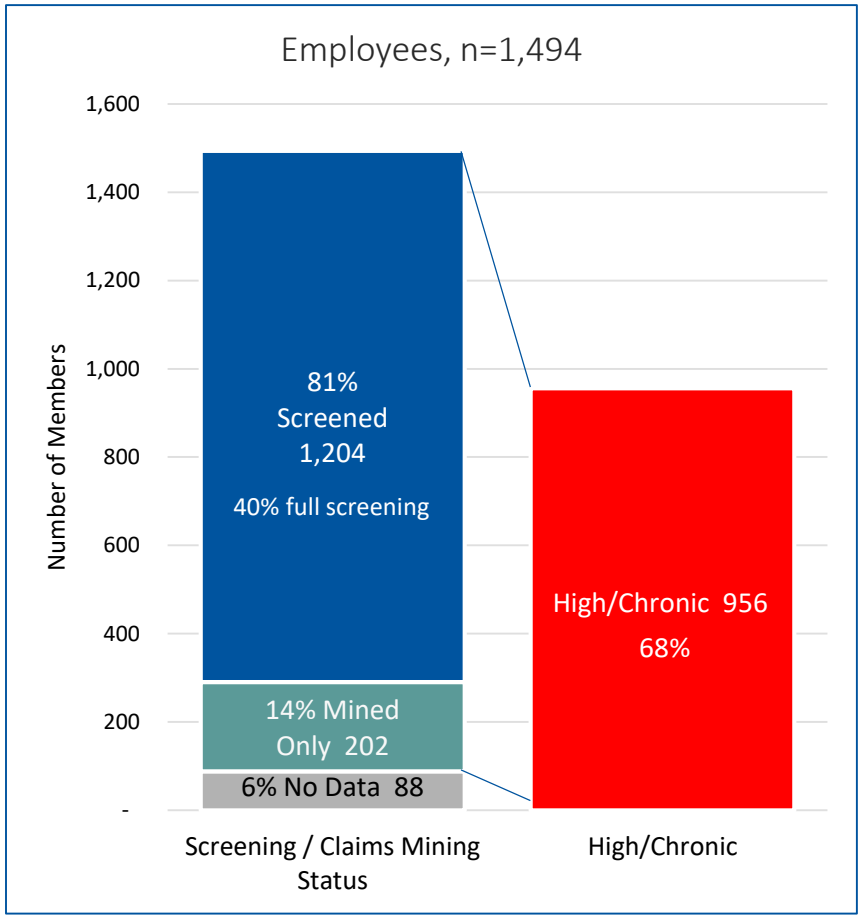
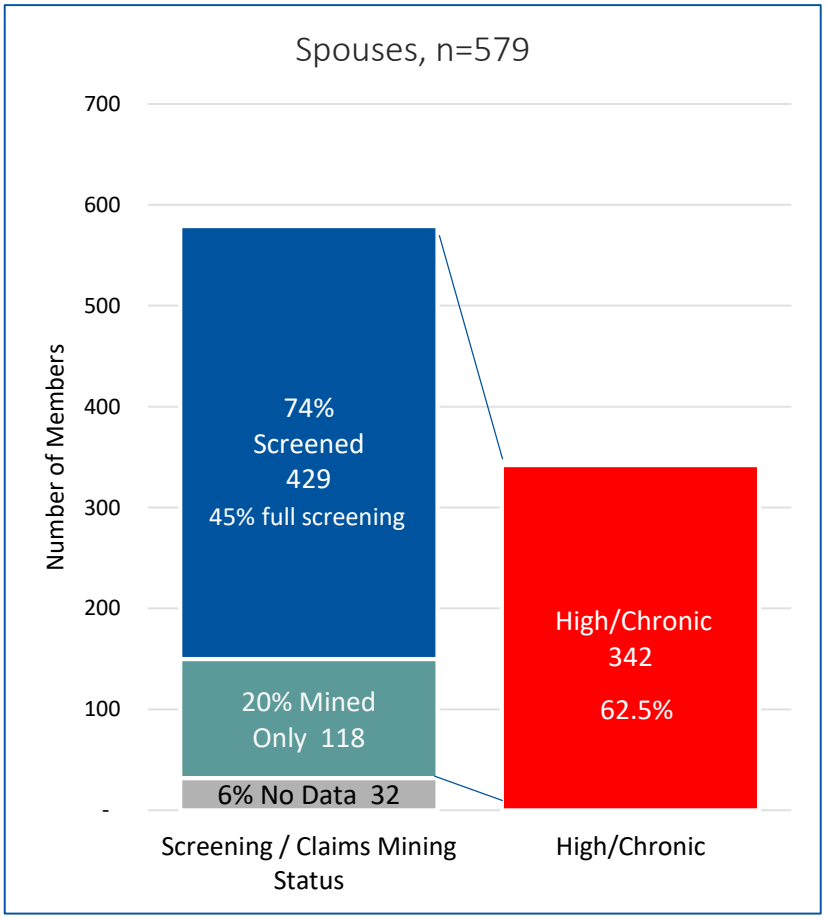
Identify the Risk

Marathon Health High and Chronic Definitions

Chronic (1+ of following)	High Risk (5+ of following OR	High Risk (…1+ of the following)
Hypertension	BP Systolic 121-139	BP Systolic ≥ 140
Metabolic syndrome	BP Diastolic 81-89	BP Diastolic ≥ 90
Asthma	Glucose reading 101-125	Glucose ≥ 126, Random ≥ 200
Depression	Cholesterol 200-239, LDL 160-189, or HDL <40 in Men or HDL <50 in Women. TC/HDL Ratio ≥ 5.1 Men, ≥ 4.5 Women	Total Cholesterol ≥ 240, or LDL ≥ 190, or Triglycerides ≥ 500
Diabetes	Obese (BMI ≥ 30)	BMI ≥ 35
Coronary artery disease (CAD)	Smoker	PHQ Score > 15 (Depression)
Congestive heart failure (CHF)	Presence of high risk medical condition (cancer, CAD, CHF, past heart attack, diabetes, past stroke, angina pectoris, heart valve disease)	
Chronic obstructive pulmonary disease (COPD)	Self-reported risky behavior (do not cope well with stress, # of days exercise / week < 6, no or minimal seat belt use, satisfaction with life partly or not, satisfaction with job partly or not, alcohol use, sleep < 7-8 hrs / night, work days missed due to illness in past year = 5+, stress)	

Screening & Risk Identification





Prior year data:
Employees (n=1,425) – 82% screened (38% full screening), 12% mined, 7% no data, 69% high/chronic
Spouses (n=602) – 69% screened (41% full screening), 22% mined, 8% no data, 62% high/chronic

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Patient Success Story – Identified Risk

- 52 year old spouse came in June for biometric screening
- He was brought in to review labs in person and opted to begin health coaching.
- Pt under a lot of stress with death of a friend recently and had been drinking more than often.
- Goal to look good in his tux for his son's wedding in a few months and be around to play with his new grandchild
- Coached patient on dietary changes.
- 4 months later- his tux had to be refitted because it was too big!

Weight 200.8 BMI 32.4 Triglycerides 232 HDL 32 VLDL 46 LDL 72 and **HgbA1c 6.2**

Weight 184 BMI 29.8 Triglycerides 122 **HDL 36** VLDL 24 **LDL 108** HgbA1c 5.5

Prevalence of Employee Biometric Risk Factors and Chronic Conditions

Not matched cohort

Top Risks Identified:
- Obesity
- Cholesterol
- Hypertension
- Diabetes
- Asthma
- Depression

	2018			2019				
Risk Factor/Chronic Condition	High Risk	Sample Population	High Risk %	High Risk	Sample Population	High Risk %	Change in # of EEs at Risk	US Prevalence
Biometric Risk Factors								
Obesity (BMI) >=30	714	1,152	62.0%	732	1,188	61.6%	18.00	36.5%
Blood Pressure >=(140/90)	180	1,151	15.6%	197	1,195	16.5%	17.00	17.8%
Cholesterol >=240, >=160, <40/50	411	980	41.9%	399	1,077	37.0%	-12.00	29.8%
Triglycerides >=200	109	960	11.4%	88	1,067	8.2%	-21.00	30.0%
Chronic Conditions								
Metabolic Syndrome	125	1,331	9.4%	155	1,406	11.0%	30.00	34.7%
Hypertension	538	1,331	40.4%	564	1,406	40.1%	26.00	33.0%
Diabetes	205	1,331	15.4%	213	1,406	15.1%	8.00	12.6%
Asthma	137	1,331	10.3%	148	1,406	10.5%	11.00	7.4%
Chronic Bronchitis (COPD)	38	1,331	2.9%	31	1,406	2.2%	-7.00	6.0%
Coronary Artery Disease (CAD)	49	1,331	3.7%	41	1,406	2.9%	-8.00	6.0%
Depression	112	1,331	8.4%	128	1,406	9.1%	16.00	5.4%
Congestive Heart Failure (CHF)	14	1,331	1.1%	11	1,406	0.8%	-3.00	2.0%

	Over 100% US Prevalence
	Between 80% and 99% of US Prevalence
	Below 80% of US Prevalence

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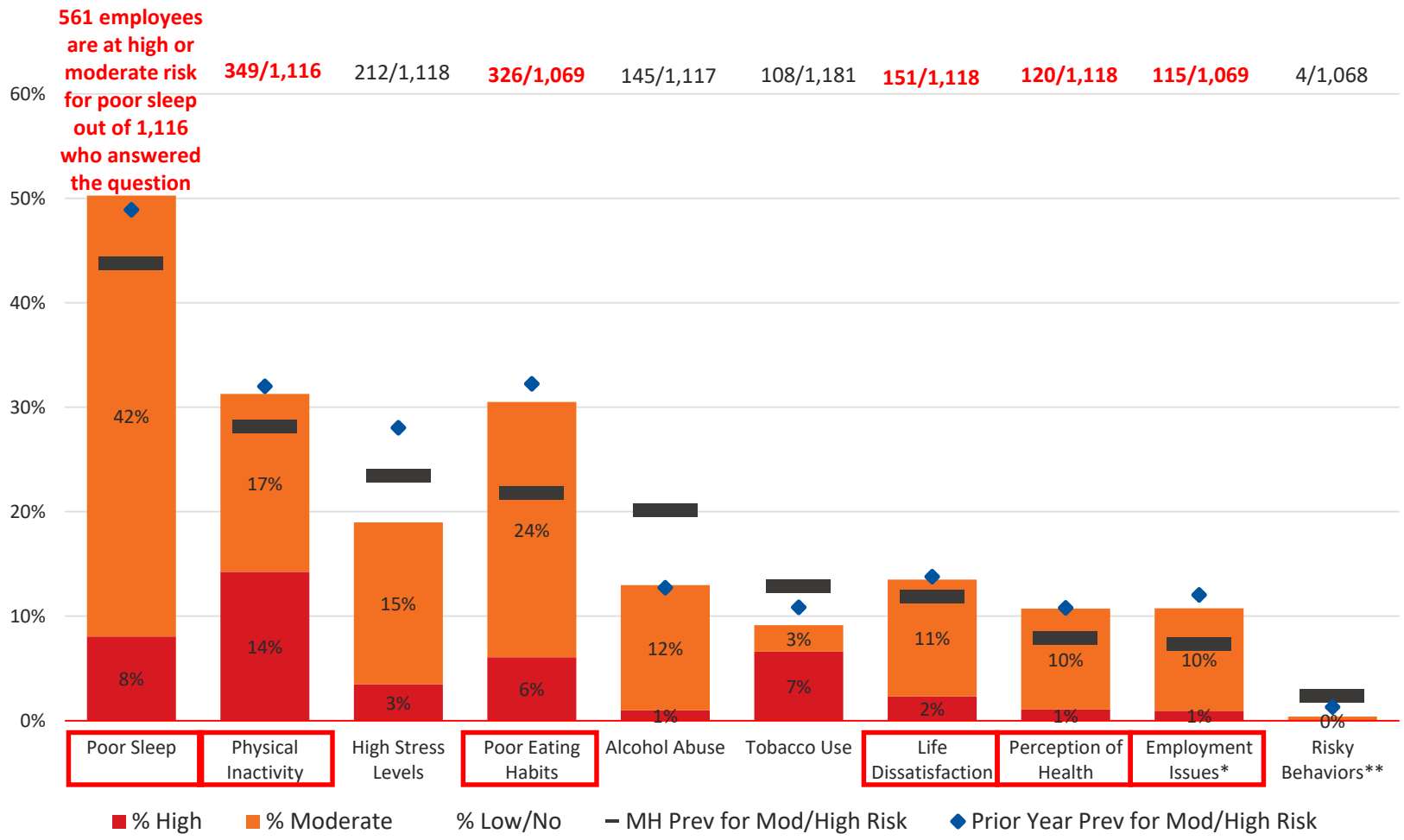
Employee Prevalence of Lifestyle Risk Factors vs. Marathon Health Benchmark for High or Moderate



* Employment issues include job dissatisfaction, difficulty concentrating at work and work days missed due to illness

** Risky behaviors include impaired driving, no seat belt use, not using sunscreen, risky sexual behaviors

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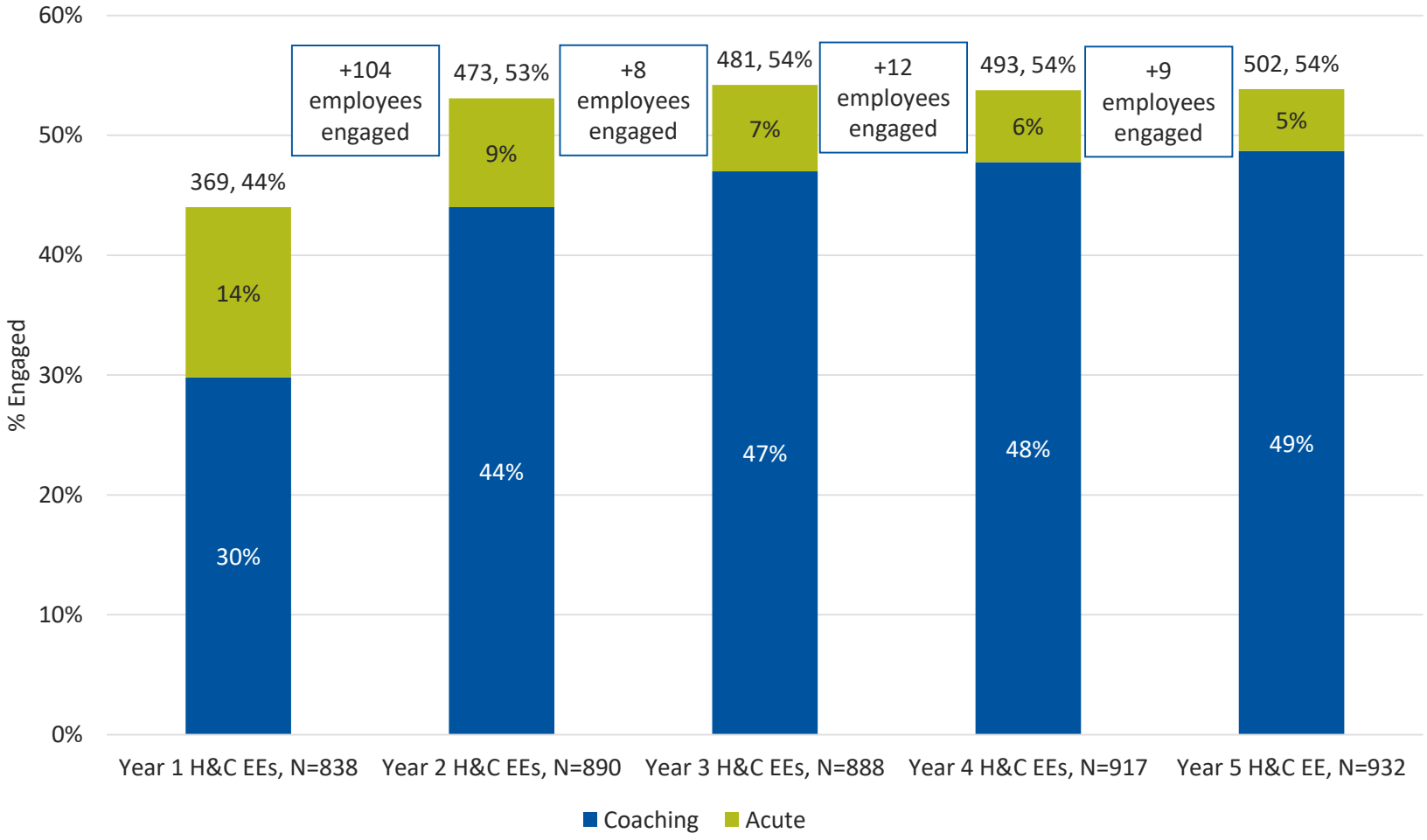
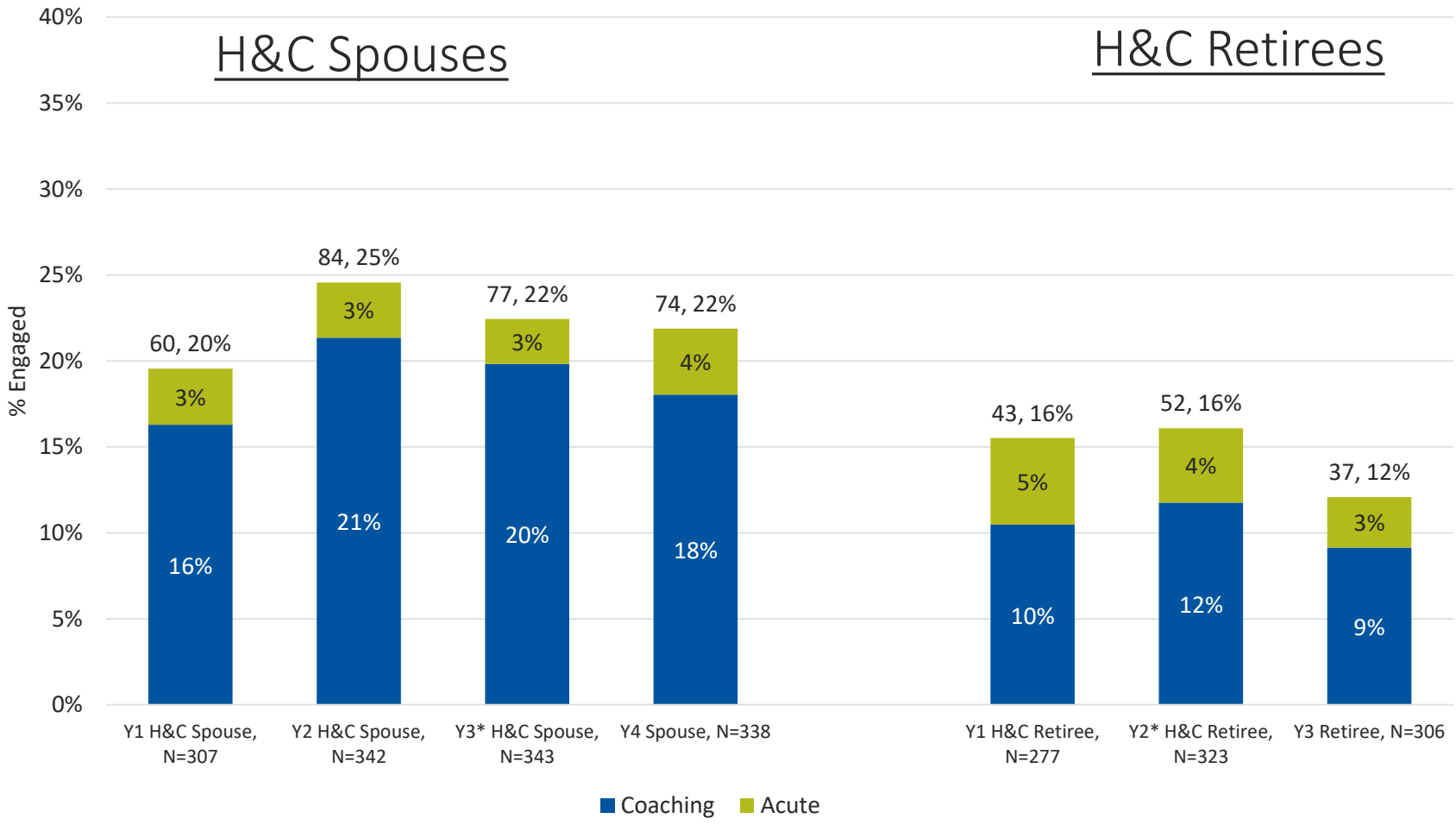
Engage the Risk

High & Chronic Employee Engagement



High & Chronic Spouse & Retiree Engagement



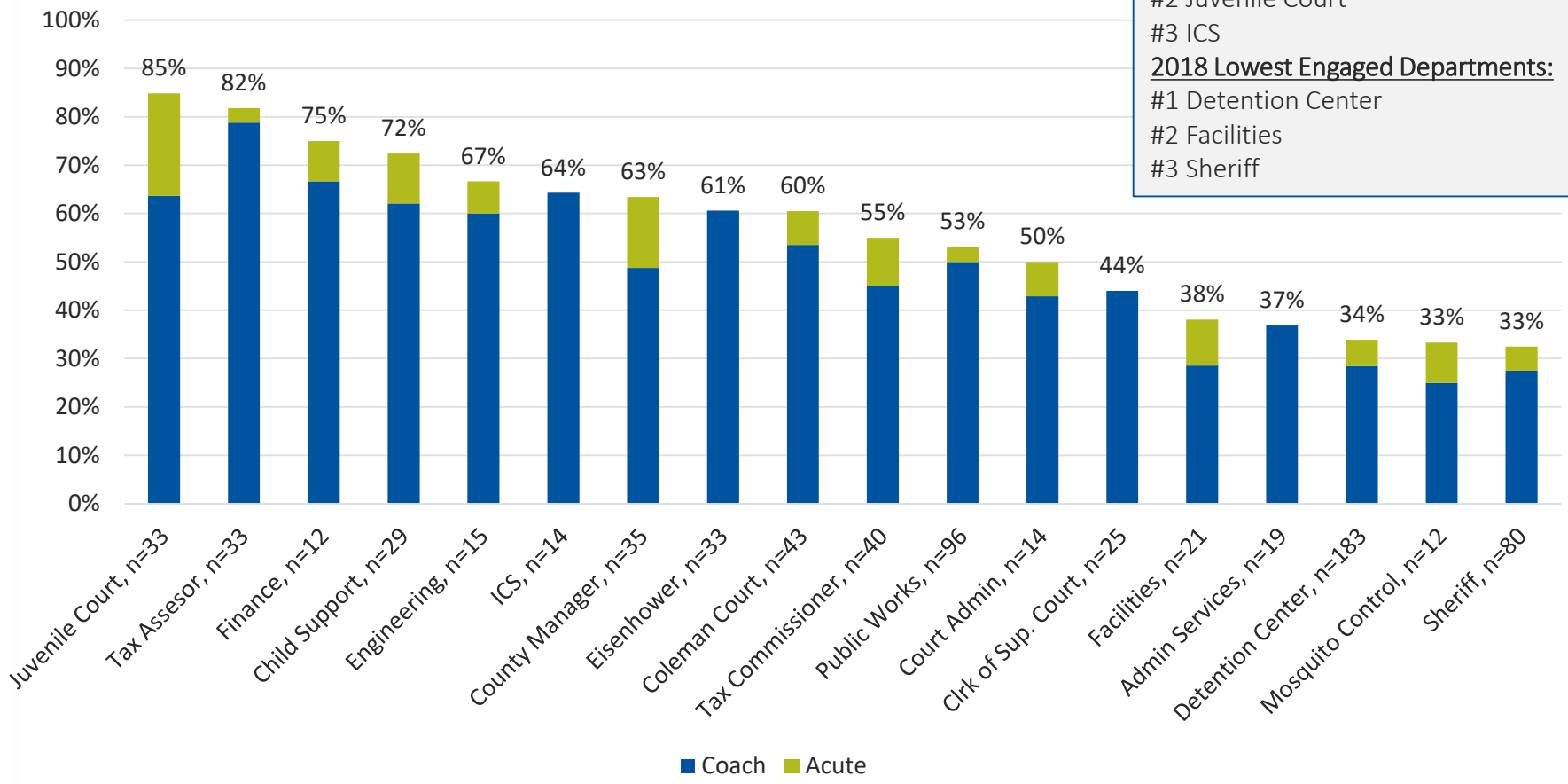
Marketing and Promotion

- Monthly custom newsletter
- Quarterly Healthy Like Me Promotion
- Social media
- Wellness Challenges
- Open Houses
- My Health Report
- Department meetings
- Onsite outreach

H&C Engagement by Department

2018 Highest Engaged Departments:
#1 Finance
#2 Juvenile Court
#3 ICS

2018 Lowest Engaged Departments:
#1 Detention Center
#2 Facilities
#3 Sheriff



Mitigate the Risk

Triple Aim Health Outcomes

Employees & Spouses

Biometric Category	Will achieve the following results	Participants Outside Normal Range	Participants with Progress or Normal	% of Participants Successful	Target Year 5
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	78	56	72%	40%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	89	67	75%	40%
Glucose (> 100)	Reduce by 15% or below threshold	70	2	3%	15%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	163	46	28%	15%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	31	14	45%	15%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	201	49	24%	15%
Triglycerides (>= 200)	Reduce by 20% or below threshold	50	24	48%	15%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	612	70	11%	5%
Smokers	Quit for at least 90 days	67	29	43%	5%
Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target Year 5**
Diabetics	Average Hemoglobin A1C < 7.5	89	49	55%	15%
Diabetics	Standard of Care (5 out of 6) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal Vaccine * Hepatitis B Vaccine * Self Glucose Monitoring or A1c Exists	89	69	78%	75%
Asthmatics	Standard of Care (5 out of 7) * Annual Influenza * Spirometry Result * Pneumococcal Vaccine * Use of Inhaled Corticosteroids * Medications Appropriate for Severity * Asthma Action Plan * Use of short acting bronchodilator	74	63	85%	75%

11/12 metrics met

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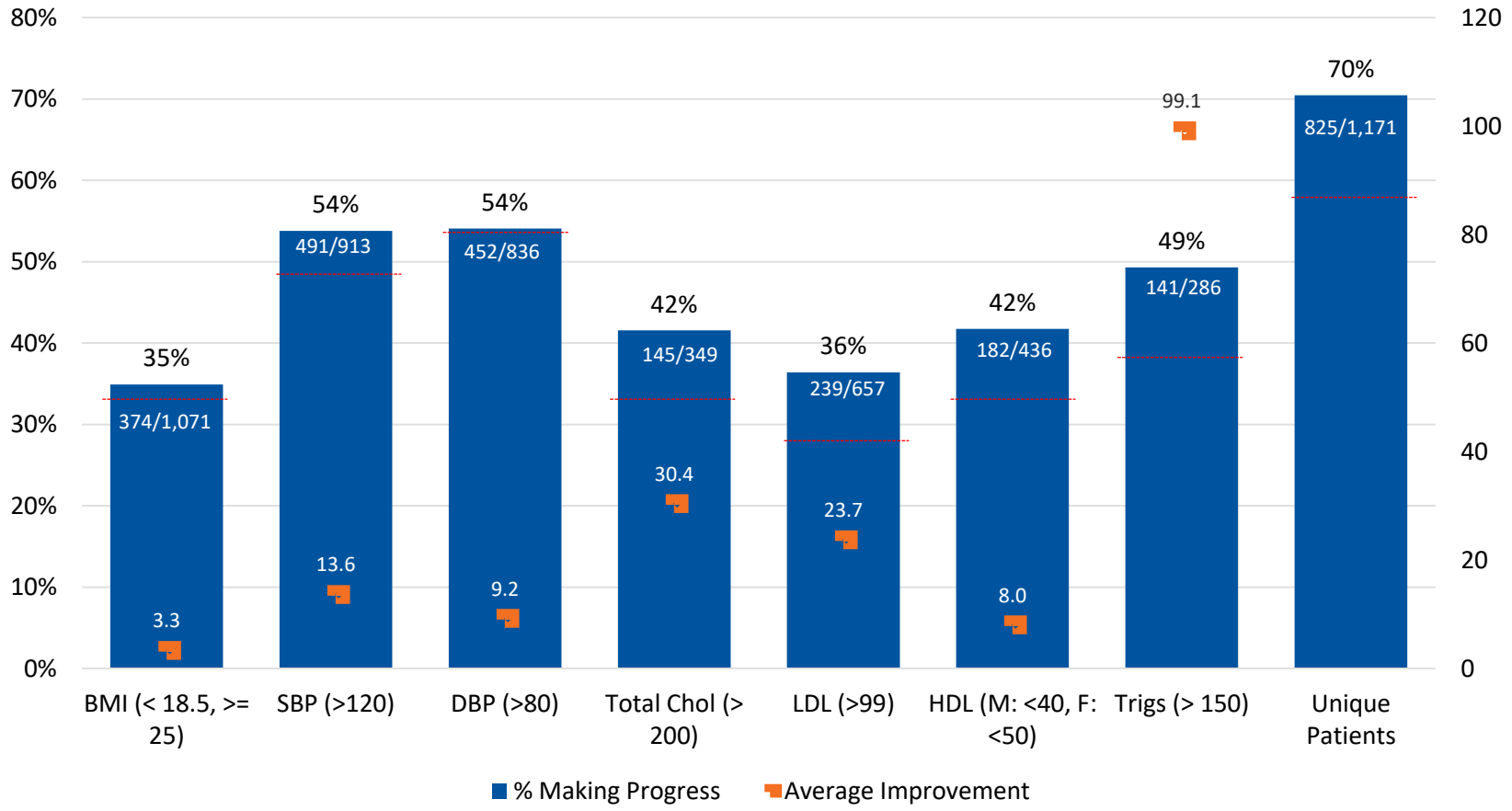
Employees Making Progress and Average Amount of Progress Being Made

24 month lookback



Patient success story - SDH

- 58 year old male employee with **limited transportation access**
- Severe dental issues caused **constant pain**
- Unable to see PCP or dentist due to transportation issues
- Participated in BP checks at, **consistently high BP** due to pain and non compliance with BP medications
- After much encouragement patient was treated at the health center with antibiotics for the dental problems
- **Health center scheduled** patient with his PCP for medications and a local dentist around the **bus route** schedule that would get him from work and to his appointments in enough time
- His blood pressure readings at the blood pressure checks at Public Works have now been ranging about **112-118/80s.**

BP 150/92 HgbA1C >13
BP 116/80 HgbA1C 8.3

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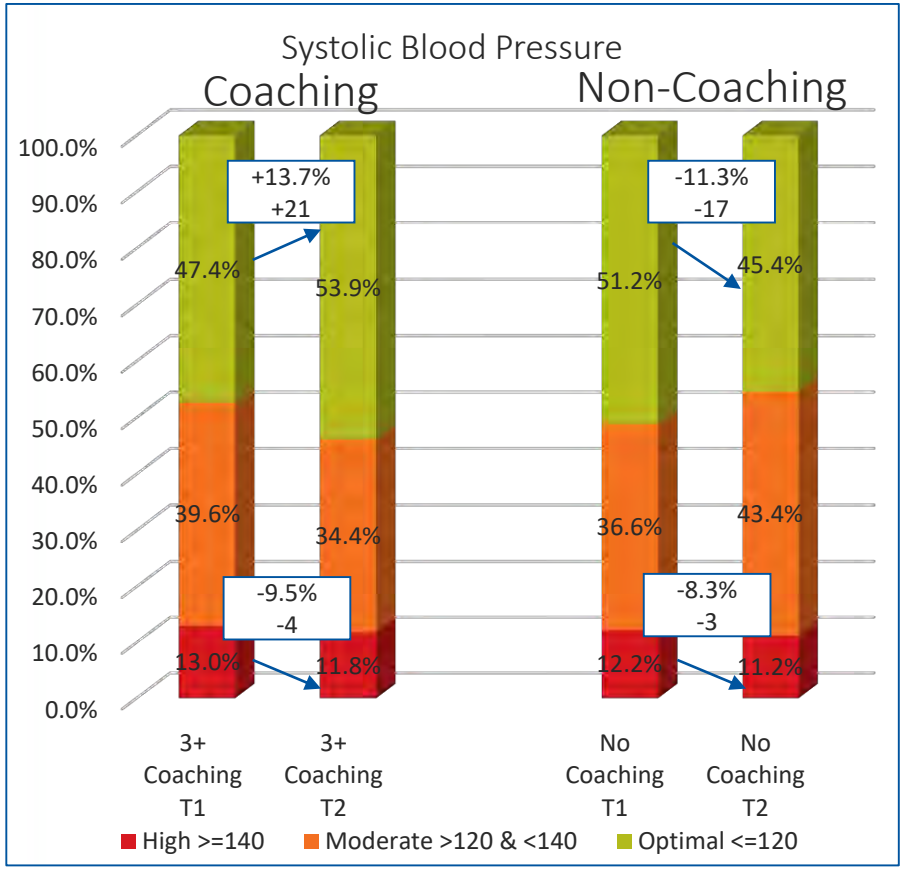
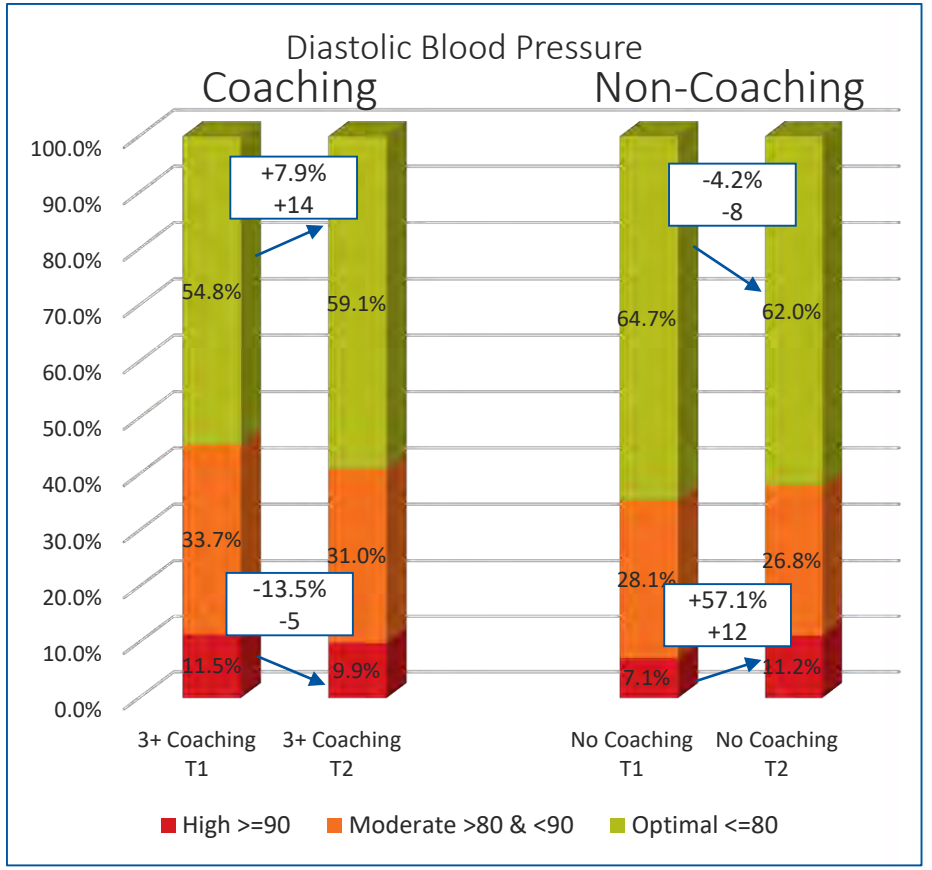
Coaching Matters: Employees Making Progress on High Blood Pressure

Comparing those with 3+ coaching visits to those with 0 coaching visit in 24 month lookback

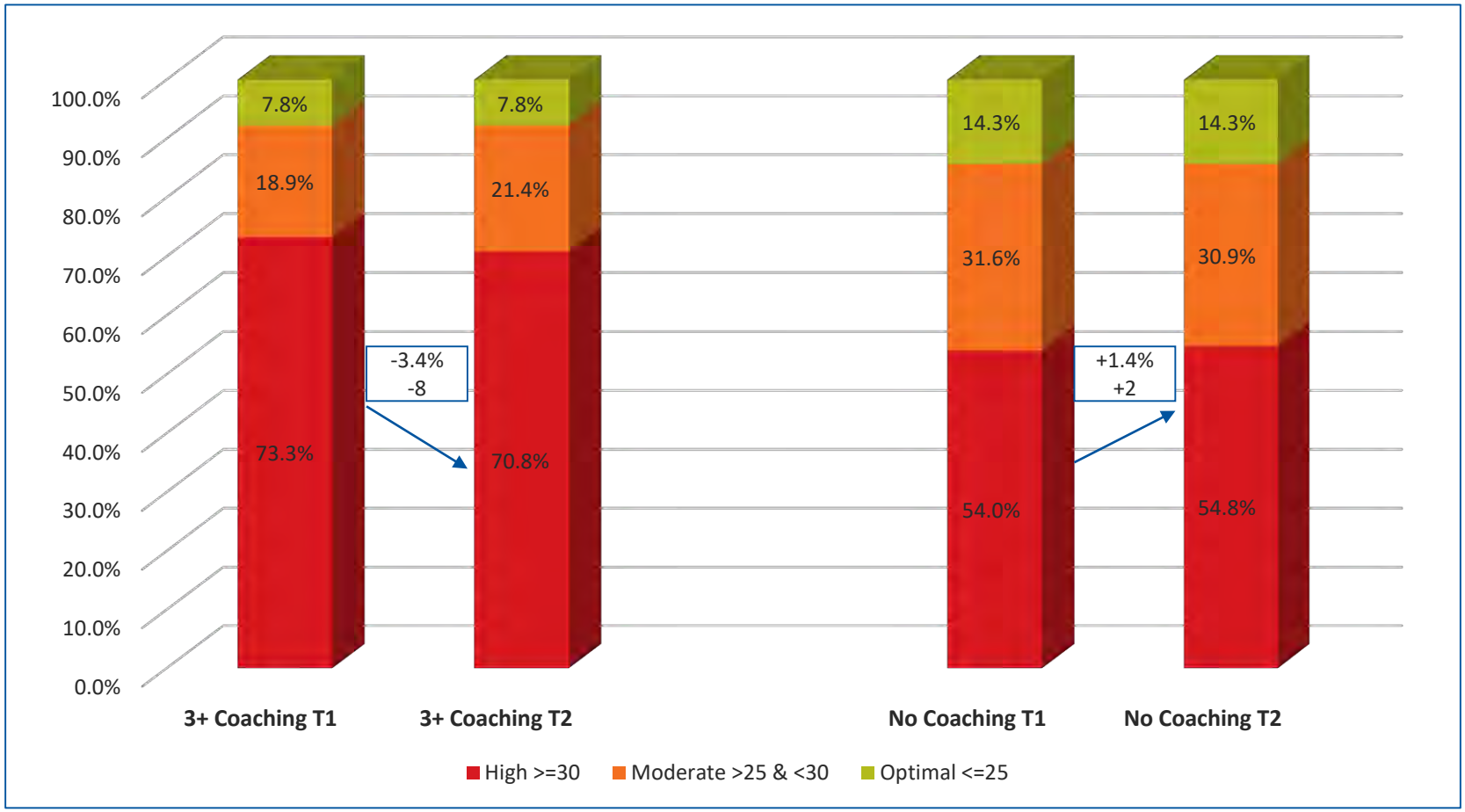




3+ Coaching, n=323
0 Coaching, n=295

Coaching Matters: Employees Making Progress on Body Mass Index

Comparing those with 3+ coaching visits to those with 0 coaching visit in 24-month lookback

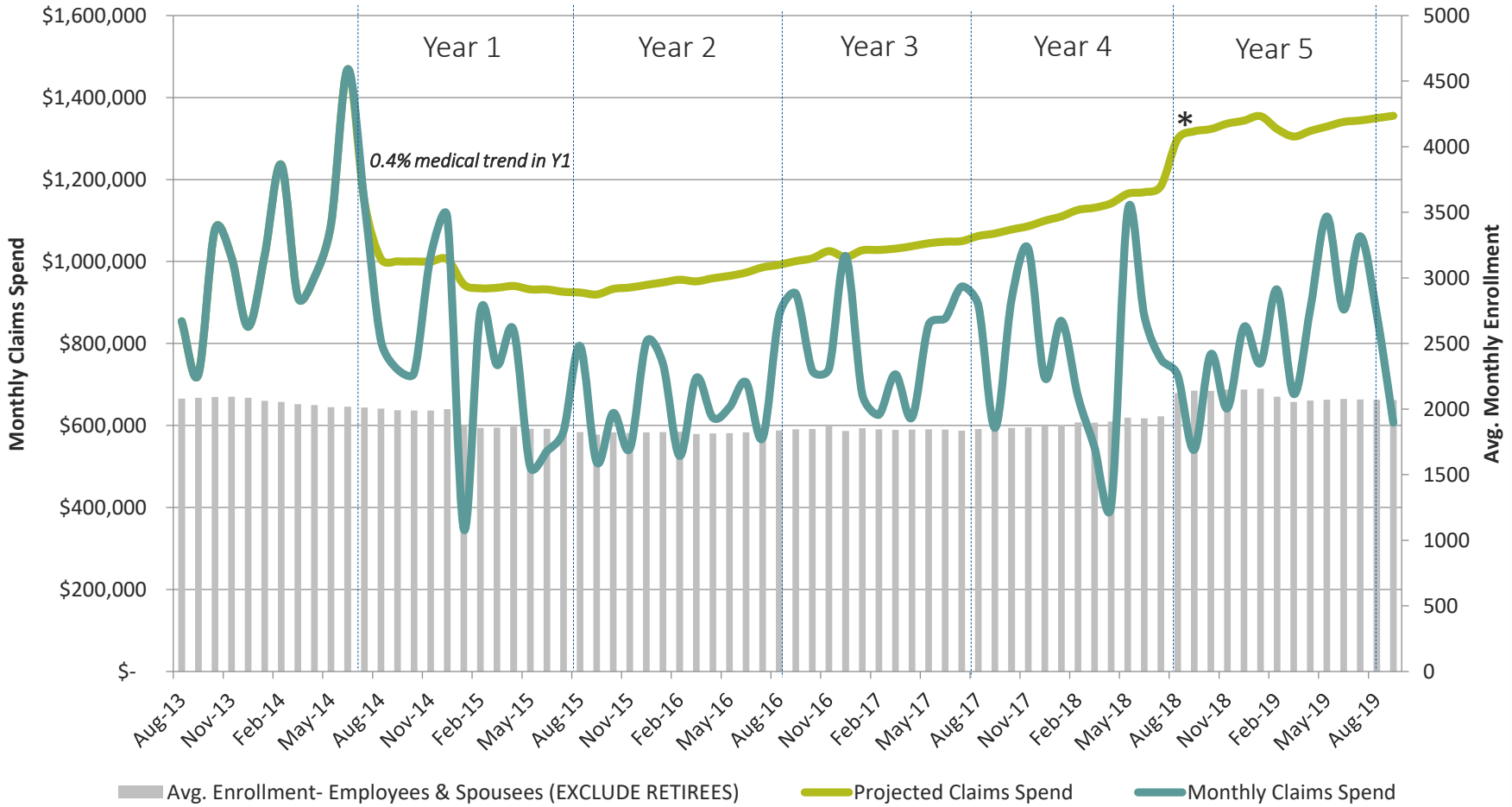


3+ Coaching, n=322
0 Coaching, n=272

Financial Outcomes

Medical Trend Analysis

Employees & Spouses (excluding retirees) vs. 6.5% Projection



	Billed	Gross Savings	ROI	Net Savings
Year 1	$ 498,732	$ (2,736,429)	5.5	$ (2,237,697)
Year 2	$ 593,676	$ (3,582,610)	6.0	$ (2,988,934)
Year 3	$ 611,484	$ (2,735,303)	4.5	$ (2,123,819)
Year 4	$ 629,820	$ (4,049,424)	6.4	$ (3,419,604)
Year 5	$ 648,720	$ (6,114,739)	9.4	$ (5,466,019)
Cumulative	$ 2,982,432	$ (19,218,505)	32	$ (16,236,073)

**Methodology change beginning Aug 18' (using in house claims reporting engine)*

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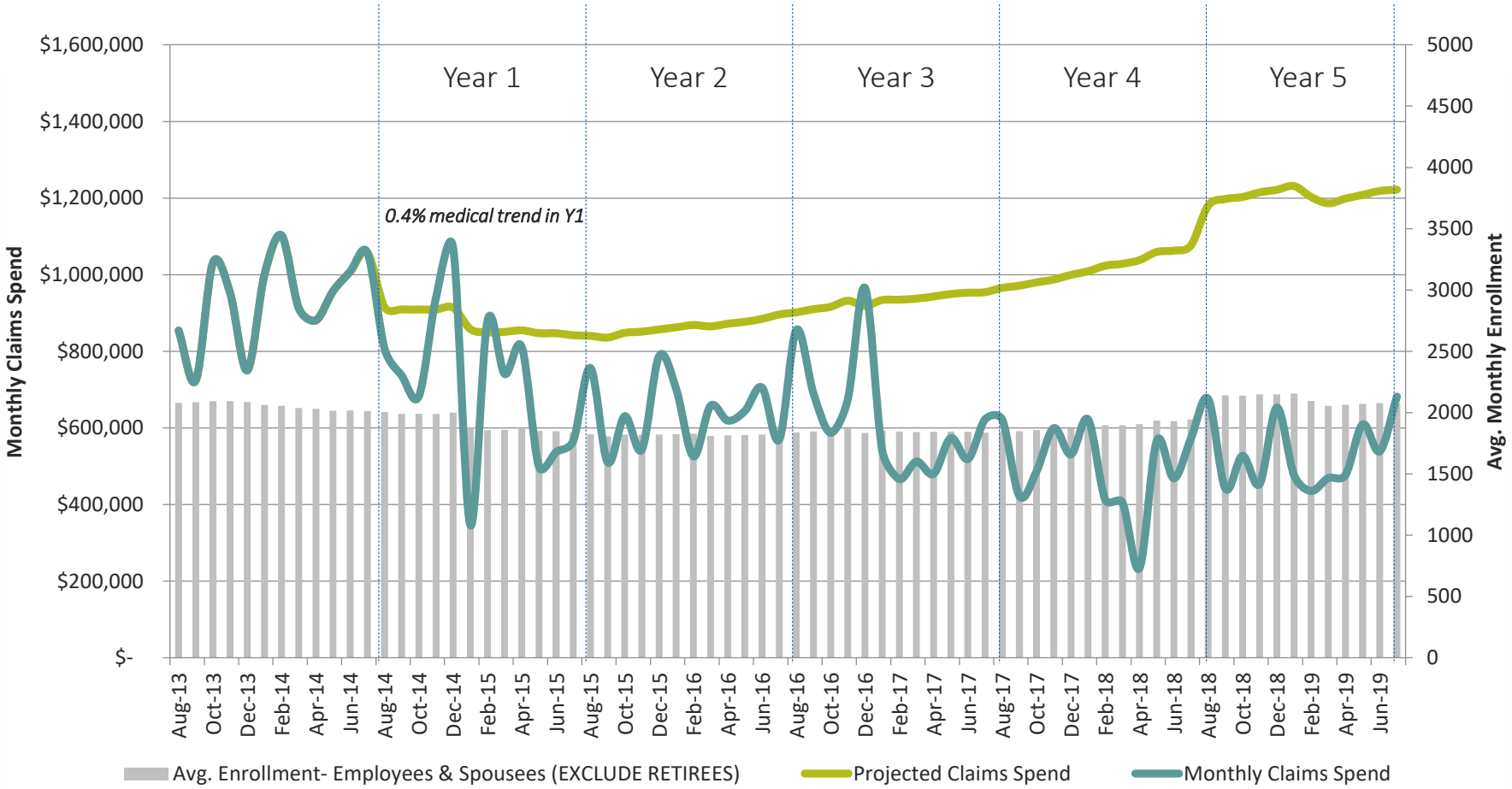
High Cost Claimants >$50k Removed

Employees & Spouses (excluding retirees) vs. 6.5% Projection



	Billed	Gross Savings	ROI	Net Savings
Year 1	$ 498,732	$ (1,889,383)	3.8	$ (1,390,651)
Year 2	$ 593,676	$ (2,706,861)	4.6	$ (2,113,185)
Year 3	$ 611,484	$ (3,695,860)	6.0	$ (3,084,376)
Year 4	$ 629,820	$ (6,258,961)	9.9	$ (5,629,141)
Year 5	$ 648,720	$ (8,044,971)	12.4	$ (7,396,251)
Cumulative	$ 2,982,432	$ (22,596,036)	37	$ (19,613,604)

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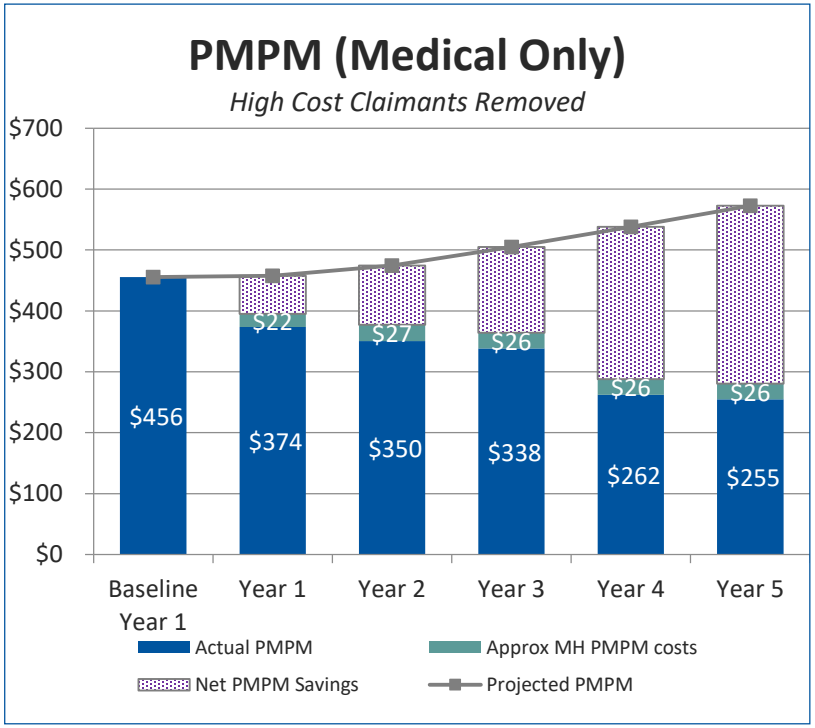
Performance Guarantees

Health Outcomes		
Number of categories (out of 12 risk reduction and disease management measures) in which the year 5 target was met		**Result**
8-12	0% credit	11/12
4 - 7	50% credit	
2 - 3	75% credit	
less than 2	100% credit	
$32,436 at risk, 0% credit		**$ -**

PMPM Cost Trend		
Target Net Reduction Percentage: 6% for year 5		**Result**
+/- 1%	0% credit	51%
1 - 3% under	50% credit	
3 - 5% under	75% credit	
> 5% under	100% credit	
$32,436 at risk, 0% credit		



PMPM Cost Trend Calculations		
Avg forecasted PMPM for Aug 18'-Jul 19'	$	572.88
Actual PMPM avg for Aug 18'-Jul 19'	$	254.78
Gross PMPM reduction	$	318.10
MH fees Aug 18'-Jul 19'	$	648,720
Eligible Population		2,108
PMPM MH fee	$	25.65
Net reduction in PMPM	$	292.44
Net % reduction		51.0%

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Cost Reduction

FACT Analytics- Financial and Clinical Trends

User vs. Non-User Claims Outcomes

Disclaimer: Marathon Health processes third-party claims data to measure the impact of population health management on healthcare costs. Marathon Health makes no representation regarding completeness, accuracy or reliability of information derived from third-party sources.

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Definitions

- FACT allows us to take claims information from your carrier and map it with data from our EMR (risk conditions/disease states, visit counts, etc) in order to look at the cost of users of the health center vs. those who have not used the health center.

- Active employees with a claim
- **Users = 1+ visit in the 18-months ending September 2019**
- **Non-users = 0 visits in the 18-months ending September 2019**
- Medical claims data from October 2018- September 2019

Summary of Findings:

- When adjusted for age and gender, engaged employees cost on average **$2,620 (37%)** less than non-engaged employees.
- 618 engaged employees with a claim x $2,620 savings per engaged employee= **$1,619,392 or 2.5:1 ROI**

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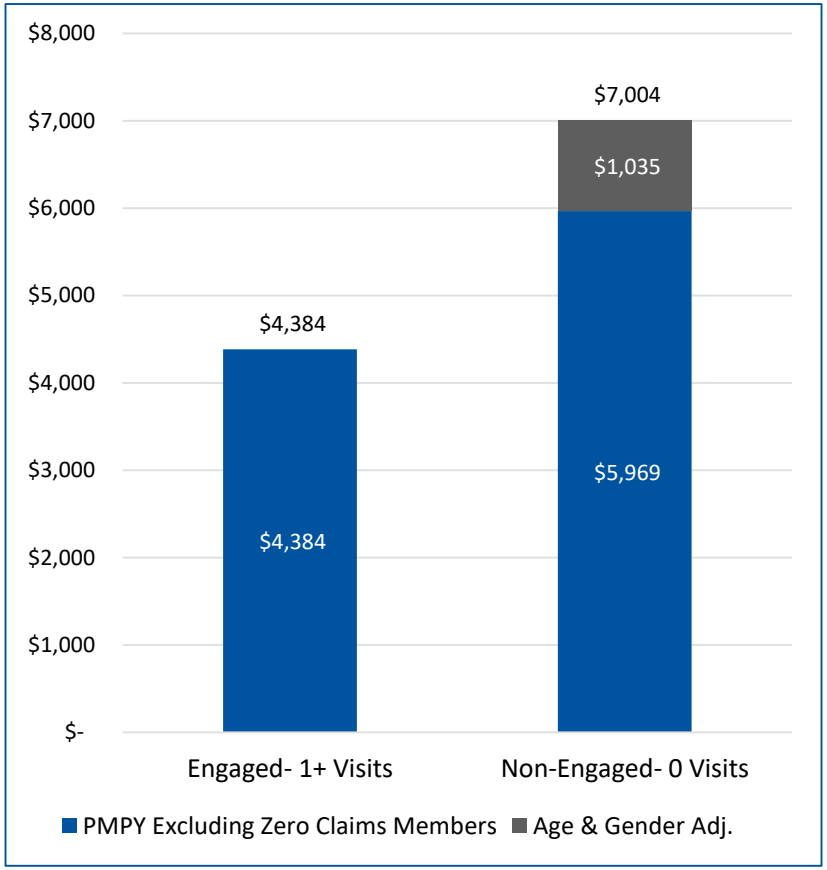
PEPY Cost- Users vs. Non-Users



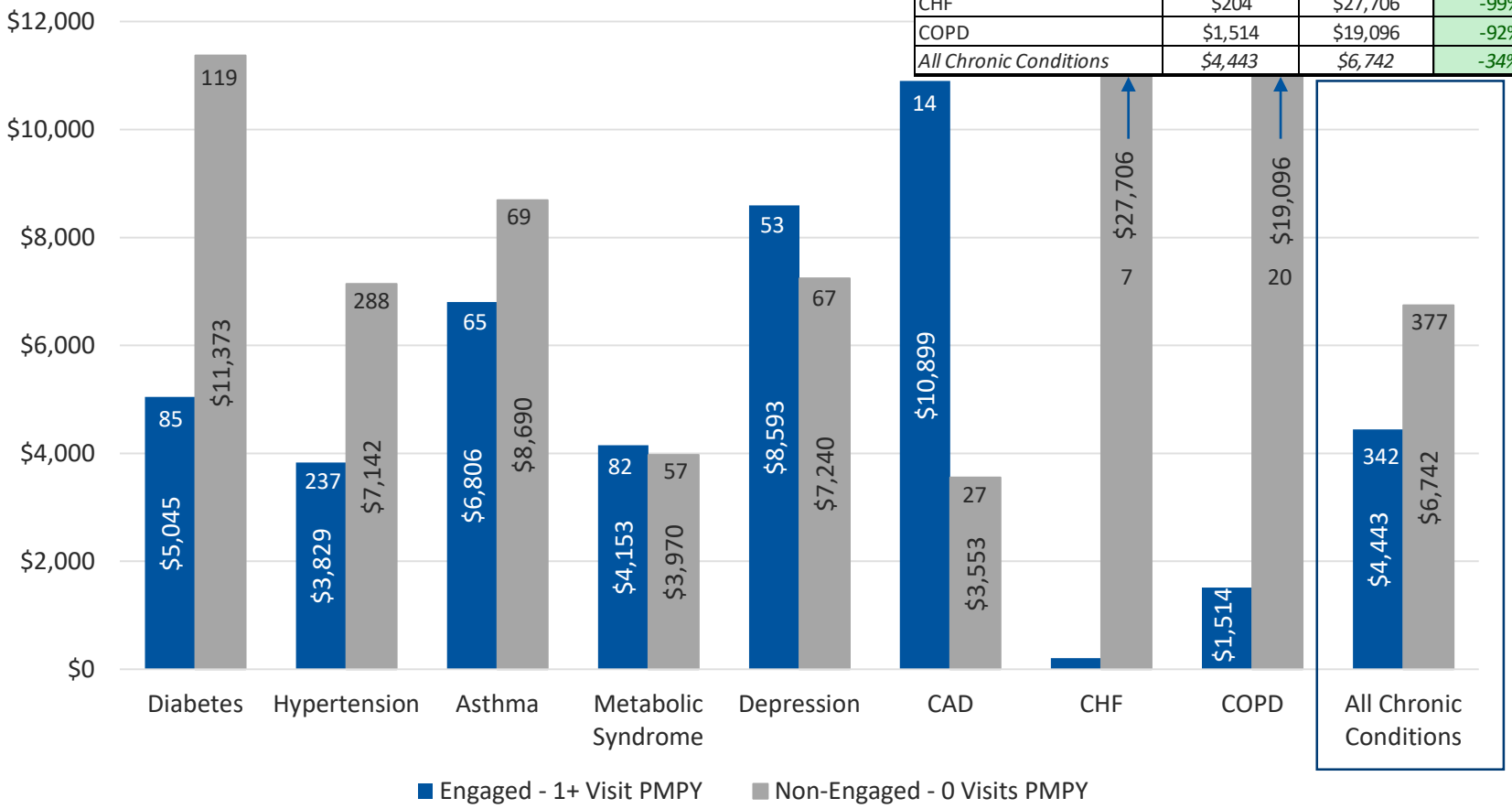
Cohort Information	Engaged	Non-Engaged
Number of People with claim(s)	618	678
Average Age	45.9	46.6
Average # Chronic Conditions	0.93	1.02
% Female	64.6%	50.9%

- *The engaged group has a higher proportion of females- a factor that yields higher expected costs than the non-engaged group.*
- *In order to match the demographic profile of the engaged group, we make an upward adjustment to the non-engaged group based on benchmark data from the Kaiser Family Foundation. When adjusting for age and gender, the engaged group costs **$2,620** less **(37.4%)** than the non-engaged group.*

618 engaged employees with a claim x $2,620= $1,619,392

Annual Cost by Chronic Condition

Chronic Conditions	Engaged - 1+ Visit PMPY	Non-Engaged - 0 Visits PMPY	Deltas
Diabetes	$5,045	$11,373	-56%
Hypertension	$3,829	$7,142	-46%
Asthma	$6,806	$8,690	-22%
Metabolic Syndrome	$4,153	$3,970	5%
Depression	$8,593	$7,240	19%
CAD	$10,899	$3,553	207%
CHF	$204	$27,706	-99%
COPD	$1,514	$19,096	-92%
All Chronic Conditions	*$4,443*	*$6,742*	*-34%*

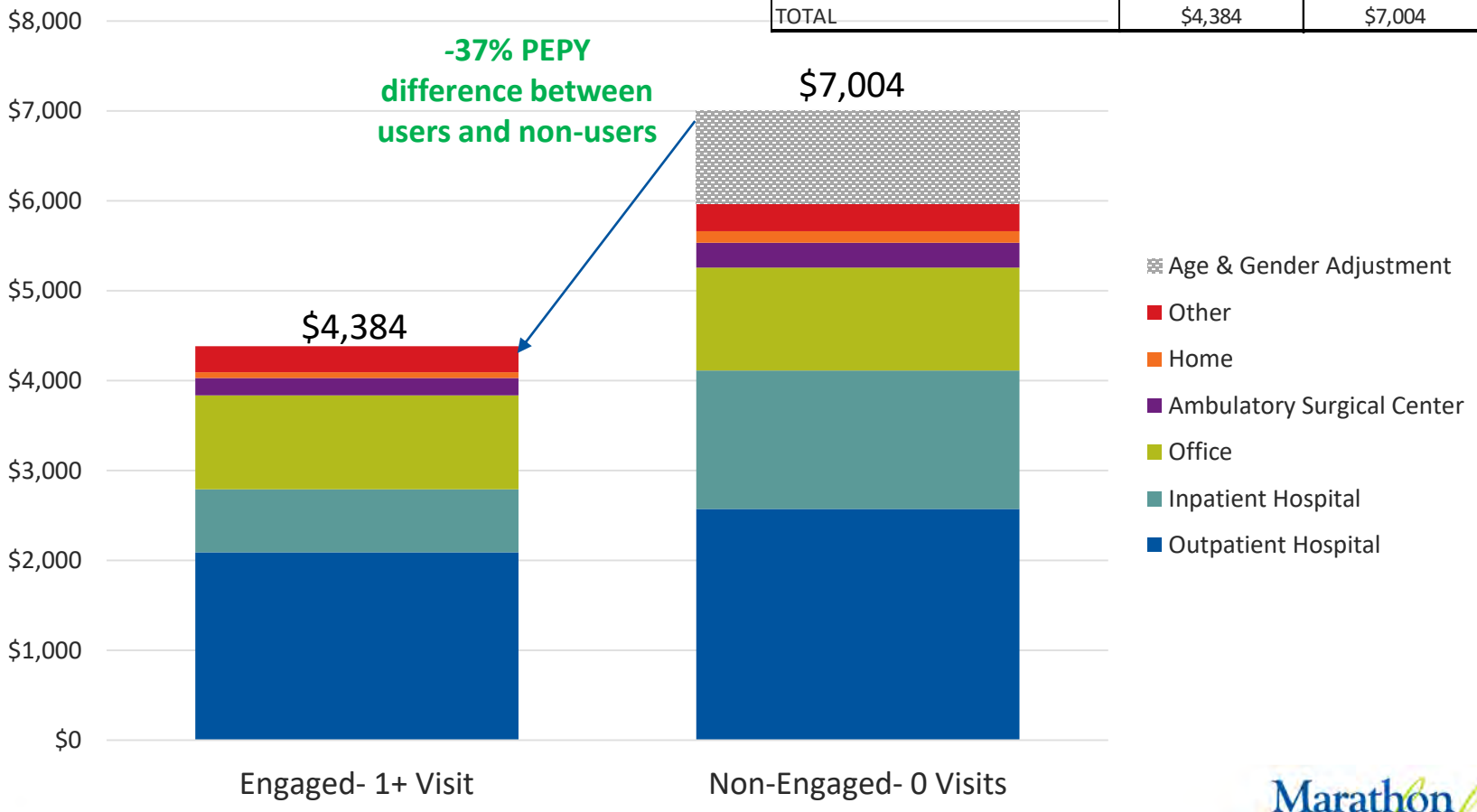


- *Employees with a chronic condition with 1+ visits in the last 18 months cost on average **$2,300 (34%)** less than chronic members who have not used the health center.*

PEPY Costs by Place of Service

Employees with a claim Oct 18'-Sept 19'

Plan Paid Per Membership with a Claim			
Place of Service	**Engaged- 1+ Visit**	**Non-Engaged- 0 Visits**	Plan Paid Deltas
Outpatient Hospital	$2,090	$2,574	-19%
Inpatient Hospital	$703	$1,539	-54%
Office	$1,046	$1,144	-9%
Ambulatory Surgical Center	$193	$278	-31%
Home	$65	$127	-49%
Other	$289	$307	-6%
Age & Gender Adjustment	N/A	$1,035	N/A
TOTAL	$4,384	$7,004	-37%



Patient Satisfaction

Patient Experience

99.3%

Patient Satisfaction

94% Very Satisfied 6% Satisfied

Patient Experience – In the patient's words

- That was **the best and professional medical office I have ever went to**, I love the place and the people, they were very courteous and friendly people, I will continue to come back here.
- The ladies are amazing. When you are sick and feeling crummy, it is always a relief to be able to get into the clinic and see them. This is **one of the county's best benefits**.
- They always ask how I'm doing and **make me feel important**. That goes a long way in my book because this is a crazy world we live in and these ladies just make me smile or laugh before I leave, someway somehow.
- The facility was inviting, from the front desk to the nurse on duty. **I was treated with respect** and she took the time to listen. She even enlightened me on things that I have never heard from my primary physician. I look forward to going back (although I don't being ill). The visit overall was AWESOME!!!!!!!!!!!!!
- I was very impressed with my visit. I normally go to my primary care physician for my annual physical. However, this year I decided to take advantage of the Employee Health Center. My exam was very thorough. The nurse practitioner was very knowledgeable, caring and **took her time** with my examination. She asked questions and did not make me feel rushed. (Please note I always feel rush when I go to primary care physician.) I am so appreciative of the service that I received today and will definitely make my yearly exams with Marathon Health. Thank you for your professionalism and for **making me feel so comfortable**. You ladies ROCK!!!
- I am always listened to even if I sound like a lunatic.
- The staff are always so welcoming and engaging. They know our family and take time to **make us feel at home.**

Marathon health For life.

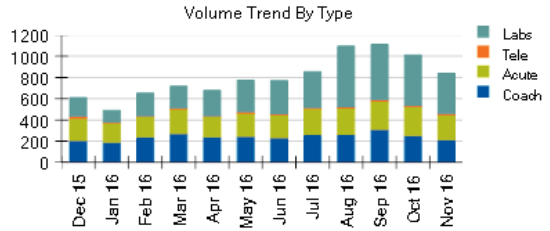
Analytics & Reporting

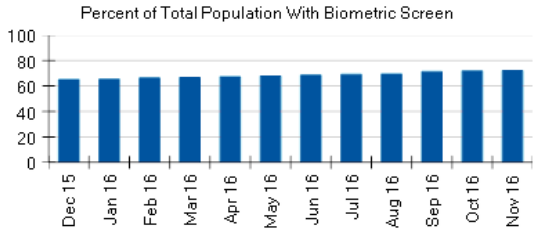
We measure results at every step of the population health journey and report to you monthly.

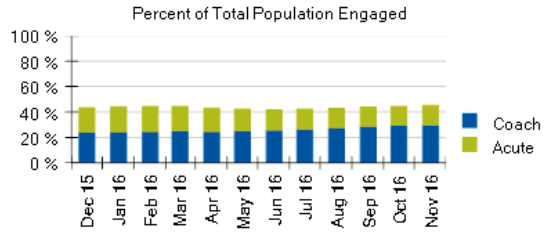
Marathon health For life.

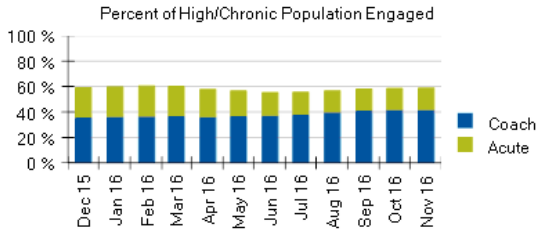
Analytics Track Value Proposition

ViaCom Activity and Trends Members: All Members
New York, NY
Time Frame: 11/1/2016 To 11/30/2016
Total Population: 3379 - Current High/Chronic Pop: 1639









Patients Making Progress Toward Normal Range			
Biometric Category	Inital Pts Outside of NR	Progress Toward NR	% of Inital
Body Mass Index (< 18.5, > 24.9)	1698	603	35.51%
Systolic Blood Pressure (> 120)	1013	479	47.29%
Diastolic Blood Pressure (> 80)	729	421	57.75%
Glucose (> 100)	428	138	32.24%
Total Cholesterol (> 200)	650	347	53.38%
LDL Cholesterol (> 129)	505	278	55.05%
HDL Cholesterol (< 40)	538	223	41.45%
Triglycerides (> 150)	521	276	52.98%
Unique Patients	2053	1282	62.45%

Encounter Volume, Type and Value

Encounters/Procedures and Savings from Redirected Care				
CPT Code	Description	Count	Fee Equivalent	Total Savings
S0630	Suture Removal	17	$42.00	$714.00
99490	Chronic Care Management 20-60 min	6	$50.00	$300.00
99442	Telephone Medical Ser			
99441	Telephone Medical Ser			
99403	Preventive Med Counse			
99402	Preventive Med Counse			
99401	Preventive Med Counse			
99396	History and Physical Exa			
99395	History and Physical Exa			
99393	History and Physical Exa			
99214	Office Visit, Est - Level 4			
99213	Office Visit, Est - Level 3			
99212	Office Visit, Est - Level 2			
99211	Office Visit, Est - Level 1			
99203	Office Visit, New - Level			
98968	Telephone Assess/Coun			
17003	Destruction Lesion, 2nd			
17000	Destruction Lesion, first			
10060	I & D Abscess, Simple			
Sub-Total Encounters and Procedur				
Unique Encounters				

Tests/Labs/Injections and Savings from Redirected Care				
CPT Code	Description	Count	Fee Equivalent	Total Savings
J7613	Albuterol	1	$3.00	$3.00
96372	Injection, IM or SC			
95117	Allergy 2 or more			
94640	Inhalation Therapy			
93000	EKG			
90746	Vaccine: Hepatitis B, Adult, IM			
90688	Vaccine: Influenza, Quadrivalent,			
90471	Injection, Vaccine, IM, SC, ID, PC			
87430	Rapid Strep			
83721	LDL Cholesterol			
83036	Hemoglobin a1c			
82947	Glucose			
81002	Urinalysis, Dipstick			
80061	Cholesterol(s)			
36416	Fingerstick (Capillary Blood Colle			
36415	Venipuncture			
Sub-Total Tests/Labs/Injections				

Patient Diagnoses - Top 20 (Current)		
ICD Code	Description	Total
Z13	Encounter for screening for other diseases and disorders	108
I10	Essential (primary) hypertensio	
Z00	Encntr for general exam w/o co	
Z01	Encntr for oth sp exam w/o com	
E29	Testicular dysfunction	
E03	Other hypothyroidism	
Z71	Persons encntr health serv for c	
E11	Type 2 diabetes mellitus	
E13	Other specified diabetes mellitu	
E78	Disorders of lipoprotein metabo	
Z23	Encounter for immunization	
E55	Vitamin D deficiency	
M25	Other joint disorder, not elsewh	
E66	Overweight and obesity	
J06	Acute upper resp infections of n	
J30	Vasomotor and allergic rhinitis	
E04	Other nontoxic goiter	
F32	Major depressive disorder, sing	
F41	Other anxiety disorders	
J45	Asthma	
	All Other	
	Total	

Prescriptions - Top 20 (Current)	
Medication	Total
lisinopril	20
hydrochlorothiazide	14
metformin	13
amlodipine	11
simvastatin	11
fluticasone	10
Ventolin HFA	9
methocarbamol	8
triamcinolone acetonide	7
omeprazole	7
ibuprofen	6
citalopram	6
bupropion HCl (smoking deter)	5
Nature-Throid	5
sulfamethoxazole-trimethoprim	5
Tessalon Perles	4
amoxicillin	4
atenolol	4
ketoconazole	4
levothyroxine	4
All Other	128
Total	285

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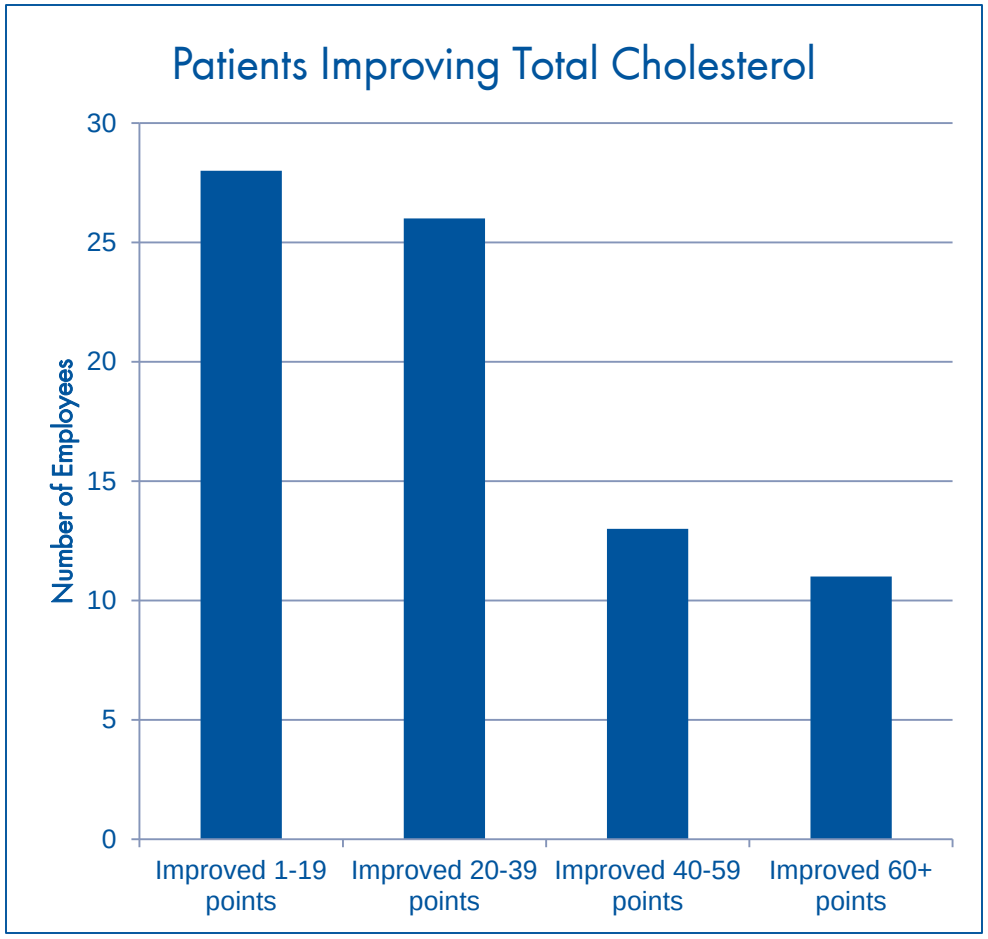
Progress on Key Risks – Detailed +/-



	Patients Improving Total Cholesterol	Percent
Improved 1-19 points	28	26%
Improved 20-39 points	26	24%
Improved 40-59 points	13	12%
Improved 60+ points	11	10%
Total Improved	78	72%
No change / re-screen	11	10%
TC increased	19	18%
Total at-risk	108	
Total Plus / Minus	-2400	
Average Plus / Minus	-22.22	**-10.23**

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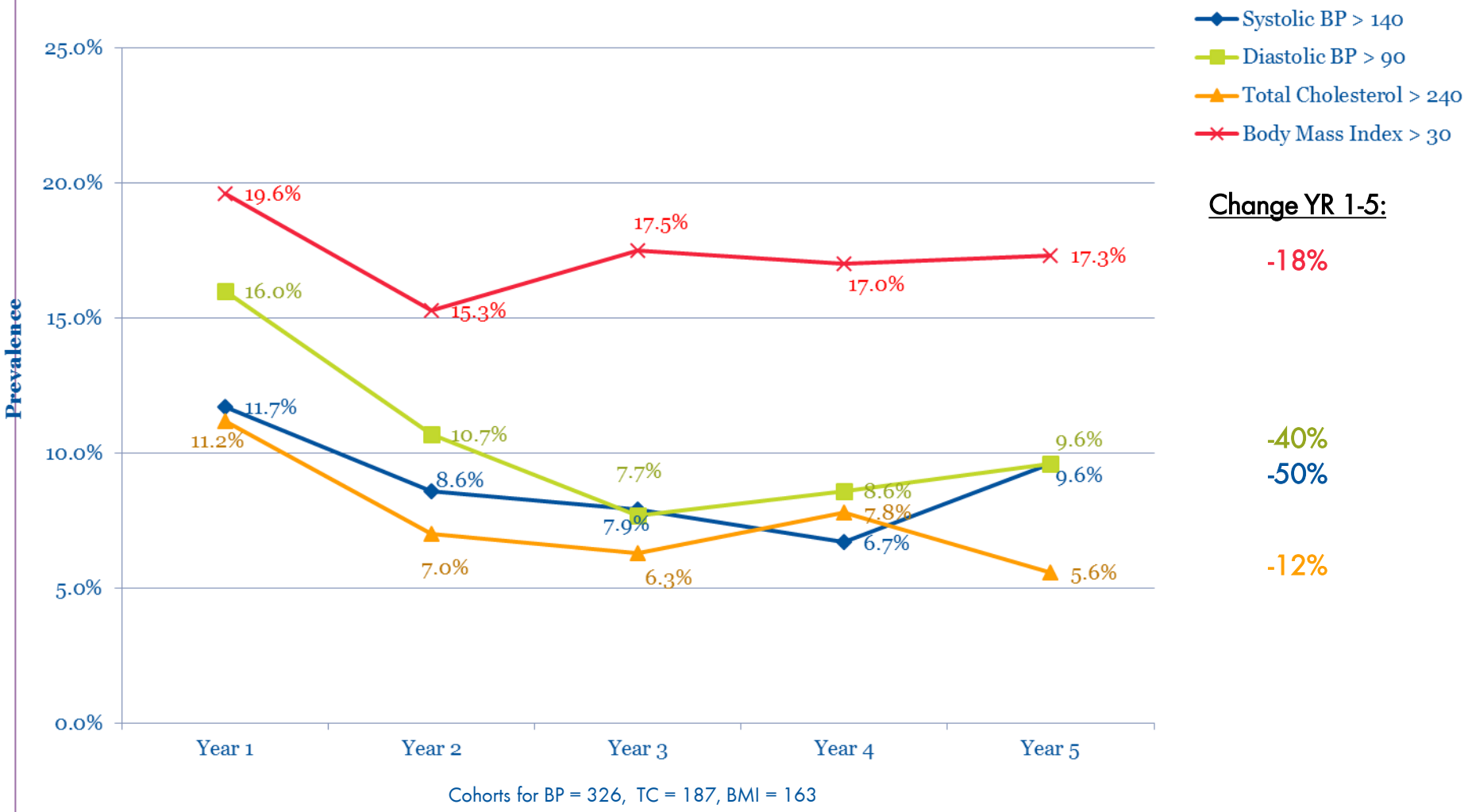
Analytics: Changes in Prevalence Rates Over Time

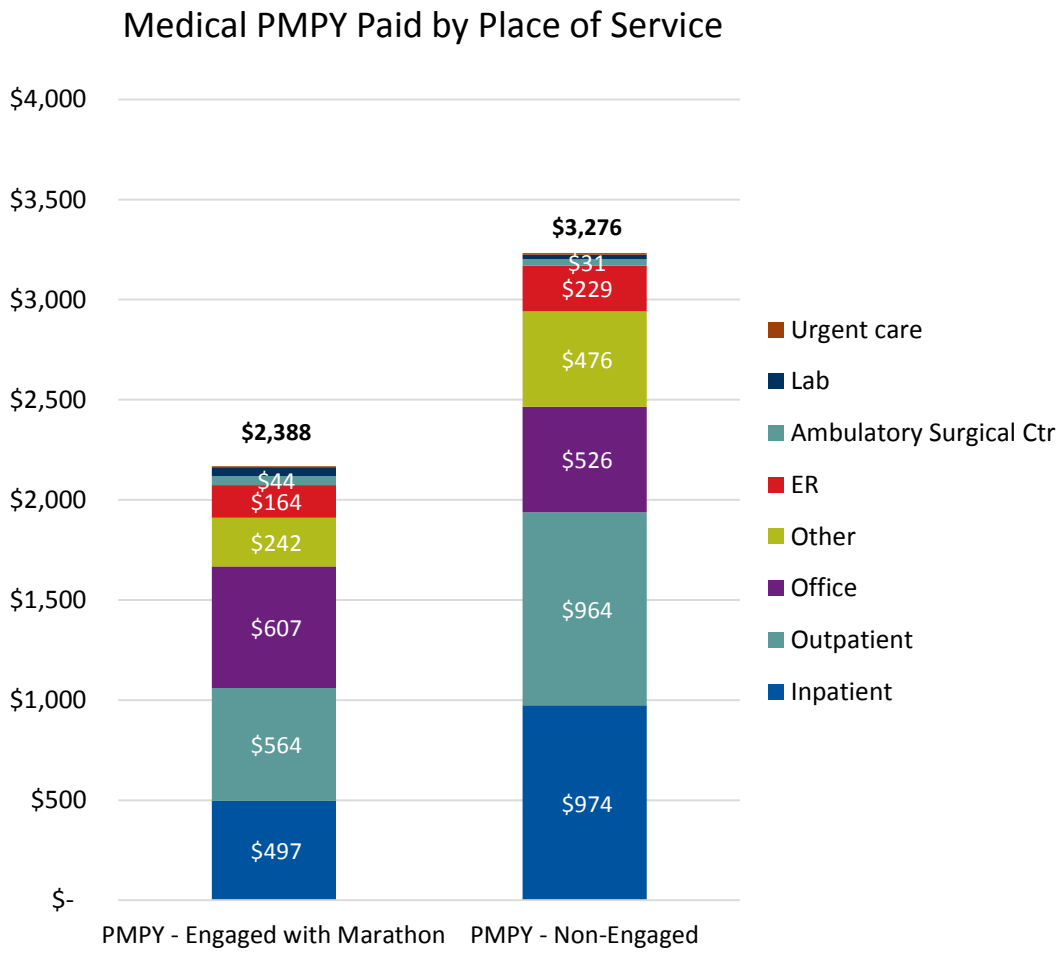
Matched Cohort Analysis



Cohorts for BP = 326, TC = 187, BMI = 163

Analytics: Engaged vs. Non-Engaged

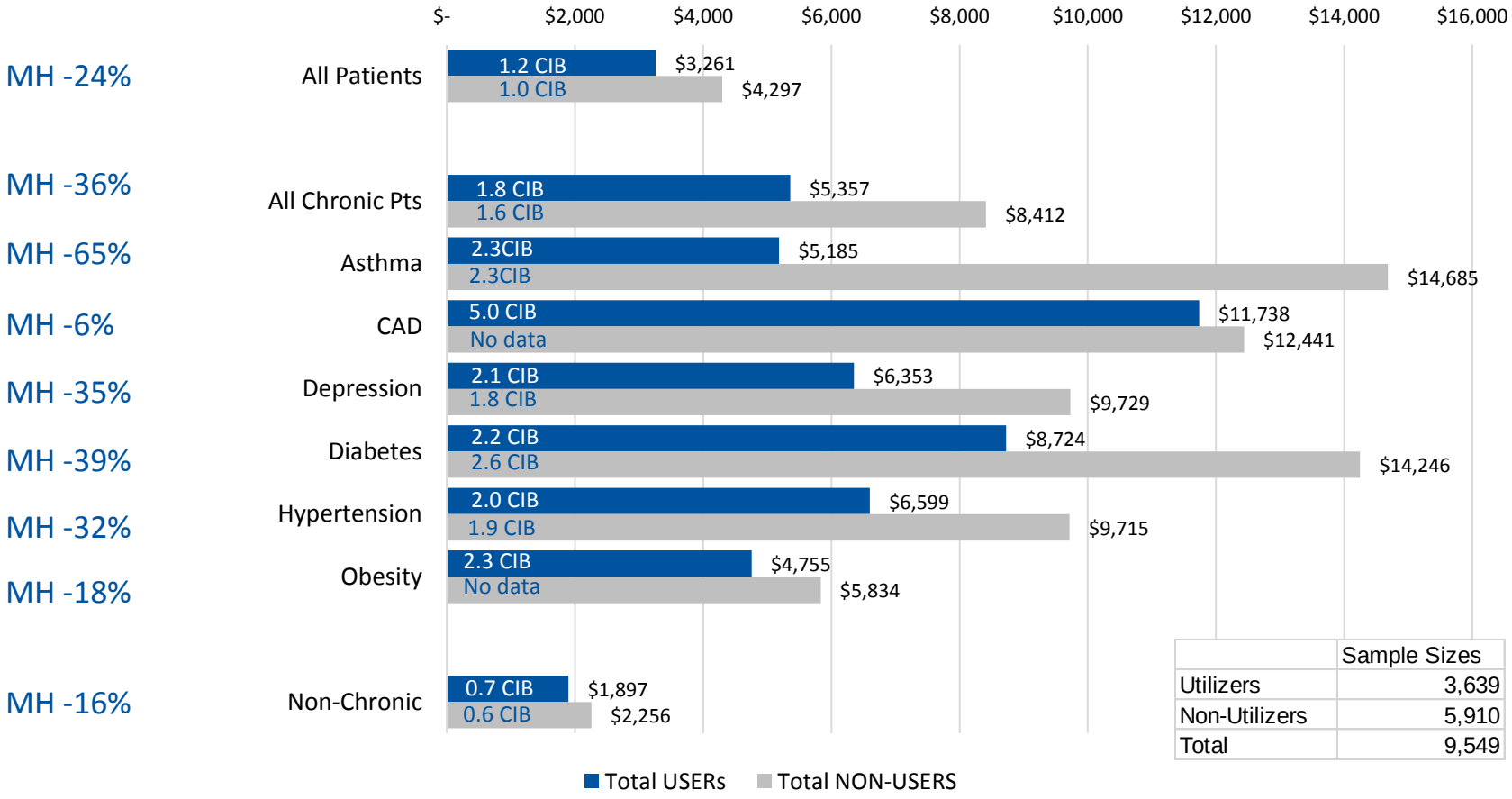
Place of Service



	Users vs. Non-Users Spend by Category
Inpatient	-49%
Outpatient	-42%
Office*	15%
Other	-49%
ER	-29%
Lab	98%
Urgent care	-29%
Total	**-27%**
*Office includes the estimated market value of health center visits	
Users N	3,781
Non-Users N	3,475
Users had higher average current illness scores than non-users	

Average Medical Paid by Chronic Condition

Users vs. non-users with current illness burden, most recent year available



	Sample Sizes
Utilizers	3,639
Non-Utilizers	5,910
Total	9,549

Patient Outcomes vs. Triple Aim Targets

Triple Aim Metrics Run on 7/14/2017

Customer:

Time Frame: 1/1/2016 Through 7/14/2017

Biometric Category	Will achieve the following results	Participants Outside Normal Range	Participants with Progress or Normal	% of Participants Successful	Target Year 1	Target Year 2	Target Year 3
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	467	303	64.88%	30.00%	35.00%	40.00%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	320	221	69.06%	30.00%	35.00%	40.00%
Glucose (> 100)	Reduce by 15% or below threshold	650	142	21.85%	10.00%	12.50%	15.00%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	615	131	21.30%	10.00%	12.50%	15.00%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	112	45	40.18%	10.00%	12.50%	15.00%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	545	144	26.42%	10.00%	12.50%	15.00%
Triglycerides (>= 200)	Reduce by 20% or below threshold	271	90	33.21%	10.00%	12.50%	15.00%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	1997	192	9.61%	3.00%	4.00%	5.00%
Smokers	Quit for at least 90 days	301	110	36.54%	3.00%	4.00%	5.00%
Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target Year 1**	**Target Year 2**	**Target Year 3**
Diabetics	Average Hemoglobin A1C < 7.5	371	192	51.75%	36.00%	45.00%	50.00%
Diabetics	Standard of Care (4 out of 5) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal at least once * Self Glucose Monitoring or A1c Exists	371	289	77.90%	75.00%	75.00%	75.00%
Asthmatics	Standard of Care (4 out of 5) * Annual Influenza * Pneumococcal at least once * Use of Inhaled Corticosteroids * Asthma Action Plan * Use of short acting bronchodilator	203	153	75.40%	75.00%	75.00%	75.00%

Onsite Dispensing Savings

Annualized based on data from January 1, 2017 - August 22, 2017

Therapeutic Class	Months Filled	Clinic Cost	Clinic Spend	Plan Cost*	Plan Spend	% Savings	ROI	Net Savings
ANALGESICS/PAIN/MUSCULOSKELETAL	4,286.53	$6.29	$ 26,962	$48.85	209,397	87%	8:1	$ 182,435
ASTHMA/ALLERGY/COUGH & COLD	12,783	$22.94	$ 293,241	$68.86	880,233	67%	3:1	$ 586,993
DEPRESSION/MENTAL DISORDERS	2,210	$3.58	$ 7,910	$135.74	299,929	97%	38:1	$ 292,018
DIABETES	2,347	$12.91	$ 30,305	$125.82	295,354	90%	10:1	$ 265,049
HBP/HEART DISEASE	3,210	$2.62	$ 8,410	$13.89	44,584	81%	5:1	$ 36,175
HIGH CHOLESTEROL	7,178	$3.46	$ 24,835	$35.70	256,248	90%	10:1	$ 231,413
INFECTIONS	19,600	$11.36	$ 222,660	$53.00	1,038,818	79%	5:1	$ 816,158
OTHERS	5,359	$8.67	$ 46,463	$50.59	271,116	83%	6:1	$ 224,653
SMOKING DETERRENTS	970	$107.44	$ 104,182	$221.65	214,929	52%	2:1	$ 110,747
THYROID AGENTS	1,639	$11.38	$ 18,647	$68.11	111,604	83%	6:1	$ 92,957
ULCER/HEARTBURN	3,872	$5.80	$ 22,460	$38.18	147,850	85%	7:1	$ 125,390
Total	63,457	$12.70	$ 805,909	$59.41	3,770,002	79%	4.7:1	$ 2,964,094

* Source: Express Scripts Drug Trend Review 2016

Data source: A-S Medications Analytics

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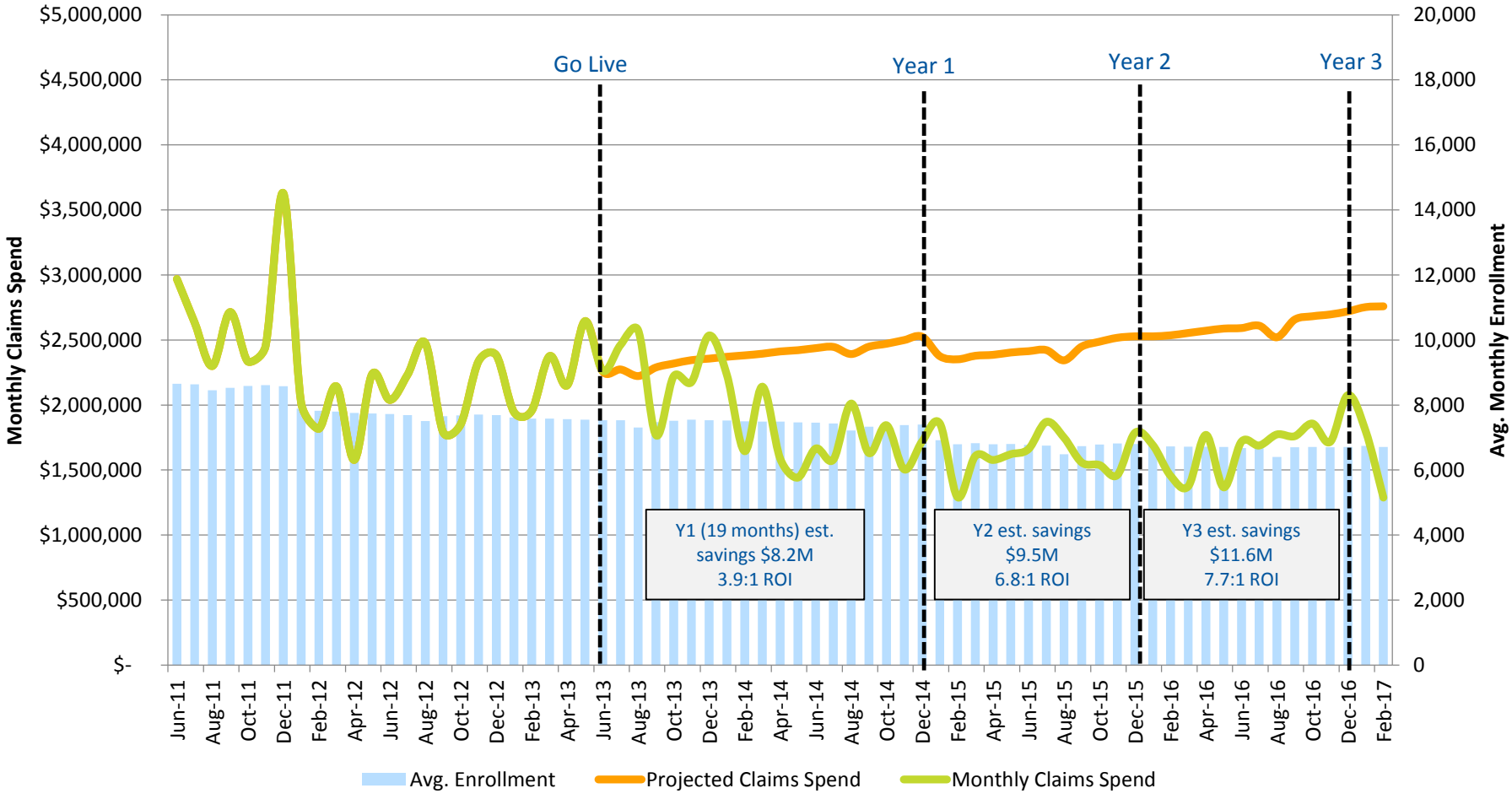
Three Year Cumulative Savings $26M

High Cost Claimants Removed



Cumulative savings since go live (through February 2017) $31.2M
Estimated net savings: $25.9M
ROI 6:1

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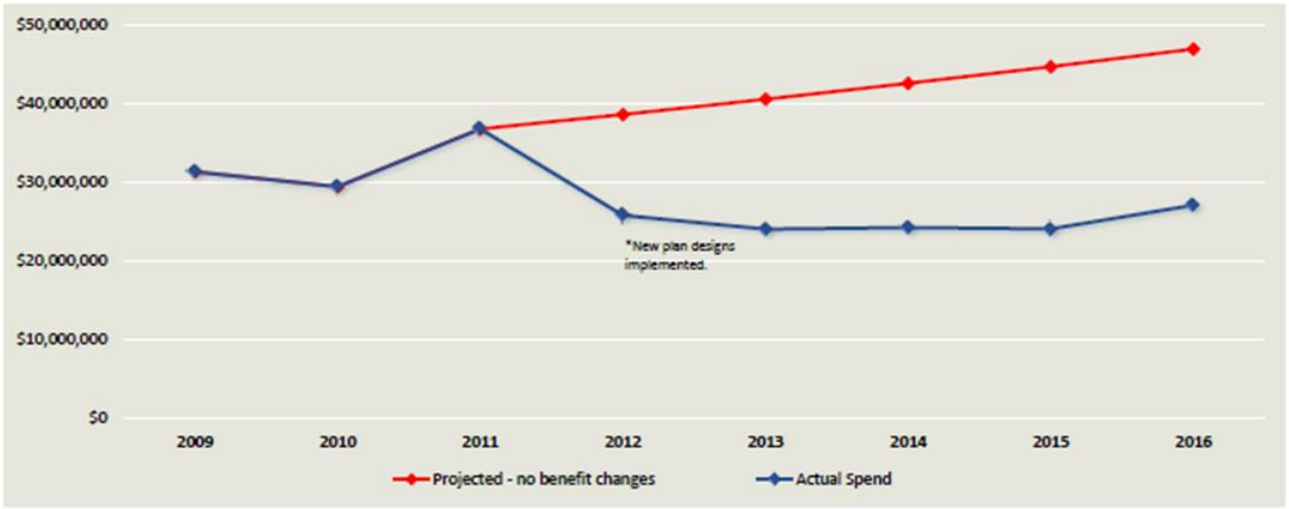
Medical and Rx Spending Pre and Post Plan Redesign and Health Center Implementation

Total Healthcare Spend Analysis



	2009	2010	2011	2012	2013	2014	2015	2016
Projected - no benefit changes				$38,588,078	$40,517,482	$42,543,356	$44,670,523	$46,904,050
Actual Spend	$31,324,013	$29,419,880	$36,750,550	$25,788,532	$24,027,486	$24,226,560	$24,062,972	$27,075,206
Percent Change	-	-6%	25%	-30%	-7%	1%	-1%	13%

Please Note:

1. 2012 - 2014 actual spend is reported on an incurred basis. 2015 and 2016 is reported on a paid basis.
2. 2012 - 2016 totals include fees & associated costs for Marathon & On-Site RX.
3. Projected spend - no benefit changes is trended at 5% based on national averages.
4. PPACA fees are not included in this analysis.

Case Study: Member Engagement

Escambia County School District: Engaging Teachers, Bus Drivers, Classroom Aids, and Administrators in their Health

Background

The Escambia County School District (ECSD) is made up of more than 50 schools covering 876 square miles in and around Pensacola, Florida. In 2013, ECSD decided to get ahead of the upward trending healthcare cost curve and open an onsite health center providing primary care and health coaching to its 7,578 employees plus their families. In 2017, health center services expanded to offer DOT physicals to employees. One sticking point was figuring out how to engage such a large population, spread out over a broad swath of land. Considering the geographical hurdles, engagement was expected to be challenging.

Enter Marathon Health

Recognizing the school district's varying geography and demographics, Marathon Health and ECSD partnered to set up a communications and incentives program to drive engagement at the health center.

Emails to millennials and mailed welcome packets to baby boomers kept the employee population informed and engaged. Participation rates grew thanks to adjusted incentives and health center information diplays on bulletin boards and in breakrooms.

Results

Using the communications strategy Marathon Health devised, Escambia County Public Schools has been able to engage more than 60% of their target population. The Marathon Health Population Health 2.0 model has produced tangible results in other areas as well:

Prevalence Rates

School District employees are improving their health. Last year...

...of employees with high health risks made progress toward normal range.

Employee Satisfaction

The most recent annual survey indicated that more than 99% of employees were satisfied or very satisfied with their Marathon Health experience, and said they would recommend the health center to their colleagues.

This comment sums up the Marathon Health mission:

I was so thankful that I was able to leave today with my prescriptions filled. In my initial visit for wellness several months ago, I was overwhelmed with the helpfulness, kindness, and knowledge of my provider.

(ECSD Employee Satisfaction Survey)

Savings

Since opening their health center in June 2014, the school district has seen a total net savings of $35.3 million, **a 6.5:1 return on investment**.

$35.3 million

A Winning Partnership

"Our healthcare spend trending rate is down 12 percent since opening the health center, which is unbelievable," said ECSD Risk Management Director Kevin Windham. "I attribute a good part of that to what we're doing with engagement."

Windham said the school district believes it has the best vendor partner it could have in Marathon Health.

"Our health center is a jewel of a facility and we have a superior clinical staff and account management," he said. "We use the health center as a recruitment and retention asset for us."

Marathon health® For life.

MyHealth Report

Marathon health©
For life.

My*Health* Report

***MyHealth* Report is all about you.** We offer this tool to help you understand your health, and to share ideas on what you can do to improve.

You can use this report to start a conversation with your provider about your health and health goals. In this report, you will see your overall Wellness Score and what you can do to maintain or improve the score.

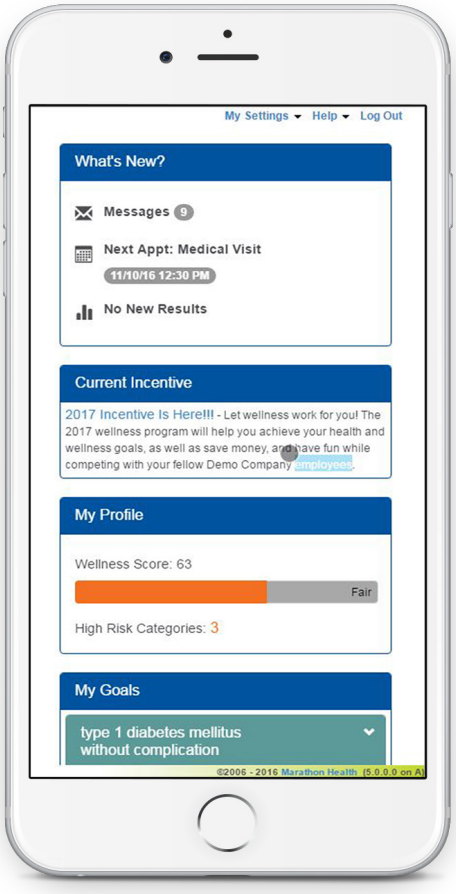
Take a moment to review your My*Health* Report. Got questions? We're here for you. Get in touch with us at your Marathon Health center to set up a personal health plan with your provider.

My Overall Wellness Score:

XX

Firstname Lastname

What does this number mean? We generate this number by reviewing the results of your biometric screening and the health risk assessment. To help you understand your health and overall Wellness Score, each biometric marker, health factor, and health choice receives an individual score. The results in your report will offer guidance to help you celebrate when you're right on target, and set goals for areas where you want to improve your health.



My*Health* Report is available on the Marathon eHealth Portal at: my.marathon-health.com

Health Data

Blood pressure, glucose, cholesterol, and body mass index (BMI) are important components of your health. These results can be improved or maintained through lifestyle choices around nutrition, exercise, and tobacco use.

Blood Pressure: XXX/XX (Systolic/Diastolic)

Wellness Score Points: X/10

Your heart pumps blood through your body using a network of arteries. Blood pressure measures the force your blood pushes out on the walls of your arteries.

Systolic			Diastolic		
119 or less	120-139	140 or more	79 or less	80-89	90 or more
Normal	Moderate Risk	High Risk	Normal	Moderate Risk	High Risk

What is the risk? Healthy blood pressure helps reduce the risk of heart attacks, kidney problems, and strokes. Unhealthy blood pressure is sneaky and can go unnoticed, but it makes your heart work too hard.

What can I do to improve or maintain?

- **Get moving!** 30 minutes of physical activity most days a week will help you lose weight and lower your blood pressure.
- **Cut back on alcohol.** No more than two drinks per day for men or one drink per day for women.
- **Reduce the amount of salt** you eat by eating fewer processed foods.

Body Mass Index (BMI): XX.X

Wellness Score Points: X/5

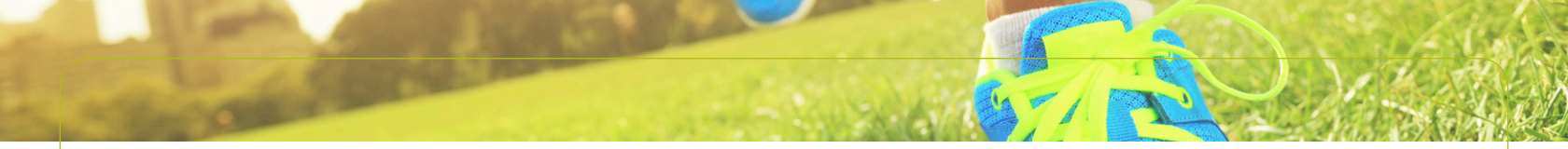
We all wear our weight differently, so BMI is a helpful measure to guide us to the ideal weight for our height.

18.4 or less	18.5 – 24.9	25 – 29.9	30 or more
Moderate Risk	Normal	Moderate Risk	High Risk

What is the risk? A high BMI can lead to heart disease, stroke, high blood pressure, Type II Diabetes, and sleep apnea. A low BMI might mean you're not eating enough nutrients for your body to be healthy, which can lead to anemia, heart problems, cavities, and osteoporosis. For women, it can also lead to menstrual issues.

What can I do to improve or maintain?

- **Go for a walking lunch.** Step away from your workstation, stretch your legs, and get moving. Exercise releases naturally occurring happy hormones called endorphins that increase your energy and can improve your mood.
- **Ditch the diet.** Rather than relying on the latest fad diet, combine exercise with healthy eating to build lean muscle to prevent your body from regaining lost weight.



Blood Glucose (Fasting): XXX

Wellness Score Points: X/8

Blood glucose is the sugar in your blood and comes from carbohydrate foods like bread, fruits, sweets, and dairy. While glucose gives your body energy to keep you moving, too much glucose can create problems.

99 or less	100 – 125	126 or more
Normal	Moderate Risk	High Risk

What is the risk? High blood glucose may mean you are pre-diabetic and can lead to eye, kidney, nerve, and blood vessel damage. Blood glucose numbers can go up and down, but if yours is elevated, it's best to monitor on a regular basis.

What can I do to improve or maintain? Avoid processed sugars in unhealthy carbohydrates like cookies, crackers, candies, and cola. Drink water; not juice, soda, or other sugary beverages.

Cholesterol: XXX, XXX, XXX (Total, HDL, LDL)

Wellness Score Points: X/10

Cholesterol is a type of fat that lives in your blood. Your body makes all the cholesterol it needs, but you also get cholesterol from the food you eat. Finding the right balance is important.

There are two types of cholesterol: HDL ('happy') and LDL ('lousy'). You want to maintain a healthy balance with more HDL and less LDL.

Total Cholesterol

199 or less	200 – 239	240 or more
Normal	Moderate Risk	High Risk

HDL: Men

40 or more	39 or less
Normal	High Risk

HDL: Women

50 or more	49 or less
Normal	High Risk

LDL

99 or less	100 – 189	190 or more
Normal	Moderate Risk	High Risk

What is the risk? Your heart is the workhorse of the body, but high cholesterol can harden your arteries forcing your heart to work even harder. High cholesterol increases your possibility of coronary artery disease, heart attacks, heart disease, and stroke. Your risk increases if you also have high blood pressure and diabetes.

What can I do to improve or maintain?

- **Get moving!** Exercise 30 minutes a day, five times a week.
- **Eat healthy fat.** Just like cholesterol, there are good and bad types of fat. Healthy fat comes from avocados, nuts, seeds, olive oil, canola oil, nut butters, and fatty fish like salmon.
- **Cut back on saturated fats** (fats that are solid at room temperature such as cheese and butter) and trans fat which is often found in processed foods such as cookies, chips, and crackers.

Health Factors

The daily activities that fill your days at home and work influence your overall health. Let's take a look at the big ticket items that affect your overall Wellness Score.

Stress

Wellness Score Points: X/8

Large transitions like a job change, marriage, childbirth, the end of a relationship, or the death of a loved one can be stressful. Treat stress seriously – even smaller, less obvious daily stressors are important to recognize.

Stress can cause headaches, upset stomach, back pain, sleeping problems, irritability, a weakened immune system, and can damage your relationships.

What can I do to improve or maintain?

- **Meditate.** Before you walk into work or go to bed, take time to slow down and be mindful. Apps like Headspace, Calm, Meditate, and others can help guide you through a few minutes of relaxing meditation.
- **Get a hobby.** Research shows hobbies help people manage their stress and decrease their risk of having a heart attack.
- **Exercise.** Walking for just 10 minutes a day can make a difference.
- **Breathing and stretching exercises** can greatly reduce stress.

Eating Habits

Wellness Score Points: X/8

As the saying goes: you are what you eat. Fatty, processed foods and sugars make us tired, heavy, and unhappy. Enjoy healthy eating with a balanced diet while tracking the foods you eat and drink.

What can I do to improve or maintain?

- **Take small steps.** Avoid processed foods by preparing your own meals, eating slowly, and stopping when you become full.
- **Don't go it alone.** We're here for you. Talk with your Marathon Health provider or health coach to develop a personal wellness plan focused on achievable healthy eating goals.
- **Eat more fruits and vegetables.**

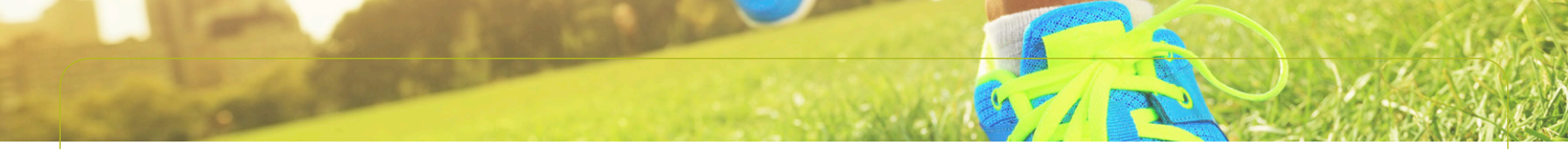
Sleep

Wellness Score Points: X/5

Experts recommend seven to eight hours of sleep to allow our bodies to rest, recharge, and recuperate. Poor sleep can affect your physical and emotional health, damage your personal relationships, and impair your ability to function in daily life.

What can I do to improve or maintain?

- **Don't watch TV** or use your phone in your bedroom or within an hour of going to bed.
- **Develop a calming pre-bed ritual.** Your body will learn your new routine and fall asleep more easily.



Smoking and Tobacco Use

Wellness Score Points: X/10

There's no way to sugarcoat it: tobacco is terrible for your health. Smoking is the top cause of cancer in the U.S. and you're not reducing your risk with smokeless tobacco. It can cause mouth sores, tooth loss, gum disease, and eventually mouth cancer.

What can I do to improve or maintain?

- **Meet with your Marathon Health provider** or health coach to help you develop a plan to take the first step toward a tobacco-free future.
- **Use all available resources**. Smartphone apps, counseling, and materials like nicotine gum, lozenges, and patches can help you kick your tobacco addiction. These approaches can improve the likelihood that you will be successful.

Alcohol Use

Wellness Score Points: X/8

Heavy and frequent drinking (five or more drinks per day) will damage your liver, brain, and other internal organs. Excessive drinking can threaten your mental health, and cause problems at work and in your relationships.

What can I do to improve or maintain?

- **If you are concerned** that you may have an alcohol problem, keep alcohol out of your home and avoid social events where alcohol is served.
- **Speak up.** Connect with your Marathon Health center for a list of local treatment and support options.

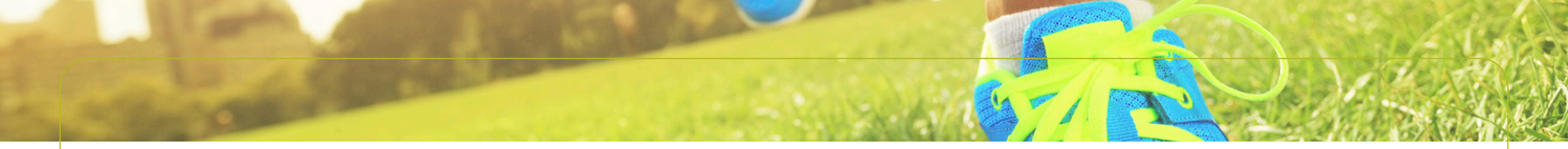
Exercise

Wellness Score Points: X/8

It's important to exercise frequently, even for small amounts of time. Being active can help you stay healthy, control your weight, and get the most out of life. No matter what your age or condition, there is a type of exercise that's right for you.

What can I do to improve or maintain?

- **Use your commute** to do some extra walking. Park several blocks away, or get off the bus a few stops early.
- **Take the stairs** instead of the elevator, at least for a few floors.
- **Suggest holding walking meetings** with colleagues inside or outside your work place.
- **Try to exercise** 30 minutes most days of the week. Start slow and begin a regular exercise routine.



Perception of Health

Wellness Score Points: X/3

It's important to check-in and assess your health from time to time – both physically and emotionally. Consider how you recognize health in your life and what feels healthy to you.

What can I do to improve or maintain?

- How you **connect to your friends, family, and community** is important because it's often a reflection of how you see yourself.
- **Become aware of your moods** and feelings and how they may impact your overall health.
- **Find healthy activities** you enjoy. Whether you're fishing, hiking, gardening, or playing basketball, healthy activities that keep you moving and engaged benefit your well-being.

Life Satisfaction

Wellness Score Points: X/2

How you feel about your life and your role at home and in the workplace can change from day-to-day and month-to-month. It's important to identify areas that cause stress or worry to ensure you're living your healthiest life.

What can I do to improve or maintain?

- **Explore mindfulness techniques** and meditation to clear your mind of worry, anxiety, and negativity. Apps like Headspace, Calm, Meditate, and others are a great place to start to take the first steps toward mindfulness.

Health Choices

These daily behaviors affect your overall health and are avoidable with increased awareness and personal responsibility.

Seat Belt Use

Wellness Score Points: X/4

Driving accidents are one of the leading causes of death in the U.S. Wearing a built-in seat belt reduces the likelihood an accident will result in fatal injury by 45 percent.

Driving Under the Influence

Wellness Score Points: X/2

29 percent of traffic-related deaths involve alcohol consumption. Drunk driving can incur legal penalties as severe as license suspension and imprisonment. Avoid driving drunk by having a designated driver or with apps like Uber and Lyft providing affordable transportation even in some rural areas.

Sunscreen

Wellness Score Points: X/2

Protecting your skin from prolonged exposure to the sun can decrease your chances of developing skin cancer, the most common form of cancer. 30+ SPF broad spectrum sunscreen provides better protection. Apply sunscreen 15-30 minutes before going in the sun and reapply every few hours, especially if you're sweating or swimming.

Safe Sex

Wellness Score Points: X/2

Sexually transmitted infections (STIs) can spread through any form of unprotected sexual contact. The only form of protection that can be effective against the spread of STIs is the use of barrier methods such as condoms or dental dams for oral sex, which are recommended if you don't have a monogamous, regular partner.

Not all STIs immediately show recognizable symptoms, so it is possible to spread them without being aware that you have them. It is a good idea for sexually active adults to get tested for STIs on a frequent basis. It is also good to have a frank conversation with any new partner about their sexual history and whether they may be at risk for carrying an STI.

Job Satisfaction

Wellness Score Points: X/6

Low job satisfaction can arise from many factors including poor communication, lack of external motivation, or uncomfortable working conditions. This can lead to increased stress and decreased productivity. One good way to address decreased job satisfaction is to meet with your boss or manager and discuss any problems you might have as well as any questions about your role that have been nagging at you.

Engagement

Marathon Health

COMMUNICATIONS AND ENGAGEMENT

Marathon health®
For life.

Marathon Health

COMMUNICATIONS

Engagement is the first step in helping patients create health. At Marathon Health, our services are designed to engage patients at every interaction – from the first service announcement and greeting for an appointment to the follow-up appointment and new ways to think about health. Our communication materials and tools support our mission to engage people in their own health. In this guide, you will see the communication and engagement strategy, tactics, and timeline for getting people actively involved in their healthcare journey. The success of the health center depends upon a well-crafted engagement strategy. The result of this strategy will help patients understand and change their health behaviors, help them make better healthcare decisions, and ultimately save employers money. Our engagement and communication services are included in our fixed monthly fee.

70%

Patient engagement of target population

HELPING PATIENTS CREATE HEALTH

A successful launch of a worksite health program begins with a strategic and well-timed communication strategy. We begin by working with your organization to understand your culture and communication preferences. Next, we create an engagement plan that reflects this understanding and compliments the communication methods and processes used by your organization. Together, we create a communication strategy that **lays the foundation for the success of your employee health programs.**

An onsite/near-site health center is an important benefit offering.
It is imperative that the launch of your health center is timely and professional to reflect the level of care your members will receive from Marathon Health. Below is a list of best practices we have identified:

- **Branding:** To get ahead of patient confidentiality concerns, materials created to promote the health center should be in the Marathon Health brand. We will co-brand with your logo and health center information to include address, phone, and hours of operation when appropriate.
- **Corporate communications:** Include your corporate or internal communications team early so we can understand the messaging, tactics, and timing that work for your organization.
- **Regular meetings:** Have regularly scheduled meetings with the Marathon Health communications team to address feedback and plan ongoing promotions.
- **Wellness champions:** Find influencers to jumpstart your health center. They can be a formal wellness committee or informal employees that act as leaders to get messaging out to their peers.
- **Listen:** Solicit feedback about the new benefit and address concerns early.

This guide provides an overview of the communication programs available to you from Marathon Health.

CUSTOMIZED COMMUNICATION PLAN

Communication and Culture Audit: By conducting an audit, we will learn about your benefit structure, incentives, demographics, communication preferences, and key messages of your organization. Through this discovery process, you can help us understand what resonates with your employees, and how best to spread the word. We ask you to share any survey data you may have as well as examples of previous benefit communications.

Communication Plan: Using what we learned in the audit, we will create a custom communication plan to promote the health center in ways that will be meaningful to your organization.

Welcome Video

Services Mailer

eHealth Portal Mailer

Health Center Magnet

Services Flyer

Site Posters

SAMPLE LAUNCH TIMELINE

4 months out
Communication and culture audit
Develop communications plan

3 months out
Executive announcement
Coming soon poster

2 months out
Services flyer

6 weeks out
Weekly countdown
slides for digital TVs

3 weeks out

Meet the staff with bios and photos of clinical team

3 weeks later

Services home mailer

Go-Live Date

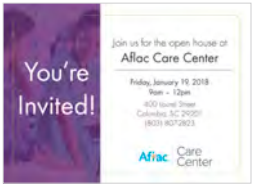
Launch Patient Experience Survey

1 week out

eHealth Portal home mailer with wallet card

2 weeks later

Open house postcard and email



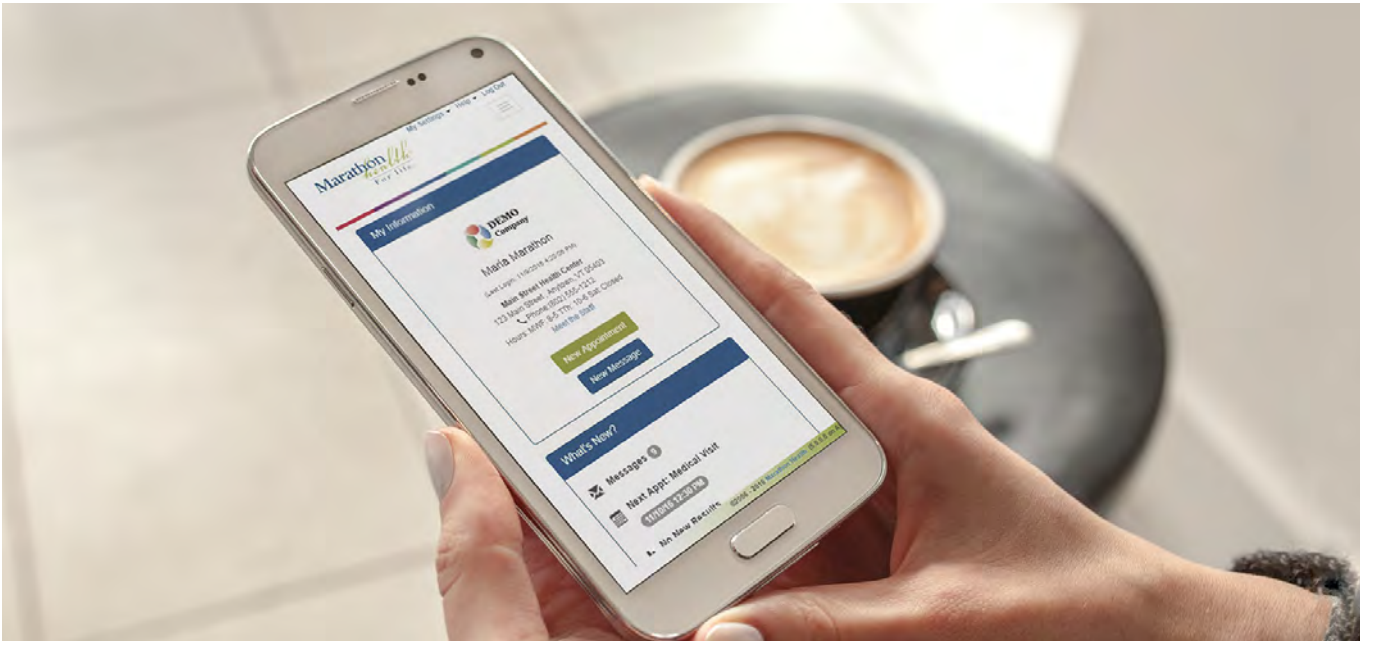
Ongoing heath engagement campaign including clinical team outreach, communications, and onsite education programs.

ONGOING SUPPORT

The communication support you receive doesn't end once the doors to your health center are open. You will continue to work with your account manager and communications specialist to design an ongoing communication program to fit your needs based on the risk factors of the population, communication preferences, and employee interest. This plan will be reviewed on monthly calls and modified as needed.

We take a multimedia approach as we continue to engage members in their healthcare journey:

- **Outreach:** individual, personalized outreach from the clinical team to at-risk patients inviting them in to visit the health center
- **Health Promotion and Education Catalog:** featuring over 80 lunch and learns programs, 10 weekly challenges, many group support programs, online workshops, and more
- **Marathon eHealth Portal:** the eHealth Portal is available for patients to schedule appointments, review test results, email with their provider team, and learn more about their health
- **Incentive Support:** implement incentive programs tailored to your population and provide materials to support completion of the program
- **Benefit Plan Design:** working with your benefit consultants, share best practices on medical benefits and incentive plans



- **Text and email appointment reminders:** when logging into the Marathon eHealth Portal, members can select their preferred communication method for appointment reminders
- **Participation in department meetings and open enrollment/new hire meetings:** our clinical team will join these meetings upon request to talk about Marathon Health services
- **Education events:** our clinical team will set up in a central location with education materials
- **Healthy Like Me:** learn directly from patients how Marathon Health has helped them get healthy. Members can share their story with Marathon Health for a chance to win $250

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For more information about our engagement and communication programs, please contact:
info@marathon-health.com | 802.857.0400

5.17.2019

Marathon Health Patient Experience Survey (PES)

Start of Block: Satisfaction (Virtual)

Q10.1 How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymous feedback, use our Comment Box at http://comment.marathon-health.com.)

- Very satisfied (5)
- Satisfied (4)
- Neutral (3)
- Dissatisfied (2)
- Very dissatisfied (1)

End of Block: Satisfaction (Virtual)

Start of Block: Comment Block (Virtual)

Display This Question:

If How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Satisfied

Or How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Very satisfied

Q11.1 Thanks! What went well with your encounter?

Display This Question:

If How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Very dissatisfied

Or How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Dissatisfied

Q11.2 We're sorry you weren't satisfied. Please tell us why.(Please do not include personal health information. Your privacy is important to us. You can opt to be contacted to discuss your concerns in more detail.)

_____

_____

_____

_____

_____

End of Block: Comment Block (Virtual)

Start of Block: Question Block (Virtual)

Display This Question:

If How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Dissatisfied

Or How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Very dissatisfied

Q12.1 We care about your experience. A representative from Marathon Health may be contacting you to follow up.

- ○ It's OK to contact me. (1)
- ○ Please DO NOT contact me. (2)

Display This Question:

If PID Is Empty

Q12.2 Your name:

_____

Display This Question:

If PID Is Empty

Q12.3 What's the best way to reach you?

- ☐ Phone (with area code): (1) _____
- ☐ Email: (2) _____
- ☐ Text (with area code): (3) _____

Q12.4 Please tell us a bit more about your experience.

X→

Q12.5 I felt comfortable using the virtual care service.

- ○ Strongly agree (5)
- ○ Agree (4)
- ○ Neutral (3)
- ○ Disagree (2)
- ○ Strongly disagree (1)

X→

Q12.6 The virtual encounter adequately addressed my needs.

- ○ Strongly agree (5)
- ○ Agree (4)
- ○ Neutral (3)
- ○ Disagree (2)
- ○ Strongly disagree (1)

Q12.7 We're committed to providing an excellent healthcare experience. Please let us know if you have any suggestions that would improve your experience.

_____

_____

_____

_____

_____

Page Break

End of Block: Question Block (Virtual)

Start of Block: NPS (Virtual)

Q12.8 If the virtual care service were not available, where would you have gone for this visit?

- [ ] Primary care provider (PCP) (1)
- [ ] Retail clinic (for example, a pharmacy) (2)
- [ ] Specialist (3)
- [ ] Telemedicine or nurse hotline (4)
- [ ] Urgent care (5)
- [ ] Emergency room (ER) (8)
- [ ] A Marathon Health Clinic (9)
- [ ] EAP/Counseling (10)
- [ ] I would not have gotten care (6)
- [ ] Other (please specify) (7) _____

Q13.1 How likely are you to recommend our virtual care offering to a friend or co-worker?

- 0 (0)
- 1 (1)
- 2 (2)
- 3 (3)
- 4 (4)
- 5 (5)
- 6 (6)
- 7 (7)
- 8 (8)
- 9 (9)
- 10 (10)

Display This Question:

If If How likely are you to recommend our virtual care offering to a friend or co-worker? Is Promoter Is True

Q13.2 We love to share good experiences to promote this offering to other eligible members. May we use your comments (without your name or any identifying information)?

- Yes (1)
- No (2)

End of Block: NPS (Virtual)

Start of Block: Satisfaction Block

Q1.1 How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer to provide anonymous feedback, use our Comment Box at http://comment.marathon-health.com.)

- Very satisfied (5)
- Satisfied (4)
- Neutral (3)
- Dissatisfied (2)
- Very dissatisfied (1)

End of Block: Satisfaction Block

Start of Block: Rockford/Ortho Location

Display This Question:

If CNAME = Rockford

Or CNAME = OrthoIllinois

Q53 Which Marathon health center did you visit?

- City of Rockford Wellness Center (1)
- HealthWorks Employee Wellness Center (2)

End of Block: Rockford/Ortho Location

Start of Block: Comment Block

Display This Question:

If How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very satisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Satisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Neutral

Q2.1 Thanks! What went well with your visit?

_____

_____

_____

_____

_____

Display This Question:

If How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Dissatisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very dissatisfied

Q2.2 We're sorry you weren't satisfied. Please tell us why. (**Please do not include details about your illness or conditions**. Your privacy is important to us. You can opt to be contacted to discuss your concerns in more detail.)

_____

_____

_____

_____

_____

End of Block: Comment Block

Start of Block: Questions Block

Display This Question:

If How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Dissatisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very dissatisfied

Q3.1 We care about your experience. A representative from Marathon Health may be contacting you to follow up.

- ○ It's OK to contact me. (1)
- ○ Please DO NOT contact me. (2)

Display This Question:

If PID Is Empty

And We care about your experience. A representative from Marathon Health may be contacting you to fol... = It's OK to contact me.

Q3.2 Your name:

_____

Display This Question:

If PID Is Empty

And We care about your experience. A representative from Marathon Health may be contacting you to fol... = It's OK to contact me.

Q3.3 What's the best way to reach you?

☐ Phone (with area code): (1) _____

☐ Email: (2) _____

☐ Text (with area code): (3) _____

Q3.4 Please tell us a bit more about your experience.

Q3.5 I felt welcome during the check-in process.

- Strongly agree (5)
- Agree (4)
- Neutral (3)
- Disagree (2)
- Strongly disagree (1)

Display This Question:

If CNAME != Briggs & Stratton

And If

ATYPEID != Orientation (30 minutes)

And ATYPEID != Fitness Assessment/Consult (30 minutes)

And ATYPEID != Personal Training (30 minutes)

Q3.6 The provider showed care and compassion.

- Strongly agree (5)
- Agree (4)
- Neutral (3)
- Disagree (2)
- Strongly disagree (1)

Display This Question:

If CNAME != Briggs & Stratton

And If

ATYPEID != Orientation (30 minutes)

And ATYPEID != Fitness Assessment/Consult (30 minutes)

And ATYPEID != Personal Training (30 minutes)

Q3.7 The provider adequately addressed my needs.

- Strongly agree (5)
- Agree (4)
- Neutral (3)
- Disagree (2)
- Strongly disagree (1)

Q3.8 We're committed to providing an excellent healthcare experience. Please let us know if you have any suggestions that would improve your experience.

_____

_____

_____

_____

_____

Page Break

Display This Question:

If CNAME != Briggs & Stratton

And If

ATYPEID != Orientation (30 minutes)

And ATYPEID != Fitness Assessment/Consult (30 minutes)

And ATYPEID != Personal Training (30 minutes)

Q3.9 If the health center (or Marathon Health services) were not available, where would you have gone for this visit?

- ☐ Primary care provider (PCP) (1)
- ☐ Retail clinic (for example, a pharmacy) (2)
- ☐ Specialist (3)
- ☐ Telemedicine or nurse hotline (4)
- ☐ Urgent care (5)
- ☐ Emergency room (ER) (8)
- ☐ I would not have gotten care (6)
- ☐ Other (please specify) (7) _____

End of Block: Questions Block

Start of Block: Appointment availability

Q4.1 I was able to get an appointment within two days.

- ○ Strongly agree (1)
- ○ Agree (2)
- ○ Neutral (3)
- ○ Disagree (4)
- ○ Strongly disagree (5)

Q4.2 How did you schedule your appointment?

- ☐ By phone (1)
- ☐ Online (in patient portal) (2)
- ☐ On my phone (through the Marathon Health app) (8)
- ☐ In person (3)
- ☐ Walk-in (no appointment) (4)
- ☐ Other (please specify) (5) _____

Display This Question:

If How did you schedule your appointment? = By phone

Q4.3 How satisfied were you with the process of scheduling an appointment by phone?

- Very satisfied (1)
- Satisfied (2)
- Neutral (3)
- Dissatisfied (4)
- Very dissatisfied (5)

Display This Question:

If How did you schedule your appointment? = Online (in patient portal)

Q4.4 How satisfied were you with the process of scheduling an appointment online?

- Very satisfied (1)
- Satisfied (2)
- Neutral (3)
- Dissatisfied (4)
- Very dissatisfied (5)

Display This Question:

If How did you schedule your appointment? = On my phone (through the Marathon Health app)

Q57 How satisfied were you with the process of scheduling an appointment in the Marathon Health app?

- Very satisfied (1)
- Satisfied (2)
- Neutral (3)
- Dissatisfied (4)
- Very dissatisfied (5)

Q4.5 How could we make it easier for you to schedule an appointment?

- Comment: (4) _____
- Don't know (5)

End of Block: Appointment availability

Start of Block: Briggs & Stratton Custom Questions

Q7.1 The trainer took time to understand my personal goals and needs.

- Strongly Agree (1)
- Agree (2)
- Neutral (3)
- Disagree (4)
- Strongly Disagree (5)

Q7.2 The trainer is professional and knowledgeable.

- Strongly Agree (1)
- Agree (2)
- Neutral (3)
- Disagree (4)
- Strongly Disagree (5)

Q7.3 The trainer is helping me meet my health goals.

- Strongly Agree (1)
- Agree (2)
- Neutral (3)
- Disagree (4)
- Strongly Disagree (5)

End of Block: Briggs & Stratton Custom Questions

Start of Block: How did you hear

Q5.1 Was this your first visit to the health center?

- Yes (1)
- No, I've been before (2)

Display This Question:

If Was this your first visit to the health center? = Yes

Q5.2 How did you hear about the health center? (Check any that apply.)

- [ ] New hire orientation (1)
- [ ] Benefit information (2)
- [ ] Incentive program (9)
- [ ] Staff meeting or manager (3)
- [ ] Poster or flier at work (4)
- [ ] Special event (e.g. mass screenings) (8)
- [ ] Home mailing (5)
- [ ] Someone told me about it (6)
- [ ] Referral (from where?): (10) _____
- [ ] Other (please specify): (7) _____

Q5.3 What's the best way to let other eligible members know about the health center?

- [ ] Comment: (4) _____
- [ ] Don't know (5)

End of Block: How did you hear

Start of Block: NPS Block

Q8.1 How likely are you to recommend ${e://Field/HealthCenterLabel} to a friend or co-worker?

- 0 (0)
- 1 (1)
- 2 (2)
- 3 (3)
- 4 (4)
- 5 (5)
- 6 (6)
- 7 (7)
- 8 (8)
- 9 (9)
- 10 (10)

End of Block: NPS Block

Start of Block: Share Block

Display This Question:

If If How likely are you to recommend ${e://Field/HealthCenterLabel} to a friend or co-worker? Is Promoter Is True

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very satisfied

Q9.1 We love to share good experiences to promote Marathon Health services to other eligible members. May we use your comments (without your name or any identifying information)?

- Yes (1)
- No (2)

End of Block: Share Block

2019 Annual Customer Survey

* Marathon Health is always striving to provide more value to its customers. Thank you for your feedback! We will use it to serve you better.

Name:

Company (required):

What is your overall impression of Marathon Health, based on your experience? What are our strengths and opportunities for improvement?

How likely are you to recommend Marathon Health to a friend or colleague at another organization?
10=Extremely likely 5=Neutral 1=Not at all likely

10	9	8	7	6	5	4	3	2	1
○	○	○	○	○	○	○	○	○	○

If you answered less than a 10, how can we make you more of a raving fan?

2019 Annual Customer Survey

Rate our service

The following 14 questions ask you to reflect on particular areas of our partnership. Your thoughtful responses are very important to us. We welcome your comments in the text box at the end of this section.

	Strongly agree	Agree	Neutral	Disagree or strongly disagree	N/A
Marathon Health understands my organization and accommodates our unique needs.	○	○	○	○	○
Marathon Health and my organization are well-aligned in terms of goals and values.	○	○	○	○	○
Senior leaders at my organization are convinced of the value of the employee wellness program.	○	○	○	○	○
My Account Manager is responsive and adept at solving problems, communicating, and providing strategic direction.	○	○	○	○	○
Marathon Health is engaging members of my organization with a focus on wellness.	○	○	○	○	○
The clinical team provides high-quality care.	○	○	○	○	○
The clinical team takes an active role in ensuring the success of the program.	○	○	○	○	○
The reports I receive give me the information I need about how the program is working.	○	○	○	○	○

	Strongly agree	Agree	Neutral	Disagree or strongly disagree	N/A
The eHealth Portal is effective and beneficial to the members of my organization.	○	○	○	○	○
Communication materials including mailings, posters, and program promotions help drive utilization of Marathon Health's services.	○	○	○	○	○
Health promotion and education programs (e.g. lunch & learns) are interesting and beneficial to the members of my organization.	○	○	○	○	○
Marathon Health technology capabilities are meeting the needs of my organization.	○	○	○	○	○
Marathon Health monthly invoices are clear and the billing/payment process is convenient.	○	○	○	○	○
The IT team is responsive and knowledgeable, and provides timely and high quality customer service related to file exchanges, center infrastructure, etc.	○	○	○	○	○

Please feel free to explain any of your answers or tell us how we can serve you better.

2019 Annual Customer Survey

Almost done!

Marathon Health has six core values that guide our interaction with customers, patients, and one another. We strive to exemplify a healthy lifestyle. Please rate the frequency with which you see our employees (clinicians, account managers, executives, etc.) demonstrate these values.

	Always	Regularly	Occasionally	Never	No basis to judge
Integrity	◯	◯	◯	◯	◯
Compassion	◯	◯	◯	◯	◯
Respect	◯	◯	◯	◯	◯
Exceptional Service	◯	◯	◯	◯	◯
Teamwork	◯	◯	◯	◯	◯
Living the mission (i.e. modeling healthy behavior)	◯	◯	◯	◯	◯

Any specific examples or further comments on core values?

What remains your biggest challenge with regard to the well-being of your organization?

Marathon Health Questionnaire

Personal Information

Name: (First) _____ (M) _____ (Last) _____

Date: _____ Email: _____

Best number to reach you: _____ ☐ Home ☐ Work ☐ Cell (mobile)

Do you have a primary care provider? ☐ No ☐ Yes, name: _____ Ph _____

I. Personal/Demographics

1. Date of Birth: _____ (mm/dd/yyyy)

2. Sex:

- ☐ Female
- ☐ Male
- ☐ Other

II. General Health

1. In general, I describe my health as:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Fair
- ☐ Poor

2. In general, are you satisfied with your life?

- ☐ Yes
- ☐ No
- ☐ Partly

3. What is the current level of stress in your personal life (social, family, financial, health, etc.):

- ☐ Low
- ☐ Medium
- ☐ High

4. What is the current level of stress in your work life (includes volunteer and work in the home):

- ☐ Low
- ☐ Medium
- ☐ High

5. During the past year, has stress impacted your health or wellbeing (for example, frequent illnesses, physical pain, not enough sleep, etc.)?

- ☐ No impact on my health
- ☐ Hardly any impact on my health
- ☐ Some impact on my health
- ☐ A lot of impact on my health

6. Do you feel that you cope well with stress?

- ☐ Yes, most of the time
- ☐ Yes, some of the time
- ☐ No, rarely cope well with stress

7. Select all that apply regarding your sleep:

- ☐ I have a hard time falling asleep or staying asleep
- ☐ I have restless sleep
- ☐ I have a tendency to easily doze off or fall asleep during the day
- ☐ I have been told or know that I snore
- ☐ I have no issues with my sleep

8. How many hours of sleep do you get on average each night?

- ☐ 7 hours or more
- ☐ 6 hours
- ☐ 5 hours or less

Marathon health® For life.

III. Employment

1. Current employment status:

- ☐ I am employed or volunteer outside of the home
- ☐ I have no regular paid or volunteer work
- ☐ I am retired

2. Are you satisfied with your current job?

- ☐ Yes
- ☐ No
- ☐ Partly
- ☐ Not employed outside of the household

3. During the past 3 months, have you had trouble concentrating or doing your best at work because of stressors or personal reasons in your life?

- ☐ Not at all
- ☐ Sometimes
- ☐ A lot/frequently
- ☐ Not employed outside of the household

4. In the last year, how many days have you missed from work or regular activity due to illness?

- ☐ None or not applicable
- ☐ 1 to 2 days
- ☐ 3 to 4 days
- ☐ 5 or more days

IV. Medical Health History

1. Select any health conditions you have ever been diagnosed with by a healthcare provider.

- ☐ Sleep apnea
- ☐ Asthma
- ☐ Chronic bronchitis
- ☐ Chronic obstructive pulmonary disease (COPD)
- ☐ Hypertension (high bood pressure)
- ☐ Stroke
- ☐ Heart attack
- ☐ Heart failure
- ☐ Angina
- ☐ Coronary artery disease/heart disease
- ☐ Acid reflux/heartburn (GERD)
- ☐ Colon polyps
- ☐ Diabetes (type 1 or type 2)
- ☐ High cholesterol
- ☐ Rheumatoid arthritis
- ☐ Osteoarthritis
- ☐ Depressive disorder (major depression, bipolar disorder, or dysthymia)
- ☐ No known medical issues

V. Medications & Allergies

1. Are you taking any prescription medications?

☐ Yes ☐ No

2. Are you taking any over-the-counter medications?

☐ Yes ☐ No

3. Are you allergic to any medications?

☐ Yes ☐ No

VI. Eating Habits and Nutrition

1. What is the average number of fast food meals that you eat per week?

- ☐ 4 or more times a week
- ☐ 2 to 3 times a week
- ☐ Once a week or less/none

2. On average, how many servings of fruits and vegetables do you eat each day (one serving is 1 cup fresh, 1/2 cup cooked, or 1 medium size fruit)?

- ☐ 6 or more servings
- ☐ 4 to 5 servings
- ☐ 2 to 3 servings
- ☐ 1 serving or less/none

3. On average, how many 8 oz. glasses (1 cup) of water do you drink each day?

- ☐ 6 or more
- ☐ 3 to 5
- ☐ 1 to 2
- ☐ None

4. On average, how many soda and sugary beverages (8-12 oz. per serving) do you drink each day?

- ☐ 5 or more
- ☐ 2 to 4
- ☐ One or none

VII. Exercise and Physical Activity

1. In a typical week, how often do you participate in MODERATE activities (causes small increases in breathing or heart rate) for AT LEAST 30 minutes such as brisk walking, bicycling at a regular pace, or gardening?

- ☐ 1 - 2 days
- ☐ 3 days
- ☐ 4 - 5 days
- ☐ 6 - 7 days
- ☐ I don't typically do any moderate exercise

2. In a typical week, how often do you participate in VIGOROUS activities (causes large increases in breahting or heart rate) for AT LEAST 20 minutes such as running, cross country skiing, aerobics, fast bicycling, or heavy lifting?

- ☐ 1 - 2 days
- ☐ 3 days
- ☐ 4 - 5 days
- ☐ 6 - 7 days
- ☐ I don't typically do any vigorous exercise

VIII. Substance Use

Tobacco Use:

1. Have you ever used tobacco products or e-cigarettes?

- ☐ Yes ☐ No

2. Do you currently smoke tobacco (cigarettes, cigars, pipes, light cigarettes)?

- ☐ Yes
- ☐ Yes, but only under certain circumstances like social occasions
- ☐ No

3. If you currently or have smoked in the past, on average, how many cigarettes, cigars, etc. per day?

_____

4. If you currently or have smoked in the past, for how many years? _____

5. If you have smoked tobacco products, how long has it been since you quit smoking?

- ☐ Not applicable
- ☐ Less than 6 months
- ☐ 6 months to 11 months
- ☐ 12 months to 23 months
- ☐ 2 to 14 years
- ☐ 15 or more years

6. Do you currently use smokeless tobacco (such as e-cigarettes, chewing tobacco, snuff)?

- ☐ Yes ☐ No

7. If you have used smokeless tobacco, how long has it been since you quit using smokeless tobacco (such as e-cigarettes, chewing tobacco, snuff)?

- ☐ Not applicable
- ☐ Less than 6 months
- ☐ 6 months to 11 months
- ☐ 12 months to 23 months
- ☐ 2 to 14 years
- ☐ 15 or more years

Alcohol Use - in the Past Year

8. How often do you have a drink containing alcohol?

- ☐ Never
- ☐ Monthly or less
- ☐ 2 to 4 times a month
- ☐ 2 to 3 times a week
- ☐ 4 or more times a week

9. How many drinks containing alcohol do you have on a typical day when you are drinking?

- ☐ 1 or 2
- ☐ 3 or 4
- ☐ 5 or 6
- ☐ 7, 8, or 9
- ☐ 10 or more

10. How often do you have 6 or more drinks containing alcohol on one occasion?

- ☐ Never
- ☐ Less than once a month
- ☐ Monthly
- ☐ Weekly
- ☐ Daily

11. General thoughts about alcohol. Select all that apply:

- ☐ Have felt I should cut back on my drinking
- ☐ Have been annoyed when people criticize my drinking
- ☐ Have felt guilty about my drinking
- ☐ Have used alcohol first thing in the morning to steady my nerves or get rid of a hangover (eye-opener)
- ☐ None of these apply to me

IX. Safety and Exposures

1. How often do you wear a seatbelt in a motor vehicle?

- ☐ Always
- ☐ Sometimes
- ☐ Rarely or never

2. In the past 6 months, how often have you operated a vehicle under the influence of drugs or alcohol?

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Frequently

3. In the past 6 months, how often did you ride with a driver who was under the influence of drugs or alcohol?

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Frequently

4. How often do you protect your skin from sun exposure when outside? (For example, sunscreen with a SPF 15 or higher and/or protective clothing)

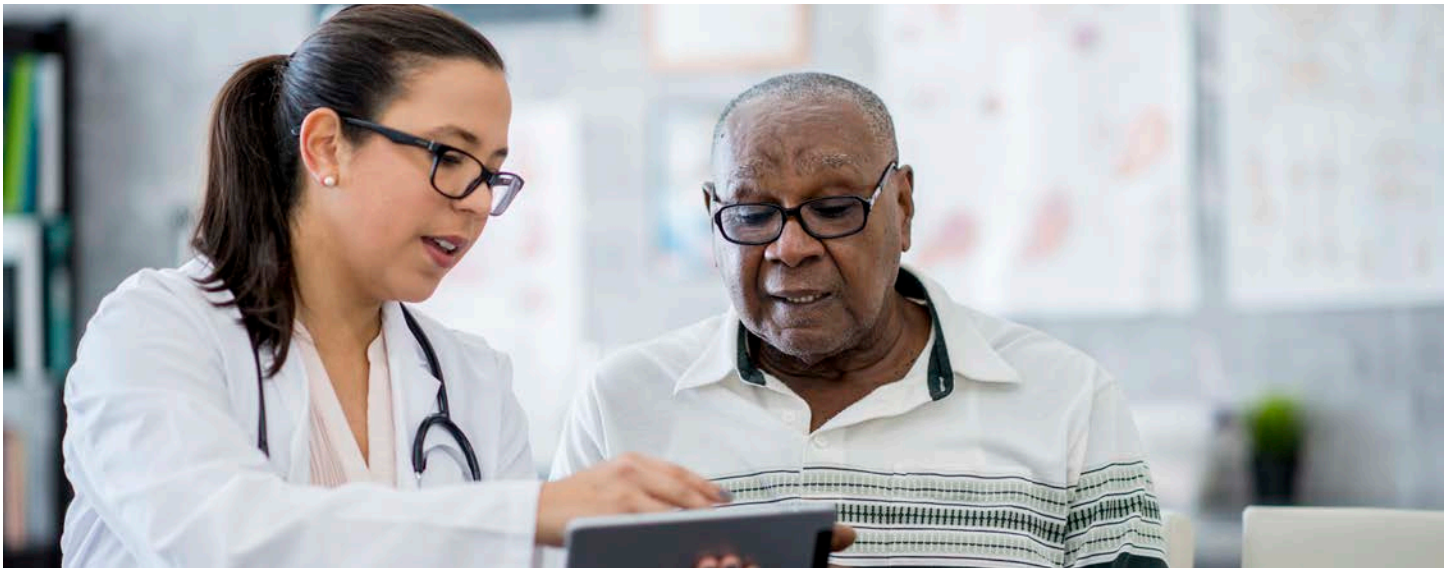
- ☐ All of the time
- ☐ Most of the time
- ☐ Some of the time
- ☐ Rarely or never

5. Do you use safe sexual practices to prevent unintended pregnancies and sexually transmitted infections? (If you are not sexually active or have one monogamous partner, then answer "not applicable")

- ☐ Always
- ☐ Sometimes
- ☐ Rarely or never
- ☐ Not applicable

Health Promotion and Education Catalog

Marathon health®
For life.



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Getting Started

As an organization partnering with Marathon Health, you know personal health is a priority. Employees spend at least one third of their day at the worksite, which provides us an excellent opportunity to promote healthy living. These programs show your members how to stay healthy, and motivate them to take an active role in their health.

A toolkit is provided to the Marathon Health Clinical Team, which includes:

- Powerpoint presentation with notes for the speaker
- Customizable 8.5" x 11" flyer to promote program (electronic version)
- If applicable, handouts for the presentation
- Employee evaluation

Teaching materials and promotional items are customized for other programs we provide, including group programs and weekly challenges.

Participating Client Responsibilities

Our clients are responsible for reserving the room (determine a date and time with the clinical team and account manager) and promoting the program. Marathon Health will provide you with a customizable flyer that can be printed and posted onsite as well as emailed to your population. For education programs, pre-registration is not required but encouraged as we have found it increases attendance. We also recommend promoting the program at least two weeks in advance through multiple channels.

Increasing Participation

Participation can vary from program to program. Below are a few examples of ways to increase participation:

- Provide healthy food, snacks and beverages
- Offer a raffle prize to participants
- Offer a small trinket to participants
- Lead by example – have leadership participate and share experiences
- Allow employees to attend/participate on work time

If you would like to further discuss how to increase participation at your events, please work with your account manager.

Available Offerings

All of the offerings listed on the following pages are available to you, organized by risk factor/topic. At the end of this document, we have included a description you can use to further understand the topic and promote the event at your organization. If there is a topic your organization would like to offer but is not listed, please work with your account manager and we can determine the next steps.

Programs by Risk Factor/Topic

About Marathon Health

These sessions will help patients understand the benefits of having Marathon Health working with their company.

- Introduction to Health Apps – Exercise and Nutrition
- Learning the Marathon eHealth Portal
- Tell a Friend
- Tour the Marathon eHealth Portal
- Wellness Rewards Challenge
- What is Health Coaching?

Cancer

Being diagnosed with cancer can be scary and overwhelming. These sessions provide clear direction, awareness, and education by providing next steps after diagnosis.

- Breast Cancer Prevention
- Cancer Awareness and Prevention
- Skin Cancer Awareness and Prevention

Cardiovascular

The following sessions explore cardiovascular health – including high blood pressure, screening, and cardiovascular disease. Participants will learn about their conditions and heart health.

- All About Cholesterol
- Blood Pressure Screening Checks
- Cardiovascular Disease
- Getting a Grip on High Blood Pressure
- Heart Failure
- Heart Health
- High Blood Pressure
- High Cholesterol
- Know Your Numbers
- Spring into Heart Health

Chronic Conditions

Chronic conditions range from allergies to metabolic syndrome. These sessions help inform you of what you or someone you know is going through and how to manage a diagnosis.

- Allergies
- Arthritis Awareness
- Asthma Awareness
- Bless You – Reduce Your Risk for Allergies
- COPD
- Feeling the Burn? GERD Awareness
- Headaches
- Heartburn
- More than Just a Headache (Migraines)
- Osteoporosis
- S.P.A.R.K. Total Health Program
- Tension Headaches
- X Factor – Metabolic Syndrome

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
Education Session (45 – 60 min) · 10 Minute Meeting Presentation · eHealth Portal Workshop
Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

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Diabetes

Diabetes is an important topic to cover because without learning how to live with this condition, it can lead to more health problems like heart disease and end-stage renal disease. Finding out how to take care of yourself or someone you know with diabetes can help prolong life.

- Diabetes Prevention Program (DPP)
- Diabetes Self-Management Education (DSME)
- Diabetes (Type II)
- Stick a Fork in Diabetes

Financial Wellbeing

Finances are a common source of stress in individuals today, and can often be hard to manage. Learn how to get financially fit and stay that way with the following sessions.

- Get Financially Fit
- Financial Wellness

Family Matters

Your family's health is vital because the people you spend your time with impact your personal wellbeing. These sessions cover different aspects of having a healthy family life.

- Healthy Family Program
- Healthy Relationships
- Kids Health Program – Healthy Eating and Physical Activity
- The Bond between Baby and You

Healthy Aging

As we age, our bodies and health endure many changes. Learn about the different impacts aging has on males and females and how to best care for aging people in your life.

- Advanced Directives
- Alzheimer's Awareness
- Arthritis Awareness
- Caring for Aging Relatives
- Healthy Aging
- Men's Health
- Preventative Health – Female
- Preventative Health – Male
- Seasons of Life – Women's Edition: Menopause
- Senior Health
- Women's Health

Healthy Bodies

Physical activity is a big contributor to overall health, but are you exercising efficiently and effectively? These sessions cover different ways to make sure you are getting the right amount and type of activity you need. Physical health is important to keep your body functioning and able to perform.

- Drop-In Walking Program
- Exercise
- Fit Exercise into Your Life
- Fitness at Any Age
- Fitness Fallacies
- Getting the Most Out of Your Workout
- Intro to Strength Training
- Ready, Set, Go Physical Activity Portal Challenge
- Step Portal Challenge
- Sports Injuries and Prevention
- Things I Wish I Knew Before My First Race

Healthy Eating

Eating healthy not only keeps our weight in check, but also fuels our bodies with the proper nutrients and energy to be able to function. These sessions cover different things to consider while trying to eat the healthiest you can and how to avoid unhealthy dieting.

- All About Gluten
- Carbohydrate Counting 101
- Cooking Program
- FAD Diets
- Food Labels and Calories
- Functional Foods
- Grocery Store Tours
- Healthy Cooking 101
- Healthy Eating with a Busy Schedule
- Healthy Meal Planning
- Hydration Portal Challenge
- Mindful Eating **NEW - FEBRUARY 2020**
- Nutrients and Serving Sizes
- Plant Based Diets
- Portion Control and Healthy Substitutions
- Rate My Plate Mini-Series
- Rethink Your Drink
- Serving Sizes
- Smart and Healthy Grocery Shopping
- Sodium Content of Food
- The Building Blocks of Protein
- What Healthy Eating Means to Me

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Healthy You

Your health and wellness go hand in hand. Learn how to be your healthiest self through these sessions that cover topics from goal setting to preparing for a medical appointment.

- 10 Tips for Today
- 15 Healthy Habits
- Are You Ready? (Emergency Preparedness)
- Complete Wellness Program
- Finding Hobbies
- Getting Your Best Nights Sleep **NEW**
- Healthy Habits
- Living a Greener Life
- Medication Management
- Passport to Health and Wellness
- Personal Goal Setting
- Plan for Health
- Preparing for Your Medical Appointment
- Preserving the Power of Antibiotics
- Roadmap to Wellness
- Self-Care
- Sleep
- Sleep Hygiene Portal Challenge
- Taking Charge of Your Health
- Well You

Mental Health

Mental health is important because it impacts so many other parts of your life, and isn't as visible as a physical condition. The following sessions shine a light on the meaning of mindfulness and how to keep your mental state healthy.

- Alcohol Abuse and Addiction
- Anxiety
- Are You Stressed?
- Being Mindful in a Busy World
- Building Resiliency – Stress Management
- Depression
- De-stress When You are Maxed Out **NEW - SEPT 2020**
- Drug Abuse
- Healthy Mind – Individual Coaching Program **NEW - DECEMBER 2020**
- Intro to Mindfulness
- Mental Fitness
- Shining Light on Hidden Conditions
- Unplug to Re-Charge **NEW - JUNE 2020**

Obesity

Obesity is a rising epidemic in the US, and can lead to multiple health problems. These sessions explore how to control your weight, learn portion sizes, and understand what you are putting into your body.

- Achieving a Healthy Weight
- Healthy Snacking
- Keeping Your HEC in Check (Hunger, Energy, Cravings)
- Kids Healthy Body – Individual Coaching Program **NEW**
- Meal Planning
- Maintain, Don't Gain Portal Challenge
- Portion Control, Part 2
- The Not So Sweet Side of Sugar
- The Winning at Losing Portal Challenge
- Weigh to Go

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Seasonal

Holidays and changing seasons can make it hard to navigate healthy eating and exercise. Learn how to live your happiest and healthiest throughout the whole year in the following sessions.

- Healthy BBQ
- Healthy Holiday Eating
- Healthy Holidays
- Holiday Stress
- Lyme Disease
- Maintaining a Healthy Weight During the Holidays
- Summer Fun in the Sun (Summer Safety)

Tobacco Cessation Programs

Want to quit but don't know how? Learn how to stop smoking today with the following sessions.

- Tobacco Cessation
- Tobacco Cessation Group Program

Workplace Health

Staying healthy in the workplace is key to keeping a productive and comfortable environment.

- Beat the Common Cold
- Elevator Campaign
- Healthy Eating on the Go
- Ladder to Health NEW
- More than Just a Sweat – Preventing Heat Related Injury in the Workplace
- My Aching Back (Back Health)
- School's Out NEW
- Serve and Protect
- Strength Training from Home or the Workplace
- Shoo the Flu – Flu Awareness
- Time Management
- Walking Around the Office/Campus/School
- Wellness in the Workplace
- What's In Your Lunchbox?
- Work Smarter, Not Harder

Mini Workshop (30 min) | Table Activity/Event | One-on-One Coaching Program | Weekly Program
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Program Descriptions

10 Tips for Today
Live your life well! The world is a busy place where people face a lot of challenges. Learn 10 easy tips that you can do today to help you live a better life, including taking time for yourself and celebrating successes.

15 Healthy Habits
Learn 15 simple habits that lead to a healthier life. You may be surprised at how many you are already doing. Areas include good nutrition, physical activity, and overall wellbeing. We will also share examples of how to add these habits to your daily routine.

Achieving a Healthy Weight
BMI, body fat percentage, numbers on a scale. What does this all mean? In this session, we will review what a healthy weight is and how to get there. Other areas include portion control, physical activity, and reducing your caloric intake.

Advanced Directives
Advanced directives are legal documents that allow you to spell out your wishes around end-of-life care. Done ahead of time, these directives generally include a living will and a durable power of attorney for healthcare decision making. You will learn about the importance of naming a healthcare proxy who is trusted to make decisions on your behalf. In this session, learn more about these documents and how you can be prepared for the future.

Alcohol Abuse
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

All About Cholesterol
We will help you understand the difference between LDL and HDL cholesterol and ways to achieve or maintain healthy cholesterol levels.

All About Gluten
What is gluten? Should you avoid it by going gluten-free? In this session, we will discuss the facts about gluten, including what it is and what foods it's found in, define celiac disease, gluten intolerance and sensitivity, and the importance of a balanced diet.

Allergies
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Alzheimer's Awareness
One in eight older Americans has Alzheimer's disease. Learn more about this disease, how it differs from dementia, how infections play a role, and ways to reduce your risk. We will also review early onset Alzheimer's disease and 10 warning signs to look out for.

Anxiety
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Are You Ready? (Emergency Preparedness)
Get ready! Learn what you need to have in your house in the event of an emergency. We hear about how people have been impacted by a natural disaster and were not ready. A natural disaster can range from losing power, snow storms, tornados, hurricanes, and much more. Note, September is National Preparedness Month.

Are You Stressed?
Everyone has some form of stress these days. We will discuss the three types of stress, how our bodies respond to stress, and most importantly, some simple techniques to reduce your stress levels. Join us for a relaxing session.

Arthritis
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Arthritis Awareness
Arthritis is inflammation in your joints. Joint pain and stiffness are the most common symptoms. Learn more about the different types of arthritis, risk factors, and ways to protect yourself against arthritis. This seminar is open to anyone who has arthritis, has a loved one with arthritis, or just would like more information on the topic.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Asthma

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Asthma Awareness

Do you know someone with asthma? A recent survey showed that nearly four out of five Americans either have asthma or know someone who does. More than 31 million Americans have been diagnosed with asthma in their lifetime. In this session, you will learn about asthma, how to recognize symptoms, identify possible triggers for asthma attacks, and develop an asthma action plan.

Back Pain

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Beat the Common Cold

Don't go outside with your hair wet. Sneeze into your elbow, not your hands. Myths? Facts? In this discussion, learn what you can do to reduce your risk of catching a cold and ways to minimize the symptoms.

Being Mindful in a Busy World

Mindfulness means intentionally or purposefully giving attention to the current moment. Studies have shown practicing mindfulness can reduce stress, increase focus, improve your working memory, and much more. During this four-week series, we will explore practical techniques to manage the stressors of life and develop peaceful habits for healthy living.

Bless You – Reduce Your Risk for Allergies

Allergies can vary from person to person and can be minor or life-threatening. Learn about how to reduce your risk for allergies and what treatments are available.

Blood Pressure Screening Checks

Our clinicians will take their services to you! Blood pressure screenings are a great checkpoint for everyone. The team will set up a table in a central location (cafeteria, break room, etc.) and will have a quiet place to take a blood pressure. Educational materials are provided to participants as well as a tracking card.

Breast Cancer Prevention

Are you seeing pink? Breast cancer, while most common in women, can also affect men. Learn about breast cancer including risk factors, current screening guidelines, and signs and symptoms that you should look out for. Treatment options will also be discussed.

Building Resiliency – Stress Management

Are you interested in learning how to better cope with stress and adversity? You don't have to do it alone. The 12-week Building Resilience Workshop series offers you an opportunity to:

- learn and practice effective stress management techniques,
- support others in their efforts, and
- be supported in yours.

Information will be shared on how to better manage your time, improve your wellbeing, and increase quality of life. Through these techniques, you will learn your stress triggers and your behavior patterns, and you will develop a personalized plan to better cope with stress.

Cancer Awareness and Prevention

Nearly 12 million Americans are affected by cancer as stated by the American Cancer Society. Join us for the Cancer Awareness and Prevention Lunch and Learn, and we'll help you understand what lifestyle behaviors can reduce your risk for cancer.

Carbohydrate Counting 101

There are a variety of factors that affect blood sugar. During this workshop, learn more about how to manage diabetes with the food you eat. The focus of this workshop will be carbohydrate counting and learning proper portion sizes to reach your health goals.

Caring for Aging Relatives

Life expectancy continues to increase each year and with that often comes the responsibility of taking care of older family and friends. We will review a variety of areas that include legal documents to have in place, options for care, and taking care of yourself so you can take care of others.

Cardiovascular Disease

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

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Complete Wellness Program

An eight-week challenge for people to focus on a health goal while utilizing health coaching services. Participants must set a personal health goal and complete a minimum amount of coaching visits. A corresponding education session is available on motivation.

Cooking Program

Whether you have a teaching kitchen or not, this session is for you! The clinical team will provide healthy cooking classes at your site. As long as we have an electrical outlet, we can cook!

COPD

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Depression

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

De-stress When You are Maxed Out

NEW - SEPTEMBER 2020 Join us for this group program and learn ways to prioritize your own health and happiness. Topics include healthy coping, hobbies, time management, and social support. Practical tips and tools discussed for juggling your home and work life.

Diabetes Prevention Program (DPP)

Multi-week program available, additional provider training and communications are required. Please speak with your account manager for more information.

Diabetes Self-Management Education (DSME)

Multi-week program available, additional provider training and communications are required. Please speak with your account manager for more information.

Diabetes (Type II)

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Drop-In Walking Program

Our health center staff will provide informal walking groups at set times during the week. The staff will find a safe walking route for a group to use.

Drug Abuse

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Elevator Campaign

Choosing the stairs instead of the elevator is a quick way for people to add physical activity to their day. This package will allow you to create a campaign to encourage employees to take the stairs and provide motivational signs for the stairways.

Exercise

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

FAD Diets

Looking to make healthier food choices or manage your weight through nutrition? Join us for this Education Session and we'll discuss current nutrition recommendations and why most fad diets don't work. This informative session includes an interactive discussion.

Feeling the Burn? GERD Awareness

Gastroesophageal reflux disease (GERD) is a chronic digestive disease that affects the stomach and esophagus. We will review the signs and symptoms, the risk factors, and how to treat GERD.

Financial Wellness

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Finding Hobbies

This discussion will talk about other ways to achieve wellness beyond diet and exercise. Topics include incorporating hobbies into your lifestyle, connecting with the community, and more!

Fitness at Any Age

Being active can help prevent and man-age chronic conditions. Join us for this informative seminar that discusses exercise recommendations, unstructured and structured activity as well as age-related muscle loss.

Fit Exercise into Your Life

How many times have you thought or said, "I don't have time to exercise." We can prove you wrong. You will jump with excitement as we tell you how!

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
Education Session (45 – 60 min) · 10 Minute Meeting Presentation · eHealth Portal Workshop
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Fitness Fallacies

Interested in learning about the latest exercise trends vs. fitness fallacies? In this session, we'll discuss current exercise recommendations and debunk common exercise myths. We will also talk about how to get the most out of your workouts. This informative session will include an interactive discussion.

Flu

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Food Labels and Calories

Food labels can be difficult to understand. Bring your favorite food with you (that has a food label) and we will show you how to read all the information provided on the container. After reviewing the label, we will break down the amount of calories you need each day and provide a sample menu.

Functional Foods

Functional foods are foods that potentially provide health benefits beyond basic nutrition. Oatmeal, as an example, is a functional food because it naturally contains soluble fiber that can help reduce cholesterol. Another example is fortified orange juice. In this session, we will identify functional foods in each food group and how to incorporate them into your diet.

Get Financially Fit

The news is filled with financial advice and information about what is happening with the economy. Learn three things you can implement today to save money and reduce your financial stress. This will include information on Health Savings Accounts (HSA).

Getting a Grip on High Blood Pressure

This four-week, interactive series will provide support and information to help you manage your blood pressure. Topics include sodium in food, exercising with high blood pressure, stress reduction, and more.

Getting the Most out of Your Workout

Finding time for exercise can be a challenge. In this discussion, we will review the benefits of exercise as well as what you can do during your workout to get the best results for your efforts.

Getting Your Best Nights Sleep

Are you getting enough sleep? Each person needs a different amount. Simple changes in your daily habits can help you achieve optimum sleep at night. Come learn what you can do to optimize your sleep habits!

Grocery Store Tours

Our clinical team will organize a grocery store tour to highlight the healthy foods in the store near you. Grocery stores design their shelves and displays to encourage you to buy a variety of foods. We will teach you the tips and tricks to shop healthy!

Headaches

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy Aging

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy BBQ

Cookouts can be a great way for family and friends to spend time outside. During this session we will talk about food substitutions, summer drinks, and grilling safety.

Healthy Cooking 101

So you're ready to improve your food choices but you feel the kitchen is a bit intimidating. Join us as we discuss a few basic cooking techniques, tools, and bare essentials to keep in your fridge and your pantry at all times. We'll even throw in a few simple and tasty recipes.

Healthy Eating

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy Eating on the Go

Travel a lot for work? Learn tips and tricks for how to eat the best choices in the shortest time!

Healthy Eating with a Busy Schedule

Always on the go and never prepared for the next meal? Learn simple techniques to plan ahead and make the healthy choice the easy choice.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Healthy Family Program

Living a healthy lifestyle is an ongoing journey involving planning and support. When families lock arms and decide to adopt healthy habits, such as eating well and exercising, it becomes a family affair. This program includes interactive group sessions and family health coaching visits designed to educate families about healthy eating and exercise to empower them to develop and implement their own personalized family wellness plans.

Healthy Habits

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy Holidays

Holidays can be a stressful time of year as tempting foods are all around us. During this session we will talk about food substitutions, healthy holiday drinks, and more!

Healthy Holiday Eating

With the holidays quickly approaching, join us to learn more about how you can maintain your health during these winter months. Learn how to eat healthy at holiday parties, how to incorporate exercise into your shopping trips, and tips to manage holiday stress. This informative session will include an interactive discussion, activity, and information to take with you to make sure you have what you need to manage this important health indicator.

Healthy Meal Planning

Learn how to map out your meals each week for easy dinner solutions. You may even save money by doing so!

Healthy Mind Program

NEW - DECEMBER 2020 These one-on-one sessions are aimed at covering a variety of topics related to mental health and stress management. Topics include finding support, healthy coping, resources, sleep health, and more.

Healthy Relationships

Find out what constitutes a healthy relationship and the things you need to keep a relationship healthy. Learn tools and skills to get relationships back on track.

Healthy Snacking

Incorporating healthy snacks into your day can keep you energized and help maintain a healthy weight. During this session we will learn how to plan healthy snacks and share recipes.

Heart Health

Come celebrate Heart Health with a program designed to educate participants on heart disease and lifestyle choices that could decrease their risk.

Heart Failure

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Heart Burn

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

High Blood Pressure

According to the Center for Disease Control (CDC), over 30 percent of Americans are affected by high blood pressure and it is estimated to cost over $75 billion a year in healthcare services, medications, and missed days of work. This lunch and learn will educate participants on the risk factors for high blood pressure and guide them to develop a plan to reduce their risks.

High Blood Pressure

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

High Cholesterol

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Holiday Stress

Love them or hate them, the holidays are here. Come to this holiday stress reducing education session and you'll get 10 tips to help you enjoy this holiday season! Take this time for yourself, enjoy a fun activity, and learn tips to enjoy the holiday season.

Hydration Portal Challenge

Are your members getting the recommended 64 ounces of water each day? Participants will self-report their daily ounces of water intake in the portal.

Intro to Strength Training

Did you know everyone can benefit from strength training? Learn how to start incorporating strengthening exercises into your day or your workout routine.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Intro to Mindfulness

Mindfulness is gaining more and more popularity as numerous physical and psychological benefits of mindfulness techniques are becoming known. Join us for this interactive, introductory session where we will discuss the benefits of mindfulness and practice various activities.

Introduction to Health Apps – Exercise

Are you ready to start working out, but unsure of what to do? Or maybe you're tired of the same workout routine that you've been doing for weeks. During this workshop, we will explore several workout apps to aid you on your fitness journey.

Introduction to Health Apps – Nutrition

Smart phone apps can help you learn about your body's energy management by tracking intake and output. Join us for this wellness workshop as we explore and compare the popular nutrition and activity tracking smart phone apps, MyFitnessPal and Fooducate. Download these free apps prior to the workshop to follow along with us.

Keeping Your HEC in Check (Hunger, Energy, Cravings)

Do you ever crave certain foods or experience ups and downs in your energy level throughout the day? The reasons why you might be experiencing one or both of those feelings can be tricky to pinpoint. During this session, we'll explore factors that directly affect your hunger, energy, and cravings. Once you learn what you're up against, we'll discuss healthy eating tips to help you stay in control.

Kids Health Program – Healthy Eating and Physical Activity

This four-week challenge will encourage kids to learn about the foods they are eating and promote physical activity. Each week focuses on a different area of healthy eating and activity including food labels, serving sizes, and eating the recommended fruits, vegetables, and dairy products. Other related topics include eating healthy to stay active and drinking enough water. At the end of the four weeks, the child can turn in their packet to the onsite health center.

Kids Healthy Body Program

NEW Ten session program aimed at covering a variety of topics related to childhood obesity and kids' healthy weights. These sessions are aimed at working with both the parent and child on an individual basis.

Know Your Numbers

Get started with Marathon Health by knowing your numbers. But what numbers do you need to know? Learn the importance of a biometric screening and what your numbers mean.

Ladder to Health

NEW Join us for this program designed to help firefighters reach their health and wellness goals. Each session contains goal setting, healthy coping, as well as various health topics. These include physicals, hearing health, shopping on a budget, sleep health, exercises on the go, and more! Up to nine sessions are available.

Learning the Marathon eHealth Portal

Not sure where to start with the Marathon eHealth portal? The eHealth portal is full of helpful and easy-to-use tools that you can access from any computer or smart phone. The eHealth portal is a great place to start your health journey and these sessions will show you all the great tools.

Living a Greener Life

Every day, we hear about how to live green. What does this really mean? We will discuss simple choices you can make to lead healthier and more sustainable lives.

Lyme Disease

Lyme disease is an illness that is contracted by a tick bite. Learn the types of ticks that transmit Lyme disease, where and when it is prevalent and what to do if you find a tick on you or someone else. We will also discuss symptoms and treatment options and other little known facts about Lyme disease.

Maintain, Don't Gain Portal Challenge

Trying to beat that holiday bulge? This eight-week challenge encourages participants to maintain their weight during the holiday season. Participants receive weekly emails with updates in the program, health tips, and motivation. Participants can log their weight on the Marathon eHealth portal. There is an optional educational session for participants.

Maintaining a Healthy Weight During the Holidays

The holidays are quickly approaching! Festivities, food, family; and friends can get us out of our routines at the holiday time. Learn tips to prevent weight gain over the holidays and how to fit in exercise.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Meal Planning

This session will focus on different components of a healthy meal. We will also do a meal activity.

Medication Management

This important session is for people who are both on medications and those who are not. Learn about different types of medications, generics versus brand-name medications, and how to safely store your medications. Participants will leave with a medication tracking card and understanding of why it is important to take medications as prescribed.

Men's Health

While everyone's health is important, this session will focus on men's health. We will review guidelines for preventive screenings and routine exams as well as cover the basics for every age.

Mental Fitness

What role do your thoughts play when it comes to your health? You might be surprised to find out your brain plays a more important role than your feet or your food. Join us as we discuss the why and how behind getting mentally fit!

Metabolic Syndrome

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Migraine Headaches

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Mindful Eating

NEW - FEBRUARY 2020 This workshop teaches principles of mindful eating. Learn more about hunger scales, how to truly enjoy food, and how to avoid mindless eating.

More than Just a Headache (Migraines)

Migraines are more than just a headache and remain misunderstood, under-diagnosed, and under-treated. In this session, we will discuss the differences between headaches and migraines, risk factors, and how to prevent migraines. Learn about this disease the affects 37 million Americans.

More than Just a Sweat – Preventing Heat-Related Illness in the Workplace

Most employees spend about half of their waking hours on the job. While there are a variety of environmental factors to consider for health and safety, temperature alone can impact your employee's health. In this session, we will discuss causes and symptoms of heat-related illness, treatment, and ways to keep employees safe and healthy amidst temperatures that can do more than make you break a sweat.

My Aching Back (Back Health)

Are you one of the many Americans affected by back pain? Four out of five adults will experience significant low back pain sometime during their life. Do you know how to prevent back pain and build a stronger back? We will share tips on what you can do to prevent back pain, strengthen the muscles, and lift properly.

Nutrients and Serving Sizes

Do you know the six kinds of nutrients? Do you know what a serving size of pasta and vegetables is? Get started with the basics in this session. We will review the six nutrients, serving sizes for the different food groups, and what your plate should look like at each meal.

Osteoporosis

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Passport to Health and Wellness

Learn about various regions in the United States and complete wellness activities. Prizes will be awarded when your passport is complete!

Personal Goal Setting

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Plan for Health

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Plant-Based Diets

Plant-based diets are becoming a popular way of eating. Join us for this session where we discuss the basics of this diet as well as ways to incorporate more plant-based foods into a meal plan.

Portion Control and Healthy Substitutions

In this interactive session, you will learn how to measure food using everyday objects and how you can make simple substitutions for better choices.

Portion Control, Part 2

How do I actually improve my portion sizes and not feel completely deprived? We will give you more than 10 specific techniques to help you understand how to implement portion control. And you can even leave your measuring cups at home!

Preparing for Your Medical Appointment

Have an upcoming appointment with your provider or specialist? This session will provide you with tools to get the most out of your appointment.

Preserving the Power of Antibiotics

Learn about the history of antibiotics and when they should be used to treat bacterial infections. In this session you will have an opportunity to learn about viruses, bacteria, and how your immune system combats these types of foreign invaders. Discover ways to boost your immune system and fight off those pesky viruses that keep you down. Learn about resistance, patterns of resistance, and how to protect yourself from resistant bacteria that can be deadly.

Preventive Health – Female

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Preventive Health – Male

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Rate My Plate Mini-Series

Rate My Plate is a four-week mini-series of educational programs covering nutrition topics like food labels, counting calories, healthy substitutions, and portion sizes.

Ready, Set, Go Physical Activity Portal Challenge

Gear up for some friendly competition with exercise. Participants can track their minutes of exercise in the eHealth Portal either by manual entry or by connecting their wearable device.

Rethink Your Drink

The clinical team can join your benefits fair, open house, or holiday party and set up a table. The table will include information about Marathon Health services as well as how much sugar can be hidden in our drinks.

Roadmap to Wellness

Obtaining and maintaining a commercial driver's license (CDL) goes beyond passing the knowledge and skills test. This program partners with commercial drivers (and those interested) to provide education about the Federal Motor Carriers Safety Administration's (FMCSA) current guidelines for drivers' medical certification. We aim to help drivers improve their health and create a personalized plan to increase their wellness.

School's Out Teacher Program

NEW Take time for your health during the summer months and commit to healthy activities through the Health Center.

Seasons of Life – Women's Edition: Menopause

Separating fact from fiction can be confusing when it comes to your health and seasons that don't seem to have an end date in mind. While menopause can be a very unique time for each woman, we will discuss facts, symptoms, treatment options, and other simple approaches to help you or a loved one through this season.

Self-Care

We take care of ourselves and others every day. Develop your self-care plan and brainstorm on a focus for all areas of your "self" which may include your emotional health, social health, physical health, financial health, and more.

Senior Health

Healthy aging is a hot topic among baby boomers across the country. Learn about healthy aging, including diet and exercise tips, preventive health information, and managing lifestyles as you get older.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Serve and Protect Program

Join us for a 12-week program designed with focus on the health and well-being of police officers. Exercise programs and weekly nutrition sessions discuss ways to eat healthy on the go, stress and effects on dietary goals, salt and sugar intake and much more.

Serving Sizes

The clinical team can join your benefits fair, open house or holiday party and set up a table. The table will include information about Marathon Health services as well as serving sizes. Can you guess how many servings?

Shining Light on Hidden Conditions: A Discussion on Depression and Anxiety

While we all experience the ups and downs of life, it is important to know the signs, symptoms, and causes of depression and anxiety. In this session, we will help you understand what depression and anxiety are, their effects on health, and treatment options for a person to feel their best again.

Shoo the Flu – Flu Awareness

We will review the symptoms of the flu, when to seek care, and who should receive the flu vaccine. Learn the eight things you can do to stay healthy at work during flu season.

Skin Cancer Awareness and Prevention

More than two million people are diagnosed with skin cancer each year. Learn more about how to protect and care for your skin, how to give yourself a skin exam, and ways to reduce your risk of developing skin cancer. We will also review the ABCDEs of checking your skin.

Sleep

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Sleep Hygiene Portal Challenge

It is recommended that the average person gets seven to nine hours of sleep a night; however, most Americans don't reach this recommendation. The Sleep Hygiene challenge will encourage people to get the rest they need each evening. Participants will self-report their hours of sleep per day in the eHealth Portal.

Smart and Healthy Grocery Shopping

Are you a smart grocery shopper? We will give you seven tips of how you can plan ahead, take advantage of sale items and be an overall smart shopper.

Smoking Cessation

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Sodium Content of Food

The clinical team can join your benefits fair, open house or holiday party and set up a table. The table will include information about Marathon Health services as well as sodium content of food.

S.P.A.R.K. Total Health Program

Leading experts in the medical community agree that diet and exercise are the two most powerful factors in preventing and managing chronic conditions. This 12-week program focuses on nutrition and exercise habits to target the symptoms and health risks associated with metabolic syndrome. Participants will receive the support, prevention tips, assessments, results, and knowledge necessary to become active in their health and live the healthiest life possible.

Sports Injuries and Prevention

From weekend warriors to elite athletes, we will discuss how you can reduce your risk of a sports injury. We will review the more common injuries and how to treat them so you can get right back into the game.

Spring Into Heart Health

Join us for this six-week informative and interactive group program that focuses on heart health. Topics include updated blood pressure guidelines, cholesterol facts, exercise, nutrition, and stress. These sessions give participants the tools to keep their heart healthy and strong.

Step Portal Challenge

Using a wearable device such as a FitBit or by self-reporting, participants can enter their daily steps to compete in a multi-week challenge.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Stick a Fork in Diabetes

A recent report by the Centers for Disease Control and Prevention (CDC) projects that the number of Americans with diabetes will double, if not triple, by 2050. Diabetes is the number one reason for adult blindness, kidney failure and limb amputation, and a large contributor to heart attacks and strokes. Learn what you can do now to reduce your risk for diabetes in the future. This session will cover information for everyone, whether or not you are affected by diabetes.

Strength Training from Home or the Workplace

Some seasons of life are busier or more expensive than others, but don't let those times keep you from exercising on a regular basis. Did you know one of the greatest pieces of workout equipment is one that you already own – your body! During this three-part series, we will discuss and demonstrate beginner, intermediate, and advanced exercises that can help you get or stay fit. Bring a pair of sneakers and comfortable clothes, if possible.

Stress Management

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Summer Fun in the Sun (Summer Safety)

Summers can be filled with swimming, hiking, biking, and lots of sunshine. Learn about how to defend yourself against the sun's harmful rays, bug bites, and more! Kick back and relax this summer, knowing how to protect yourself and your family and have summer fun!

Taking Charge of Your Health

This seminar empowers you to work on both the physical and mental aspects of health. Topics include recommended health tests and screenings as well as ways to connect with mental health providers.

Tell a Friend

Tell a friend to complete their Comprehensive Health Review (CHR) and when they do, you are registered to win a $50 gift card.

Tension Headaches

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

The Bond Between Baby and You

Breastfeeding can be beneficial to both the mother and baby. During this session we will discuss strategies on how to successfully breastfeed. Topics include back-to-work basics, low supply issues, setting yourself up for success, and much more.

The Building Blocks of Protein

This informative workshop discusses protein sources, recommendations, and benefits. During this session we will complete a food pairing activity and compare protein content from various types of foods.

The Not So Sweet Side of Sugar

Sugar can add up quickly throughout the day even when we are trying to eat healthy. Join us for this workshop where we will discuss various strategies on how to limit sugar intake.

The Winning at Losing Portal Challenge

The Winning at Losing program is a 12-week weight loss competition, based on percentage of weight loss, not total pounds lost. Participants will weigh-in each week at the onsite health center. Participants receive weekly email updates, health tips, and motivation. While there is no formal weekly meeting, several sites encourage regular meetings for people to share successes and the challenges they face. Participants can log their weight on the Marathon eHealth portal.

Things I Wish I Knew Before My First Race

Thinking about joining a competitive athletic event? This session will review what you need to know to get started!

Time Management

"I'd eat well and exercise if I had the time!" Look no further for that 25th hour in your day. Join us as we discuss the basic principles of time management and provide you with the tools you need to make your health a priority.

Tobacco Cessation

Want to quit smoking but not sure where to start? We can help. Did you know your body will benefit within minutes of quitting? We will discuss short and long-term health benefits of quitting and outline five success factors that can help you meet your goal.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Tobacco Cessation Group Program

This is a six to eight week course for people who are interested in learning about quitting tobacco. Each session has specific objectives and activities, leading up to a quit date. Participants will have the option of take-home activities.

Tour the Marathon eHealth Portal

Challenge your employees to take a tour of the Marathon eHealth portal and complete their Health History Risk Assessment (HHRA).

Unplug to Re-charge

NEW - JUNE 2019 Join us for this informative session on technology health. Topics include connecting with others, outdoor hobbies, volunteerism, mindful email and internet use.

Walking Around the Office/Campus/School

The clinical team can join your benefits fair, open house, or holiday party and set up a table. The table will include information about Marathon Health services as well as highlight ways employees can get more steps during the workday.

Weigh to Go

This weekly group program promotes healthy, long-lasting weight management goals. Topics include metabolism, food cravings, mindful eating, added sugar, meal planning, and fitting fitness in. This program can run anywhere from 6 to 12 weeks.

Well You

Join us for this four-week program that helps you overcome barriers to achieving health and wellness goals. Topics include goal setting, positive thinking, finding support, and ways to start changing your lifestyle.

Wellness in the Workplace

This session encourages employees to incorporate wellness throughout their work day. Topics includes ergonomics, stress management, moving more, and healthy snacks.

Wellness Rewards Challenge

The wellness card program rewards you for participating in wellness activities. Once you have completed five appointments, programs, or seminars you are eligible for a prize.

What's in Your Lunchbox?

This program encourages employees to bring healthy lunches to work. The clinical team will check lunch bags and, if deemed healthy, a small prize can be awarded.

What Healthy Eating Means to Me

Have you ever felt overwhelmed by all of the foods classified as "unhealthy" and wonder what in the world is actually healthy for you to eat? During this session, we'll emphasize foods with real health benefits and their portion sizes. Walk out of this session with a new view on what it means to eat well for your health goals.

What is Health Coaching?

Join us to learn what health coaching is all about. This session will help you understand health coaching and what to expect so that you can come to appointments prepared.

Women's Health

While everyone's health is important, this session will focus on women's health. We will review guidelines for preventive screenings and routine exams as well as cover the basics for every age.

Work Smarter, Not Harder

Learn tips on how to find more time throughout your day and spend more time on the things you love. We will explore three new techniques that will help you work more efficiently and effectively and spend more time on the things you enjoy doing.

X Factor – Metabolic Syndrome

Metabolic syndrome is a cluster of conditions including high blood pressure, elevated insulin levels, excess body fat, and high cholesterol. In this session, you will learn steps you can take to prevent metabolic syndrome both for yourself and the ones you love.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

2020 Programming Calendar

MONTH	PROGRAM NAME	OUTCOME
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

- Mini Workshop (30 min)
- Table Activity/Event
- One-on-One Coaching Program
- Weekly Program
- Education Session (45 – 60 min)
- 10 Minute Meeting Presentation
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Cholesterol

Cholesterol is a type of fat (lipid) in your blood that your cells need to function. You get cholesterol from your body and the food you eat. If you have too much cholesterol, it starts to build up in your arteries and that buildup can narrow your arteries making it harder for blood to flow through them. Your heart may not get as much oxygen-rich blood as it needs, which increases the risk of a heart attack. Additionally, decreased blood flow to your brain can cause a stroke.

There are two types of cholesterol:

- **LDL** is the "lousy" or "bad" cholesterol. LDL is the kind that can raise your risk of heart disease, heart attack, and stroke.
- **HDL** is the "happy" or "good" cholesterol. HDL is the kind that is linked to a lower risk of heart disease, heart attack, and stroke.

What affects cholesterol levels?

- **The foods you eat.** Eating too much saturated and trans fat can raise your cholesterol.
- **Being overweight.** This may lower HDL ("good") cholesterol.
- **Being inactive.** Not exercising may lower HDL ("good") cholesterol.
- **Age.** Cholesterol starts to rise after age 20.
- **Family history.** If family members have or had high cholesterol, you may also have it.

What should my numbers be?

Check in with your medical provider to learn what your preferred numbers should be. In general, people who do not already have heart disease should aim for:

- **Total cholesterol below 200**
- **LDL cholesterol below 130** – or much lower, if you are at risk of heart attacks or strokes
- **HDL cholesterol above 60**
- **Non-HDL cholesterol below 160** – or lower, if you are at risk of heart attacks or strokes
- **Triglycerides below 150**

Total Cholesterol

199 or less	200 – 239	240 or more
Normal	Moderate Risk	High Risk

LDL

99 or less	100 – 189	190 or more
Normal	Moderate Risk	High Risk

HDL

60 or more	59 or less
Normal	High Risk

Take action

You can reduce your risk for high cholesterol by living a heart-healthy lifestyle and with medication. The way you choose to lower your risk will depend on how high your risk is for heart attack and stroke. It will also depend on how you feel about taking medication. Your doctor can help you know your risk and balance the benefits and risks of your treatment options.

Heart-healthy lifestyle changes can help lower risk for everyone. They include:

- **Eating a heart-healthy diet** that is rich in fruits, vegetables, whole grains, fish, and low-fat or non-fat dairy foods.
- **Being active** on most, if not all, days of the week.
- **Losing weight** if you need to, and staying at a healthy weight..
- **Not using** tobacco products.

Changing old habits may not be easy, but it is very important to help you live a healthier and longer life. We're here to help.

Meet with your health coach to develop a personalized health plan to set and meet your goals. **Make a health coaching appointment today!**

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Diabetes

Diabetes is a chronic disease that affects how the body can turn food into energy. Type 1 diabetes is caused by an autoimmune reaction that destroys beta cells in the pancreas where insulin is produced. People with Type 1 diabetes need insulin therapy. Type 2 diabetes progresses over many years increasingly affecting how the body uses insulin to convert food to energy. **Being overweight, sedentary, and having a family history of diabetes are all risk factors for developing Type 2 diabetes.**

Insulin is a hormone that helps the body's cells use sugar (glucose) for energy. It also helps the body store extra sugar in the muscle, fat, and liver cells. Without insulin, this sugar stays in your blood instead, increasing your blood sugar levels. As a result, the body loses its main source of fuel because cells are not able to absorb the glucose they need.

High blood sugar can harm small blood vessels in the eyes, nerves, and kidneys. It can also increase your risk for heart attack and stroke.

What do your results mean?

You are at risk for developing diabetes if:

- your fasting glucose is 100-126mg/dl
- two hour post 75 gram oral glucose tolerance glucose is 140-199mg/dl
- or A1c is 5.7-6.4 percent

You have diabetes if:

- your fasting glucose is 126mg/dl or greater
- two hour post 75 gram oral glucose tolerance glucose is 200mg/dl or greater
- or A1c is 6.5 percent or greater

Fasting Glucose

99 or less	100 – 125	126 or more
Normal	Moderate Risk	High Risk

Two hour post 75 gram oral glucose tolerance glucose

139 or less	140 – 199	200 or more
Normal	Moderate Risk	High Risk

A1c

5.6% or less	5.7% – 6.4%	6.5% or more
Normal	Moderate Risk	High Risk

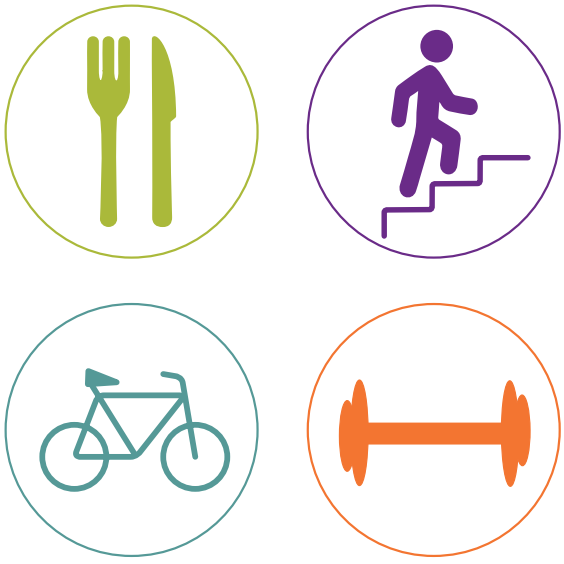
Take action

The key to treating diabetes is to keep blood sugar levels controlled and in your target range.

Lower your blood sugar by doing the following:

- **Make healthy food choices** by avoiding processed foods and reducing simple starches like bread, pasta, and rice in your diet. Try to manage the amount of carbohydrates you eat by spreading them out over the day instead of eating large portions with one meal.
- **Lose weight, if you are overweight.** Get regular exercise by finding opportunities to walk around the office, take the stairs instead of the elevator, use a stand up desk, or jog in the morning before work.

Diabetes is a serious condition, but can be prevented or managed with the help of your health center. Your provider can help you develop a personalized health plan, lose weight, monitor your glucose, and learn healthy recipes.



To get control of your diabetes risk or diagnosis, make an appointment with your health center today.

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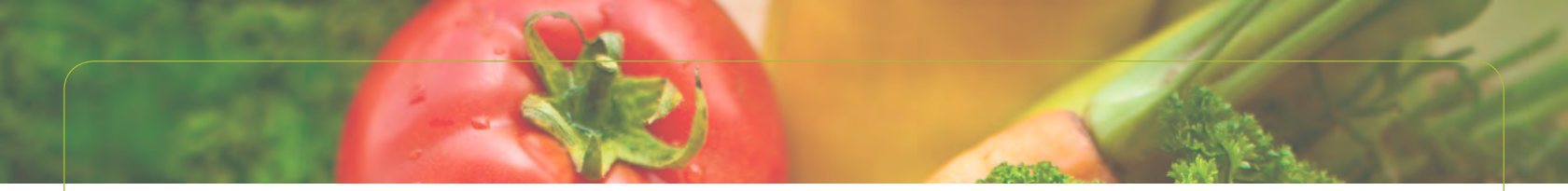


Diet and Nutrition

Nutrition is the root of our health. What we choose to eat, our knowledge, attitudes, and how well our environment supports healthy food choices significantly impact our overall health. Nutrition is often overlooked as the cornerstone of chronic disease management and prevention, yet proper nutritional support can improve overall health.

Healthy eating starts with learning new ways to eat, such as adding more fresh fruits, vegetables, and whole grains while cutting back on foods that have a lot of fat, salt, and sugar.

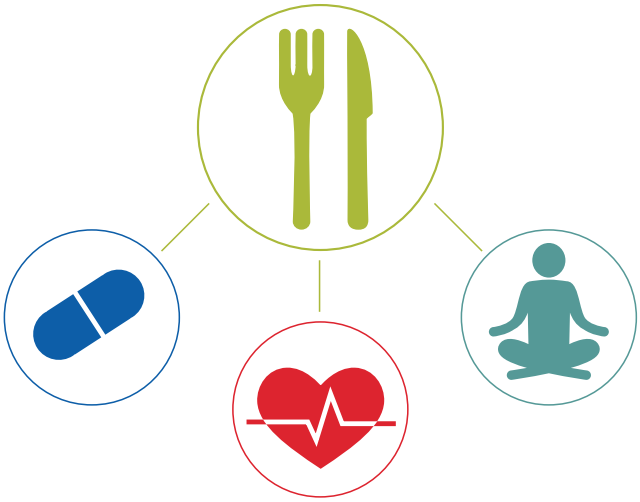
- **Aim for balance.** Most days, eat from each food group: grains, proteins, vegetables and fruits, and dairy. Listen to your body. Eat when you're hungry. Stop when you feel satisfied.
- **Look for variety.** Be adventurous. Choose different foods in each food group. For example, don't reach for an apple every time you choose a fruit. Eating a variety of foods each day will help you get all the nutrients you need.
- **Practice moderation.** Don't have too much or too little of one thing. All foods, if eaten in moderation, can be part of healthy eating. Even sweets can be okay.

Why pay attention to what you eat?

Healthy eating will help you get the right balance of vitamins, minerals, and other nutrients. **It will help you feel your best, give you energy, and help you handle stress.**

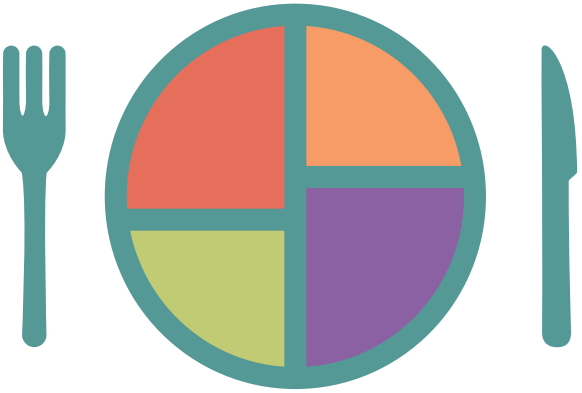
Healthy eating is one of the best things you can do to prevent and control many health problems, such as:

- Heart disease.
- High blood pressure.
- Type 2 diabetes.
- Some types of cancer.



Is healthy eating the same as going on a diet?

No, healthy eating is not a diet. **Healthy eating means making changes you can live with and enjoy for the rest of your life.** Diets are temporary and ultimately unsuccessful. Because you give up so much when you diet, you may be hungry and think about food all the time. Eating a healthy, balanced variety of foods is far more satisfying and can provide you with all the nutrients the body needs and get you to a healthy weight – and stay there.



How do you make healthy eating a habit?

- **Make small changes first.** Don't expect to change everything you eat at once.
- **Set an easy goal** you can reach, like having a salad and a piece of fruit each day.
- **Make a long-term goal,** such as having one vegetarian dinner a week.
- **Eat mindfully.** Pay attention to the flavors and eat slower in order to be more aware.
- **Reduce consumption** of foods with high amounts of added sugars.
- **Utilize the website Fooducate** that helps you distinguish on a grade-point scale how healthy your grocery store finds really are.

Having support from others can be a huge help. Ask family and friends to practice healthy eating with you. Swap healthy, delicious recipes and cooking tips with co-workers and neighbors. Health coaching at your health center can support you as you practice healthy eating.

Need help? Make an appointment at your health center today.

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Hypertension

Hypertension, also known as high blood pressure, is a common condition in which the long-term force of the blood against your artery walls is high enough that it may eventually cause health problems

Hypertension is a risk factor for heart disease, stroke, and a precursor to other chronic illnesses such as high cholesterol and diabetes. It can be managed with lifestyle changes and medicines.

Your blood pressure is determined both by the amount of blood your heart pumps and the amount of resistance to blood flow in your arteries. The more blood your heart pumps and the narrower your arteries, the higher your blood pressure.

At first, you may not notice symptoms with high blood pressure, but over time you may feel the following symptoms: shortness of breath; tired, faint, or dizzy; swelling in your legs, ankles, feet, and belly; or chest pain.

What do your results mean?

Your blood pressure consists of two numbers: systolic and diastolic. **Healthy blood pressure should be 120/80 mmHg or lower.**

The **systolic number** is how hard the blood pushes when the heart is pumping. A systolic between 120–129 mmHg is elevated blood pressure. A systolic of 130 mmHg or higher signals hypertension.

The **diastolic number** is how hard the blood pushes between heartbeats, when the heart is relaxed and filling with blood. A diastolic of >80 mmHg or higher is hypertensive.

Systolic

119 or less	120 – 139	140 or more
Normal	Moderate Risk	High Risk

Diastolic

79 or less	80 – 89	90 or more
Normal	Moderate Risk	High Risk

Causes of high blood pressure

Several things are known to raise blood pressure, including being overweight, drinking a lot of alcohol, having a family history of high blood pressure, eating too much salt, inactivity, and age. Your nutrition is important, too. Too little potassium and calcium in your diet can contribute to high blood pressure.

Given the risks, it can be stressful to learn that you have high blood pressure. The good news is there are things you can start doing today to feel better and reduce your risk.

Take Action

You can prevent raising your blood pressure by making these lifestyle changes:

- **Stay at a healthy weight** or lose extra weight.
- **Eat heart-healthy foods** and limit sodium.
- **Pick an apple** over that bag of chips when packing your lunch!
- **Exercise** regularly.
- **Join a gym,** go for a daily walk, or participate in an outdoor activity like kayaking or hiking.
- **Limit alcohol** to two drinks a day for men and one drink a day for women.

Hypertension is a serious condition, but can be prevented or improved with the help of your health center. Talk to your health coach or doctor. The only way to know your blood pressure is to get it checked regularly, so make sure to visit your health centers routinely every three months.

Make an appointment today to create your personalized health plan.

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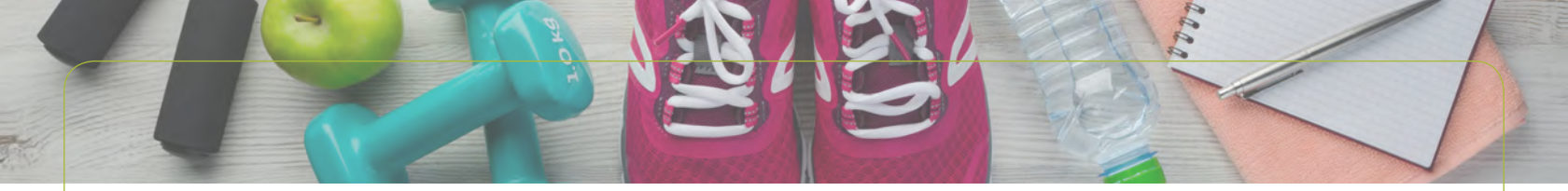


Physical Activity

When you're physically fit, you're able to perform physical activities with the energy and strength you need to feel as good as possible.

Better yet, physical activity is one of the best things you can do to prevent a heart attack or stroke. If you're not active, you have a higher risk of heart disease.

It's never too late to get moving. Making small changes in your daily lifestyle will help you stay on track for lasting health improvement.

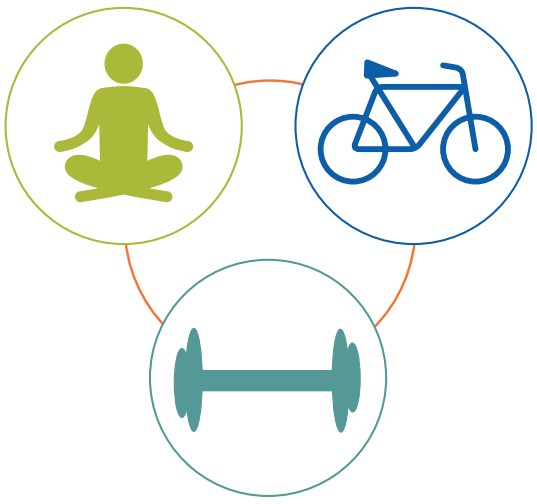
What are the benefits of physical activity?

- Being active helps you **feel better and have more energy** for work and leisure time. You'll feel more energy playing with your kids, gardening, dancing, biking, etc.
- **You burn more calories,** even when you're at rest.
- It will help **control your weight.**
- It can **improve your mood** and your self-esteem.
- Improving your fitness is good for your heart, lungs, bones, and joints and it **lowers your risk** for heart attack, diabetes, high blood pressure, and some cancers.
- Regular physical activity may **help you sleep better, handle stress better, and keep your mind sharp.**

How to put more physical activity into your life

Exercise and physical activity are a great way to feel better, boost your health, and have fun. Aim for at least 150 minutes per week of moderate-intensity exercise (like walking), or 75 minutes per week of vigorous exercise (like running).

- **Walk around the office** when you have a free minute.
- **Try some easy desk exercises** and stretches.
- **Get a gym membership** with a co-worker to keep you motivated and accountable.
- **Use a pedometer** to track how many steps you take and set reminders to get up during the workday.
- **Call your health coach** and ask them for resources in the Marathon eHealth Portal to help you.
- **Use your commute** to do some extra walking. Park several blocks away, or get off the bus a few stops early.



Maintain an active lifestyle

Join classes or do activities that suit your interests and get your heart pumping. Whether you join a yoga class or go for a bike ride, switching up the activities you participate in will not only target different areas of your body but will also keep you interested in living a healthy, active lifestyle.

We're here to help. Our health coaches can support you with advice and guidance on staying active in your busy life.

Schedule an appointment at your health center today!

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Stress Management

When you are stressed, your body responds as though you are in danger. Your body produces hormones that speed up your heart, make you breathe faster, and give you a burst of energy. This reaction is called the fight-or-flight stress response.

Some stress is normal and can help if you need to work hard or react quickly. Stress can help you win a race or finish an important job on time. But if stress happens too often or lasts too long, it can be damaging. **Stress can lead to headaches, an upset stomach, back pain, and trouble sleeping. It can weaken your immune system, making it harder to fight off disease.**

How do you measure your stress level?

Sometimes it is clear where stress is coming from. You can count on stress during a major life change such as the death of a loved one, getting married, or having a baby. But it may not always be clear why you are feeling stressed. **It's important to figure out what is causing your stress.**

Everyone feels and responds to stress differently. Tracking your stress may help you understand it.

- Get a notebook
- Write down when something makes you feel stressed
- Write down how you reacted and what you did to deal with the stress

This may help you find out what is causing your stress and how much stress you feel. Then you can take steps to reduce the stress or handle it better.

How can you lower stress?

- **Manage your time.** You may get more done with less stress if you keep a day planner at your desk. Think about which things are most important, and do those first.
- **Deep breathing.** Sometimes stress comes from lack of oxygen. Breathe in two and out four seconds.
- **Take good care of yourself.** Get plenty of rest. Eat well. Don't use tobacco products. Limit how much alcohol you drink.
- **Social support.** People who have a strong network of family and friends manage stress better.
- **Meet with your health coach** for helpful techniques and goal setting on how to handle stress. Sometimes it is too much to handle alone. We are here to talk and listen to what is causing you stress.

Other tips to combat your stress:

- **Exercise.** Regular exercise is one of the best ways to manage stress. Walking is a great way to get started. Join a yoga class to meet friends and get your blood pumping.
- **Write.** It can help to write about the things that are bothering you.
- **Let your feelings out.** Talk, laugh, cry, and express anger when you need to with someone you trust.
- **Do something you enjoy.** A hobby can help you relax. Volunteer work can be a great stress reliever.
- **Learn ways to relax your body.** Try breathing exercises, muscle relaxation exercises, massage, aromatherapy, yoga, Tai Chi, and Qi Gong.
- **Focus on the present.** Try meditation and imagery exercises. Listen to relaxing music. Look for the humor in life, since lughter really is the best medicine.

Your mental health can be difficult to talk about – but we're here to help you move forward with a plan to manage and reduce your stress.

Visit us at your health center today.

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Schedule B1
PAY FOR PERFORMANCE PLAN
Triple Aim

The Marathon Health Pay for Performance Plan is based on achievement of key metrics covering the three dimensions of the optimization of healthcare delivery and overall health of a population. The three dimensions are:

- **Improving the Patient Experience**
- **Improving the Health of the Population**
- **Reducing the Per Capita Cost**

Ten percent(10%) of the Annual Fees ("At-Risk Amount") remitted by Client for the three years following the applicable Start Date set forth in Schedule A of this Agreement are "at-risk" and will be subject to Client credits as detailed below in the event that the following metrics are not met, allocated as indicated for each year:

	Year 1	Year 2	Year 3
Improving the Patient Experience	2.5%	2.5%	2.5%
Improving the Health of the Population	5.0%	5.0%	5.0%
Reducing the Per Capita Cost	2.5%	2.5%	2.5%
Total	10%	10%	10%

IMPROVING THE PATIENT EXPERIENCE – PATIENT SATISFACTION

Marathon's Performance

Employees will rate whether they are satisfied with their overall experience with Marathon Health using satisfaction surveys.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Improving the Patient Experience (indicated in the table above) will be credited back to the Client in accordance with the following scale:

% of Employees Satisfied or Very Satisfied	% of At-Risk Amount
95+%	50% bonus paid to Marathon
90+%	0% credited to Client
85+%	50% credited to Client
80+%	75% credited to Client
< 80%	100% credited to Client

The Employee satisfaction calculations for Y1-Y3 will be based upon surveys conducted by Marathon within sixty (60) days of the end of each anniversary of the applicable Start Date of the Marathon Services.

IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

Marathon's Performance

Patients with the following risk conditions will achieve health improvements as follows:

			% of Participants with the Condition that Achieve the Results		
	Eligible Participants with the Following Conditions	**Will Achieve the Following Results**	**Minimum target for Year 1**	**Minimum target for Year 2**	**Minimum Target for Year 3**
1	**Systolic BP >= 140**	**Reduce by 12 mmHg or normal**	30.0%	35.0%	40.0%
2	**Diastolic BP >= 90**	**Reduce by 5 mmHg or normal**	30.0%	35.0%	40.0%
3	**Glucose > 100**	**Reduce 15% or normal**	10.0%	12.5%	15.0%
4	**Tot. Cholesterol > 200**	**Reduce 10% or normal**	10.0%	12.5%	15.0%
5	**LDL Cholesterol > 160**	**Reduce 10% or normal**	10.0%	12.5%	15.0%
6	**HDL Cholesterol M<40, F<50**	**Increase 10% or normal**	10.0%	12.5%	15.0%
7	**Triglycerides > 200**	**Reduce 20% or normal range**	10.0%	12.5%	15.0%
8	**Overweight / Obesity**	**Reduce weight 5% or BMI normal**	3.0%	4.0%	5.0%
9	**Smokers**	**Quit for at least 90 days**	3.0%	4.0%	5.0%

	Participants Under Marathon's Care with the Following conditions	**Will Achieve the Following Results**	**Minimum target for Year 1**	**Minimum target for Year 2**	**Minimum Target for Year 3**
10	**Diabetics**	**Maintain average Hemoglobin A1C <= 7.5**	10.0%	12.5%	15.0%
11	**Diabetics**	**At the standard of care (or not applicable) for 5 out of 6:** • **Pneumococcal at least once** • **Influenza** • **Hepatitis B at least once** • **Self-Glucose Monitoring OR Hemoglobin A1c Result exists at least 2 times per 12 month period** • **Foot Exam** • **Eye Exam**	75.0%	75.0%	75.0%
12	**Asthmatics**	**At the standard of care (or not applicable) for 5 out of 7:** • **Influenza** • **Pneumococcal at least once** • **Use of inhaled corticosteroid for those with persistent Asthma** • **Asthma Action Plan** • **Use of a short acting bronchodilator** • **Spirometry resulted** • **Medications appropriate for severity**	75.0%	75.0%	75.0%

The look-back period for calculating population health outcomes is 12 months from the applicable Start Date in Year 1;and 18 months for the subsequent two years.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Improving the Health of the Population (indicated in the table above) will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table for which the Minimum Target was Reached	% of At-Risk Amount
10-12	50% bonus paid to Marathon
7-9	0% credited to Client
4-6	50% credited to Client
2-3	75% credited to Client
< 2	100% credited to Client

REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

Marathon's Performance

Client's expected PMPM medical claims cost for the eligible population, net of fees paid to Marathon, will be reduced as follows:

	Year 1	Year 2	Year 3
Gross Reduction Target	7%	11%	13%
Net Reduction Target	0%	4%	6%

Prior to the Start Date, the parties will compute the Expected Medical Claims Costs as follows:

- Client's Expected Year 1 PMPM Medical Claims Cost for the eligible population, excluding large cost claimants of $50,000 or above, is agreed upon by the parties.
- Expected Year 2 PMPM Cost is computed by increasing Expected Year 1 Cost by 9% for medical inflation. Expected Year 3 PMPM Cost is computed by increasing Expected Year 2 Cost by 9% for medical inflation.

The parties will compute the Actual Gross Reduction and the Actual Net Reduction Percentage as follows:

- The Actual PMPM Medical Claims Cost for each year, excluding large cost claimants of $50,000 or above, is obtained and compared to the Expected PMPM Medical Cost to arrive at the Actual Gross Reduction.
- The Actual Gross Reduction is decreased by the PMPM fee paid to Marathon to arrive at the Actual Net Reduction. The Actual Net Reduction is divided by the Expected PMPM Medical Claims Cost for the year to determine the Actual Net Reduction Percentage.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Reducing the Per Capita Cost will be credited back to the Client in accordance with the following scale:

Variance of Actual Net Reduction Percentage from the Net Reduction Target	Percentage of At-Risk Amount
1+% over (e.g. 7+% reduction vs. a 6% target)	50% bonus paid to Marathon
+/-1% (e.g. 5%-7% reduction vs. a 6% target)	0% credited to Client
1%-3% under (e.g. 3%-5% reduction vs. a 6% target)	50% credited to Client
3%-5% under (e.g. 1%-3% reduction vs. a 6% target)	75% credited to Client
5+% under (e.g. 1-% reduction vs. a 6% target)	100% credited to Client

Requirements of Client

Notwithstanding the above, if the Client does not fulfill any of the following requirements for any of the three dimensions during a given year, then no fee credit will be due to the Client for that dimension for such year:

- Facilitate an annual electronic satisfaction survey of employees within 60 days (+/-) of the end of each contract year.
- A minimum of 40% of the eligible employee population must participate in a separate mass health screening, including biometrics and health risk assessment, within 3 months (+/-) of the Start Date, and annually thereafter. Marathon can arrange biometric screening services from its preferred partner to assist Client in meeting this requirement.
- For use of the health center, if the Client requires high co-payments from participants, requires employees to “punch out”, locates the health center offsite, or has other significant restrictions on its use, then a minimum of 50% of the eligible

population must have at least one acute care or health coaching visit in the clinic during each contract year.

- Provide information on PMPM medical claims cost and large cost claimants of $50,000 or above for at least the 2 years immediately preceding year 1 of the Agreement.
- Provide the expected PMPM medical claims cost, net of and large cost claimants of $50,000 or above, for year 1, reflective of the impact of any health plan design changes for that year.
- Provide information on PMPM medical claims cost and large cost claimants of $50,000 or above within 60 days of the end of each contract year.
- The medical claims data referred to in Section 6.6 must be received as scheduled.
- Client must utilize Marathon Health branded or co-branded material in the pre-launch communication as described in Schedule A.

Marathon Health

Marathon Health is a different kind of healthcare company. Our mission is to inspire people to lead healthier lives. In turn, we help employers stabilize healthcare costs. It's a simple equation that yields powerful results.

Since 2005, we've provided care for workers and their families at more than 160 sites ranging from manufacturing to public sector to unions across the United States. With a commitment to population health risk management, our focus on primary preventive care, health coaching, and disease management provides a better patient experience, improved health outcomes, and lower cost of care.

Our Model of Care

Marathon Health's approach starts with a holistic, personalized care model that is value not volume-based. **Our philosophy is to slow down the care process to engage patients where they are, providing the treatment, coaching, and support they need to take control of their own health and make healthier lifestyle choices.**

Our population health model stratifies and engages employees with the most prevalent health risks in your organization. We partner with them to develop a plan to reduce health risks and make measurable health improvement.

Engaging Your Employees

We pair our care model with a customized engagement strategy, incorporating analytics, incentives, and health promotion programming. Turnkey marketing and communications strategies inform and inspire your employees:

- Health center promotions, challenges, and workshops.
- Multimedia marketing and communication materials.
- Incentive planning and reporting.
- Marathon Health's eHealth Portal.

Value

Marathon Health's value model begins with a predictable, fixed fee pricing structure with no risk of cost over-runs to your annual budget. **Our health centers experience an average 3:1 return on investment** in hard dollar savings from the value of redirected care and reduction in downstream costs. Other benefits include:

- Talent retention/attraction
- Rich benefit plan
- Greater productivity/lower absenteeism
- Strong morale/culture of health and wellness

Additionally, our Lean Six Sigma processes build efficiencies and allow us to adapt and customize our workflows to suit the needs of both new and existing health centers.

> "Marathon Health's wellness-based treatment philosophy coupled with their evidence-based technology provides our employees with critical information that helps them make better health care decisions leading to better health outcomes for the employee, their families, and the City's health plan."
>
> – *City manager, City of Coppell*

3:1 ROI

98%

patient satisfaction

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BEST IN KLAS WORKSITE HEALTH SERVICES 2020

The Marathon Health Difference

Marathon Health is a national leader in the provision of worksite healthcare and population health management services. We provide high-quality care, occupational health services, risk reduction and highly personalized data driven health coaching and disease management services. However, what truly differentiates Marathon Health are the following aspects of our organization:

A Predictable, Fixed Fee Pricing Model

Marathon Health charges a fixed, annual fee for our total population health management solution. The annual fee is divided into monthly installments, and our customers receive simple, clear, and predictable monthly invoices. This pricing model reflects our firm belief in a better healthcare delivery system: one that is not complicated by fee-for service, but is solely focused on improving health outcomes by providing the right amount of healthcare at the right time. This pricing model also ensures strong alignment between the interests of all key stakeholders who have a shared interest in driving up utilization of care at our worksite clinics in order to improve results.

Our customers also appreciate the predictability and protection that the annual fee provides. Our pricing model eliminates the risks associated with “cost-plus” contracting, with Marathon Health assuming risk for cost variances that arise from operating our services. Our pricing is guaranteed to 110% of your eligible population (i.e. eligibility can grow by 10% with no change in fee), and we never "true up" for cost variances at the end of the year.

Our Collaborative Customer Care Model

While other onsite health vendors provide their customers with just an account manager to meet their service needs, Marathon Health provides a full Collaborative Care Team that includes an Account Manager, Clinical Director, Communications Specialist, Data Analyst, IT Specialist, Executive Sponsor, and more.

Please refer to **Exhibit XX: Collaborative Customer Care Model** for more information.

Robust Standard and Custom Reporting and Analytics

Many of our customers that we have converted from other onsite health vendors say that a lack of useful and accurate reporting and analytics is a key reason they left and moved to Marathon Health. We provide our customers with a robust offering of monthly and annual standard reporting, and we use this data to make strategic improvements to service offerings, staffing, hours of operation, etc. Additionally, because we utilize a proprietary, in-house technology solution, we are able to provide our customers is an unlimited range of custom and on-demand reporting options, a feature not available from vendors using an off-the-shelf electronic medical record.

An Effective, Customizable Communications Strategy

Former customers of other onsite health vendors have mentioned that a key driver in choosing Marathon Health was our robust and flexible communications package. We have a wealth of customizable, multimedia communications collateral for both initial and ongoing communications that will help to drive maximum member utilization of your worksite health center.

For samples of the standard communications materials that we provide to our customers, included in our fixed fee pricing, please see **Exhibit XX: Sample Communications Materials**.

Proactive Outreach / Patient Lists

We continuously work with our customer and their consultants to identify risk across their entire population and develop intervention strategies based on the unique needs and resources of a given employer. We stratify the risk of the entire member population using the data collected in the EMR from treatment documentation, HRAs, biometric screenings and prior claims data. We then create patient lists identifying medium and high-risk patients and perform proactive outreach (by telephone, secure email or in-person visits) to ensure that at-risk patients or those with preexisting chronic conditions (a small population that creates the largest expense for employers) are brought to the point of care. We update these patient lists every 24 hours bringing the most complex and challenging member cases to the attention of our clinicians so that they are prioritized for outreach and engagement. At the same time, we offer the tools and support to ensure that your healthy population stays healthy.

Recruitment, Staffing and Training

Some onsite health vendors utilize mainly temp staffing to fill clinical positions, resulting in a high degree of staff turnaround and little training. Marathon Health clinical staff team members are employees of our company and receive initial and ongoing training and support from our in-house training department.

The Marathon Health Coaching Methodology

While other onsite health vendors provide health coaching as an add-on service at additional cost, Marathon Health views it integral part of our model of care, and these services (along with training for the clinical staff) is included in our fixed fee. Health coaching is an essential part of our Total Population Health model of care, helping to achieve the 70% engagement rate of the individuals we target for health interventions across our book of business.

A crucial differentiator of Marathon Health's program is the credentialing and expertise of our full-time health coaches. All of our clinical staff team members receive training on our health coaching methodology, including Medical Assistants, which is unique to our industry.

Marathon Health's Annual Fixed Fee

Marathon Health charges a fixed, annual fee for our total population health management solution. The annual fee is divided into monthly installments, and customers receive simple, clear, and predictable monthly invoices. While other pricing models such as "cost plus" can result in cost overruns, transparency only after-the-fact, and operational inefficiencies at the expense of the client, our inclusive annual fee provides our clients protection and predictability. It is guaranteed to 110% of your eligible population (i.e. eligibility can grow by 10% with no change in fee), and we never "true up" for cost overruns at the end of the year.

This pricing model reflects our firm belief in a better healthcare delivery system: one that is not complicated by fee-for-service, but is solely focused on improving health outcomes by providing the right amount of healthcare at the right time.

Marathon Health leverages all its expertise to provide a positive return on your investment. The resources listed below are included in the annual fee and allow us to deliver results on three objectives (known as the "Triple Aim"): a positive patient experience, improved health outcomes, and lower per capita cost.

The annual fixed fee includes:

- All Medical Services rendered within the health center.
- Health Center Staffing
  - Salaries
  - Benefits
  - Taxes
  - Temporary staffing and vacation coverage
  - Initial and ongoing training, including travel
  - Credentialing
  - Regulatory compliance
  - Supervising physician salary (in staffing models not led by a physician)
- Medical Equipment and Supplies
  - Inventory and ordering
  - Single dose over-the-counter (OTC) pharmaceuticals
  - Pharmacy and drug-dispensing fees, where applicable (drugs, serums, and vaccines are "pass-through costs" at no mark-up)
  - Office supplies
  - Uniforms
  - Medical waste removal
  - Equipment maintenance, repair and replacement
- Laboratory Services -- CLIA-waived lab tests administered in the health center (testing availability varies according to state regulations)
  - Blood glucose
  - Strep A
  - Mononucleosis
  - Urinalysis (leukocytes, nitrite, urobilinogen, protein, pH, blood, specific gravity, ketone, bilirubin, glucose)
  - Influenza testing
  - Hemoglobin A1C
  - HCG (pregnancy)
  - Fecal occult blood

- Insurance
  - General liability ($5,000,000 per occurrence)
  - Medical professional ($5,000,000 per occurrence)
  - Excess liability ($5,000,000 per occurrence)
  - Technology errors and omission ($5,000,000 per occurrence)
  - Automobile liability (including non-owned and hired) ($1,000,000 per occurrence)
  - Worker's compensation / Employer's liability ($500,000 per occurrence)
  - Employee dishonesty/crime coverage ($100,000 per occurrence)
- Robust clinical quality assurance (QA) program
  - Primary care oversight through supervising physician
  - Tracking system for verifying and maintaining professional certification
  - Online, interactive clinical guidelines and decision support
  - "UpToDate" clinical reference subscription
  - Chart audits
  - Site visits (travel costs included)
  - Monthly All-Clinical meetings
  - Disease management committee reviewing national guidelines and updating protocols
  - Stipend for meeting continuing education requirements
  - Clinical Peer Support teams
  - "Ambassadors University" learning management system
  - "Marathon Nation" company culture programs to support provider satisfaction and engagement
- Health coaching and condition management for members at medium or high risk or diagnosed with chronic conditions, such as:
  - Diabetes
  - Asthma
  - Hypertension
  - Coronary artery disease (CAD)
  - High cholesterol
  - Obesity
  - Back pain
  - Migraines
  - Peripheral artery disease (PAD)
  - Osteopenia
  - Osteoarthritis
- Account Management committed to delivering excellent patient and customer care.
  - Account Manager responsible for program success and customer satisfaction
  - Clinical Director oversees daily health center operations and provides input on workflow, scope of services, and population health goals
  - Clinical peer support team provides clinical resources and keeps onsite staff connected to Marathon Health's mission, values, and company culture
  - Designated team of corporate resources supporting account management team including a Communications Lead, Healthcare Analyst, Staffing Expert, Training & Development Specialist, Interface Expert, Survey Coordinator, and Executive Sponsor
  - Monthly client meetings to review Clinical Activity and Trends (CAT) report
  - Annual, onsite business review of measured savings and population health outcomes (travel and meeting costs included)

- Technology
  - Proprietary Electronic Medical Record (EMR)
  - Clinical decision support tools (Medicomp's MEDCIN®)
  - Responsive (mobile-optimized) member health portal
  - Secure provider messaging
  - Online appointment scheduler
  - Wellness incentive tracking
  - Health History & Risk Assessment questionnaire (HHRA) with wellness scoring and goal-setting
  - Incoming and outgoing data file transfers, including demographic file imports from carrier and up to three (3) outbound data feeds per year (e.g. encounter, lab, or HRA)
  - Integrated e-prescribing capability
  - Hardware and telephony (PC's, laptops, phones, printers, scanner, fax machine)
  - Member help desk
- Analytics and reporting
  - Monthly Standing Reporting
    - Clinic volume including percent acute care, percent coaching, group work and telephonic.
    - Screening rates for bio markers (blood pressure, glucose, lipids, BMI) and health risk assessment.
    - Percent of population with chronic conditions and/or high risk of becoming high dollar claimants.
    - Engagement rates for total population and target (high risk) population.
    - Treatments and procedures provided (by CPT) and patient diagnoses (ICD-10).
    - Ancillary services provided including lab procedures, diagnostic tests, and ancillary services
    - Percent of patients outside of normal range for blood pressure, lipids, glucose and BMI who have made measureable clinical improvement.
    - Predictive savings for redirected care and risk reduction.
    - Summary of medications most frequently prescribed.
  - Annual Standard Reporting
    - Risk stratification of the population served detailing prevalence rates for chronic conditions and major risk factors.
    - Engagement rates for total and target populations, by location and/or job class, if appropriate.
    - Changes to prevalence rates since go live.
    - Risk mitigation by condition and amount of mitigation by category
    - Patients with diabetes, asthma, and heart disease at the standard of care for their condition.
    - Trends in clinic volume by nature of visit (acute vs. health coaching).
    - Visit rate for total population and target population.
    - Total claim spend post go-live vs. predicted based on historical trend and enrollment.
    - Patient and client satisfaction with services provided.
    - Pay-for-performance scorecard based on contractual at-risk metrics as appropriate.
  - Ad Hoc/As Needed
    - Incentive reports itemizing patients who have achieved standard for incentives (e.g. completed screening, engaged in health coaching, enrolled and/or completed disease management program, completed activities, achieved outcomes such as percent improvement or improved to a range).
    - Percent and type of referrals made for specialty care.
    - E-Health Portal utilization.
    - Appointment statistics –# of filled appointments by time of day or day of week
  - Custom Reporting
    - Fixed fee provides up to 20 hours/year of custom reporting at no additional cost

- Member Communication and Health Promotion—multi-channel, co-branded, communication to market the health center and engage members in their health
    - Communication audit to align overall strategy with client culture and preference
    - Communication strategy at program launch, including press release, executive announcement, home mailings, member Welcome Package, video introduction, wall hangings, grand opening event
    - Ongoing health center promotional events, such as blood pressure screenings, cooking programs, grocery store tours, health fairs, open house, tour the e-health portal, refer-a-friend
    - Quarterly health engagement campaigns, email and print
    - "Healthy Like Me" social influence campaign
    - Roadmap to Care navigation tools
    - Weekly Wellness Challenges
    - Group programs and workshops
    - Health Promotion & Education Catalog of provider-led programs addressing:
        - Chronic conditions and illness prevention
        - Weight Management and Nutrition
        - Mental and Emotional Health
        - Fitness and Active Living

The annual fee does *not* include:

- Facility construction, leasing, and maintenance
- Non-medical furnishings such as work desks, conference table
- Internet and analog fax line
- Postage for home mailings
- Custom reporting beyond 20 hours/year or data transfers that exceed standard expectations of customization

Costs passed through to the customer (at no mark-up):

- Prescription medications such as vaccines and pre-packaged pharmaceuticals
- Mass biometric screenings
- Externally processed (non-CLIA waived) labs. Marathon Health offers three options for handling these costs: 1) lab bills against the plan as in typical medical practice, 2) lab invoices client directly at our negotiated rates, or 3) lab bills Marathon Health to pay on client's behalf, drawing from a client-funded escrow account.
- External Medical Review Officer (MRO) for confirming drug tests. These charges will be invoiced to the client directly, typically at a cost of $6/screen for full review or $15/screen for review of only positive drug tests.

Implementation

One-time start-up costs are quoted separately as Implementation Fees. These include project management, facility design support, medical equipment, supply inventory and ordering, staff recruiting (advertising, selection, onboarding, and training, including travel), technology and telephony set-up, copier and fax machine, demographic interfaces (development, support, and customization), and clinical licensing, registration, and regulatory compliance.

Marathon Health's annual fee covers a total population health management solution, and is your investment in a healthier, more productive workforce.

PD 19-20.035, Onsite Employee Health Clinic Administration
Public Notification

Date Added	Company Name	Email Address	Event Type
3/16/2020 13:54	Aetna	rcchristie@aetna.com	deliver
3/16/2020 13:54	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
3/16/2020 13:54	Brain Storm	eric@ericschnurer.com	deliver
3/16/2020 13:54	Businessolver	randrews@businessolver.com	deliver
3/16/2020 13:54	CareATC	paulmontgomery@careatc.com	deliver
3/16/2020 13:54	CareHere	pmcelerney@carehere.com	deliver
3/16/2020 13:54	Caspio	sam.godwin@caspio.com	deliver
3/16/2020 13:54	CELL STAFF LLC	bids@cellstaff.com	deliver
3/16/2020 13:54	Concentra	kpoe@concentra.com	deliver
3/16/2020 13:54	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
3/16/2020 13:54	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver
3/16/2020 13:54	Healthstat	David.Young@healthstatinc.com	deliver
3/16/2020 13:54	Marathon Health	jford@marathon-health.com	deliver
3/16/2020 13:54	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
3/16/2020 13:54	Premise Health	Clay.Elder@PremiseHealth.com	deliver
3/16/2020 13:54	QuadMed	mawilterdink@quadmedical.com	deliver
3/16/2020 13:54	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
3/16/2020 13:54	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
3/16/2020 13:54	Rx View LLC	info@therxview.com	deliver
3/16/2020 13:54	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
3/16/2020 13:54	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
3/16/2020 13:54	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
3/16/2020 13:54	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
3/16/2020 13:54	Witt O'Brien's LLC	leads@wittobriens.com	deliver
3/16/2020 13:55	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
3/16/2020 13:55	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
3/16/2020 13:58	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
3/16/2020 13:58	ProactiveMD	lness@proactive-md.com	deliver
3/16/2020 14:15	Premise Health	Clay.Elder@PremiseHealth.com	click
3/16/2020 14:59	CareATC	paulmontgomery@careatc.com	click
3/16/2020 16:30	Concentra	kpoe@concentra.com	click
3/17/2020 12:05	CareHere	pmcelerney@carehere.com	click
3/19/2020 9:31	Rx View LLC	info@therxview.com	click
3/16/2020 13:55	Enterprise Pals Inc.	nazim@enterprisepals.com	open
3/16/2020 13:55	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	open
3/16/2020 13:56	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	open
3/16/2020 14:01	CELL STAFF LLC	bids@cellstaff.com	open
3/16/2020 14:15	Patrick Chery International	patrickchery@johnmaxwellgroup.com	open
3/17/2020 12:03	CareHere	pmcelerney@carehere.com	open

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Addendum #1 Public Notification

Date Added	Company Name	Email Address	Event Type
3/20/2020 14:12	Activate Healthcare	josephmiller@activatehealthcare.com	deliver
3/20/2020 14:12	Activate Healthcare	junekim@activatehealthcare.com	deliver
3/20/2020 14:12	Aetna	rcchristie@aetna.com	deliver
3/20/2020 14:12	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
3/20/2020 14:12	Brain Storm	eric@ericschnurer.com	deliver
3/20/2020 14:12	Businessolver	randrews@businessolver.com	deliver
3/20/2020 14:12	CareATC	paulmontgomery@careatc.com	deliver
3/20/2020 14:12	CareHere	pmcelerney@carehere.com	deliver
3/20/2020 14:12	CareTeam	bhughes@careteamhealth.com	deliver
3/20/2020 14:12	Caspio	sam.godwin@caspio.com	deliver
3/20/2020 14:12	CELL STAFF LLC	bids@cellstaff.com	deliver
3/20/2020 14:12	Concentra	kpoe@concentra.com	deliver
3/20/2020 14:12	Concentra	mloporto@concentra.com	deliver
3/20/2020 14:12	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
3/20/2020 14:12	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
3/20/2020 14:12	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver
3/20/2020 14:12	Healthstat	David.Young@healthstatinc.com	deliver
3/20/2020 14:12	Healthstat Inc	meredith.lewis@healthstatinc.com	deliver
3/20/2020 14:12	Marathon Health	jford@marathon-health.com	deliver
3/20/2020 14:12	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
3/20/2020 14:12	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
3/20/2020 14:12	Premise Health	Clay.Elder@PremiseHealth.com	deliver
3/20/2020 14:12	ProactiveMD	lness@proactive-md.com	deliver
3/20/2020 14:12	QuadMed	mawilterdink@quadmedical.com	deliver
3/20/2020 14:12	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
3/20/2020 14:12	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
3/20/2020 14:12	Rx View LLC	info@therxview.com	deliver
3/20/2020 14:12	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
3/20/2020 14:12	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
3/20/2020 14:12	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
3/20/2020 14:12	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
3/20/2020 14:12	Witt O'Brien's LLC	leads@wittobriens.com	deliver
3/22/2020 5:15	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
3/22/2020 12:34	Activate Healthcare	josephmiller@activatehealthcare.com	deliver
3/22/2020 12:34	Activate Healthcare	junekim@activatehealthcare.com	deliver
3/22/2020 12:34	Aetna	rcchristie@aetna.com	deliver
3/22/2020 12:34	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
3/22/2020 12:34	Brain Storm	eric@ericschnurer.com	deliver
3/22/2020 12:34	Businessolver	randrews@businessolver.com	deliver
3/22/2020 12:34	CareATC	paulmontgomery@careatc.com	deliver
3/22/2020 12:34	CareHere	pmcelerney@carehere.com	deliver
3/22/2020 12:34	CareTeam	bhughes@careteamhealth.com	deliver
3/22/2020 12:34	Caspio	sam.godwin@caspio.com	deliver
3/22/2020 12:34	CELL STAFF LLC	bids@cellstaff.com	deliver
3/22/2020 12:34	Concentra	kpoe@concentra.com	deliver
3/22/2020 12:34	Concentra	mloporto@concentra.com	deliver
3/22/2020 12:34	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
3/22/2020 12:34	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
3/22/2020 12:34	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver

PD 19-20.035, Onsite Employee Health Clinic Administration

3/22/2020 12:34	Healthstat	David.Young@healthstatinc.com	deliver
3/22/2020 12:34	Healthstat Inc	meredith.lewis@healthstatinc.com	deliver
3/22/2020 12:34	Marathon Health	jblanchard@marathon-health.com	deliver
3/22/2020 12:34	Marathon Health	jford@marathon-health.com	deliver
3/22/2020 12:34	Marathon Health	lwinter@marathon-health.com	deliver
3/22/2020 12:34	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
3/22/2020 12:34	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
3/22/2020 12:34	Premise Health	Clay.Elder@PremiseHealth.com	deliver
3/22/2020 12:34	ProactiveMD	lness@proactive-md.com	deliver
3/22/2020 12:34	QuadMed	mawilterdink@quadmedical.com	deliver
3/22/2020 12:34	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
3/22/2020 12:34	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
3/22/2020 12:34	Rx View LLC	info@therxview.com	deliver
3/22/2020 12:34	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
3/22/2020 12:34	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
3/22/2020 12:34	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
3/22/2020 12:34	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
3/22/2020 12:34	Witt O'Brien's LLC	leads@wittobriens.com	deliver
3/22/2020 12:35	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
3/20/2020 14:18	Concentra	mloporto@concentra.com	click
3/22/2020 18:30	Concentra	mloporto@concentra.com	click
3/23/2020 7:11	Activate Healthcare	josephmiller@activatehealthcare.com	click
3/23/2020 8:07	CareHere	pmcelerney@carehere.com	click
3/23/2020 8:31	CareTeam	bhughes@careteamhealth.com	click
3/23/2020 8:32	Marathon Health	jblanchard@marathon-health.com	click
3/23/2020 9:37	Concentra	kpoe@concentra.com	click
3/24/2020 10:06	Healthstat	David.Young@healthstatinc.com	click
3/24/2020 11:55	DT-Trak Consulting Inc	nbertsch@dt-trak.com	click
3/25/2020 15:37	Activate Healthcare	junekim@activatehealthcare.com	click
4/1/2020 14:13	Healthstat	David.Young@healthstatinc.com	click
3/20/2020 14:12	Healthstat	David.Young@healthstatinc.com	open
3/20/2020 14:16	Activate Healthcare	josephmiller@activatehealthcare.com	open
3/20/2020 14:59	CELL STAFF LLC	bids@cellstaff.com	open
3/20/2020 15:08	Activate Healthcare	junekim@activatehealthcare.com	open
3/20/2020 16:54	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	open
3/20/2020 16:59	CareTeam	bhughes@careteamhealth.com	open
3/20/2020 21:34	The Sumlin Group Llc	mikesumlin@yahoo.com	open
3/22/2020 14:37	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	open
3/22/2020 17:04	Marathon Health	jblanchard@marathon-health.com	open
3/22/2020 18:33	Concentra	mloporto@concentra.com	open
3/23/2020 9:38	Concentra	kpoe@concentra.com	open
3/23/2020 9:52	Concentra	kpoe@concentra.com	open
3/23/2020 10:17	CELL STAFF LLC	bids@cellstaff.com	open
3/23/2020 11:26	Marathon Health	jford@marathon-health.com	open
3/25/2020 13:28	ProactiveMD	lness@proactive-md.com	open
3/25/2020 13:29	ProactiveMD	lness@proactive-md.com	open
3/25/2020 15:33	Activate Healthcare	josephmiller@activatehealthcare.com	open

PD 19-20.035, Onsite Employee Health Clinic Administration
Addendum #2 Public Notification

Date Added	Company Name	Email Address	Event Type
4/9/2020 16:07	Activate Healthcare	josephmiller@activatehealthcare.com	deliver
4/9/2020 16:07	Activate Healthcare	junekim@activatehealthcare.com	deliver
4/9/2020 16:07	Aetna	rcchristie@aetna.com	deliver
4/9/2020 16:07	Atlas Aegis LLC	anthony.caudle@atlasaegis.com	deliver
4/9/2020 16:07	Atlas Aegis LLC	Barry.Wallace@atlasaegis.com	deliver
4/9/2020 16:07	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
4/9/2020 16:07	Brain Storm	eric@ericschnurer.com	deliver
4/9/2020 16:07	Businessolver	randrews@businessolver.com	deliver
4/9/2020 16:07	CareATC	paulmontgomery@careatc.com	deliver
4/9/2020 16:07	CareATC Inc.	chelseyhernandez@careatc.com	deliver
4/9/2020 16:07	CareHere	pmcelerney@carehere.com	deliver
4/9/2020 16:07	CareTeam	bhughes@careteamhealth.com	deliver
4/9/2020 16:07	Caspio	sam.godwin@caspio.com	deliver
4/9/2020 16:07	CELL STAFF LLC	bids@cellstaff.com	deliver
4/9/2020 16:07	Concentra	kpoe@concentra.com	deliver
4/9/2020 16:07	Concentra	mloporto@concentra.com	deliver
4/9/2020 16:07	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
4/9/2020 16:07	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
4/9/2020 16:07	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver
4/9/2020 16:07	Healthstat	David.Young@healthstatinc.com	deliver
4/9/2020 16:07	Healthstat Inc	meredith.lewis@healthstatinc.com	deliver
4/9/2020 16:07	Marathon Health	jblanchard@marathon-health.com	deliver
4/9/2020 16:07	Marathon Health	jford@marathon-health.com	deliver
4/9/2020 16:07	Marathon Health	lwinter@marathon-health.com	deliver
4/9/2020 16:07	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
4/9/2020 16:07	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
4/9/2020 16:07	Premise Health	Clay.Elder@PremiseHealth.com	deliver
4/9/2020 16:07	ProactiveMD	lness@proactive-md.com	deliver
4/9/2020 16:07	QuadMed	kkube@quadmedical.com	deliver
4/9/2020 16:07	QuadMed	mawilterdink@quadmedical.com	deliver
4/9/2020 16:07	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
4/9/2020 16:07	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
4/9/2020 16:07	Rx View LLC	info@therxview.com	deliver
4/9/2020 16:07	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
4/9/2020 16:07	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
4/9/2020 16:07	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
4/9/2020 16:07	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
4/9/2020 16:07	Witt O'Brien's LLC	leads@wittobriens.com	deliver
4/9/2020 16:08	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
4/8/2020 20:03	CareATC	paulmontgomery@careatc.com	click
4/9/2020 12:21	CareATC	paulmontgomery@careatc.com	click
4/9/2020 17:27	CareATC Inc.	chelseyhernandez@careatc.com	click
4/10/2020 8:24	Activate Healthcare	josephmiller@activatehealthcare.com	click
4/10/2020 11:18	Healthstat	David.Young@healthstatinc.com	click
5/5/2020 17:05	CareATC	paulmontgomery@careatc.com	click
4/8/2020 20:05	CareATC	paulmontgomery@careatc.com	open
4/9/2020 7:49	CareATC	paulmontgomery@careatc.com	open
4/9/2020 16:09	Activate Healthcare	josephmiller@activatehealthcare.com	open
4/9/2020 16:10	CareATC	paulmontgomery@careatc.com	open

PD 19-20.035, Onsite Employee Health Clinic Administration

4/9/2020 16:12	Concentra	kpoe@concentra.com	open
4/9/2020 16:13	QuadMed	kkube@quadmedical.com	open
4/9/2020 16:25	CELL STAFF LLC	bids@cellstaff.com	open
4/9/2020 16:30	Patrick Chery International	patrickchery@johnmaxwellgroup.com	open
4/9/2020 16:56	Brain Storm	eric@ericschnurer.com	open
4/10/2020 7:32	Businessolver	randrews@businessolver.com	open
4/10/2020 8:32	ProactiveMD	lness@proactive-md.com	open
4/10/2020 10:07	CareHere	pmcelerney@carehere.com	open
4/10/2020 12:42	Healthstat	David.Young@healthstatinc.com	open
4/10/2020 14:41	Marathon Health	jford@marathon-health.com	open
4/13/2020 10:19	Healthstat	David.Young@healthstatinc.com	open
4/13/2020 22:48	Atlas Aegis LLC	anthony.caudle@atlasaegis.com	open
4/15/2020 10:19	Concentra	kpoe@concentra.com	open
4/16/2020 14:47	Healthstat	David.Young@healthstatinc.com	open
4/28/2020 10:15	Premise Health	Clay.Elder@PremiseHealth.com	open

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18210 **County Administrator's Report 11. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Five Flags Sertoma Club
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for Five Flags Sertoma Club, "Food Baskets for the Needy" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $1,000 to Five Flags Sertoma Club, "Food Baskets for the Needy", from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

Five Flags Sertoma Club will be giving out food baskets to needy families in December of 2020. Family names are provided by Caring Hearts Caring Hands and the Warrington Emergency Air Center.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Five Flags Sertoma Club to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18237 **County Administrator's Report 11. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/16/2020
Issue: Purchase Order for Public Health "Mask Up Escambia" Campaign Postcard Mailer
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to Issue a Purchase Order for Public Health "Mask Up Escambia" Campaign Postcard Mailer - Janice P. Gilley, County Administrator

That the Board approve and authorize the County Administrator to sign a Purchase Order to DLUX Printing, for Public Health "Mask Up Escambia" Campaign Postcard Mailer including postage, in the amount of $33,577.25.

COVID-19 CARES	
Vendor/Contractor	Amount
DLUX Printing	$33,577.25

BACKGROUND:

During the July 2, 2020, BCC Meeting, the Board directed a public health "Mask Up Escambia" campaign postcard mailout. A sample of the postcard was shared with the Board.

BUDGETARY IMPACT:

Public Health Campaign To be billed to COVID-19 CARES.

COVID-19 CARES	
Vendor/Contractor	**Amount**
DLUX Printing	$33,577.25

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Public health campaign postcards to be mailed to Escambia County citizens upon approval of request.

Attachments

DLUX Quote
Bodree Quote
Evergreen Quote
District 1, Commissioner Bergosh Postcard
District 2, Commissioner Underhill Postcard
District 3, Commissioner May Postcard
District 4, Commissioner Bender Postcard
District 5, Commissioner Barry Postcard

July 6, 2020

Escambia County Board of Commissioners
Laura Coale
221 PALAFOX PLACE Suite 420
Pensacola, FL 32502

Estimate No.: **937474**
Sales Rep:

We are pleased to submit the following quotation:

Project Name:	**Face Mask Postcard Mailer Including Postage**
Size:	Finished: 5 x 7 "
Sheet:	Two sided CMYK
Paper:	12pt. C2S 170 lb
Finishing:	Trim
Packaging:	Carton Pack

Price for 117,403 Cards $33,577.25

Account Manager _____ Estimate No. 937474
Darrell Jensen

Bodree Printing Mailing & Signs
3310 North W Street, Pensacola, Florida 32505
(850) 455-8511

Estimate Number: 24746 7/6/2020

Phone: 595-3629

Customer Service Rep: Gay Bodree

Laura Coale
Escambia Cty. Board of Comissioners
221 Palafox Place
Suite 410
Pensacola, FL 32501

This estimate includes all operations and materials to complete the work as specified below based on standard trade customs. If you have any questions about the estimate, please contact us as soon as possible. This estimate is valid for 30 days from the date that is printed on this form. We appreciate doing business with you and hope that in the near future we can be of service to you.

Please note that we can only accept files that have been produced using industry standard software such as InDesign, Quark, Freehand, PageMaker, etc. If you are creating your item using programs such as Word, Publisher, or Print Shop, we may be unable to use the files or it will require additional time resulting in additional charges.

(Note: Prices do not include 7.5% sales tax)

Quantities	**117403**	**0**	**0**
Unit Cost:	$0.29046	$0	$0
Estimate Price	**$34,100.85**	**$0.00**	**$0.00**

Estimate Specifications

Description:	Postcards - 5 versions
Type of Estimate:	Flat Sheet
Finished Size:	5 x 7
Stock Description:	Carolina C2S Cover W42047, White, 14PT
Ink Colors Front:	Process, Process, Process, Process
Ink Colors Back:	Process, Process, Process, Process
Graphics Operation:	Preflight Files (30 Minutes)
Additional Operations:	Addressing, Plate changes, Postage

Authorized By:_____ **Date:**_____

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 1 Quote

Proposal ID: P64071

Laura Coale
Escambia County
221 Palafox
Pensacola, FL

Proposal Date
6/29/2020
Phone: (850) 595-3629
Fax:
Email: lacoale@myescambia.com

Mail Services				Per Piece	Total
Pieces: 23696					
Level 1 Addressing Letters				0.04000	$947.84
Pieces: 1					
Provide NCOA services to Client mailing list				35.00000	$35.00
				Mail Services Total:	**$982.84**

Print Services				Per Piece	Total
Pieces: 23696	**Item: Postcard**	**Stock: 16pt UV**	**Color: 4/4 Bleed**	**Finish Size: 5 x 7"**	
Printing Services				0.05480	$1,297.50
				Print Services Total:	**$1,297.50**

Estimated Postage			
Pieces: 23696	Piece Count	Per Piece	Total
Estimated Postage	23696	0.30000	$7,108.80
		Estimated Postage Total:	**$7,108.80**

****** Please see next page for your Proposal Total ******

******* Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *******

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 1 Quote

Proposal ID: P64071

Proposal Total:	$9,389.14
Sales Tax:	0.00
Project Total:	**$9,389.14**

Fax or mail your signed acceptance of this proposal and Evergreen will proceed with the above Services.
The above prices are valid for 30 days.

Signature **Title** **Date**

***** Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *****

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 2 Quote

Proposal ID: P64071

Laura Coale
Escambia County
221 Palafox
Pensacola, FL

Proposal Date
6/29/2020

Phone: (850) 595-3629
Fax:
Email: lacoale@myescambia.com

Mail Services

	Per Piece	Total
Pieces: 24647		
Level 1 Addressing Letters	0.04000	$985.88
Pieces: 1		
Provide NCOA services to Client mailing list	35.00000	$35.00
	Mail Services Total:	**$1,020.88**

Print Services

					Per Piece	Total
Pieces: 24647	**Item: Postcard**	**Stock: 16pt UV**	**Color: 4/4 Bleed**	**Finish Size: 5 x 7"**		
Printing Services					0.05260	$1,297.50
				Print Services Total:		**$1,297.50**

Estimated Postage

Pieces: 24647	Piece Count	Per Piece	Total
Estimated Postage	24647	0.30000	$7,394.10
	Estimated Postage Total:		**$7,394.10**

****** Please see next page for your Proposal Total ******

******* Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *******

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 2 Quote

Proposal ID: P64071

Proposal Total:	$9,712.48
Sales Tax:	0.00
Project Total:	**$9,712.48**

Fax or mail your signed acceptance of this proposal and Evergreen will proceed with the above Services.
The above prices are valid for 30 days.

Signature **Title** **Date**

***** Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *****

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 3 Quote

Proposal ID: P64071

Laura Coale
Escambia County
221 Palafox
Pensacola, FL

Proposal Date
6/29/2020
Phone: (850) 595-3629
Fax:
Email: lacoale@myescambia.com

Mail Services				Per Piece	Total
Pieces: 21419					
Level 1 Addressing Letters				0.04000	$856.76
Pieces: 1					
Provide NCOA services to Client mailing list				35.00000	$35.00
				Mail Services Total:	**$891.76**

Print Services				Per Piece	Total
Pieces: 21419	**Item: Postcard**	**Stock: 16pt UV**	**Color: 4/4 Bleed**	**Finish Size: 5 x 7"**	
Printing Services				0.06060	$1,297.50
				Print Services Total:	**$1,297.50**

Estimated Postage			
Pieces: 21419	Piece Count	Per Piece	Total
Estimated Postage	21419	0.30000	$6,425.70
	Estimated Postage Total:		**$6,425.70**

****** Please see next page for your Proposal Total ******

******* Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *******

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 3 Quote

Proposal ID: P64071

Proposal Total:	$8,614.96
Sales Tax:	0.00
Project Total:	**$8,614.96**

Fax or mail your signed acceptance of this proposal and Evergreen will proceed with the above Services.
The above prices are valid for 30 days.

Signature **Title** **Date**

***** Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *****

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 4 Quote

Proposal ID: P64071

Laura Coale
Escambia County
221 Palafox
Pensacola, FL

Proposal Date
6/29/2020
Phone: (850) 595-3629
Fax:
Email: lacoale@myescambia.com

Mail Services				Per Piece	Total
Pieces: 25570					
Level 1 Addressing Letters				0.03966	$1,014.05
Pieces: 1					
Provide NCOA services to Client mailing list				35.00000	$35.00
				Mail Services Total:	**$1,049.05**

Print Services				Per Piece	Total
Pieces: 25570	**Item: Postcard**	**Stock: 16pt UV**	**Color: 4/4 Bleed**	**Finish Size: 5 x 7"**	
Printing Services				0.05070	$1,297.50
				Print Services Total:	**$1,297.50**

Estimated Postage

Pieces: 25570	Piece Count	Per Piece	Total
Estimated Postage	25570	0.30000	$7,671.00
		Estimated Postage Total:	**$7,671.00**

****** Please see next page for your Proposal Total ******

******* Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *******

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 4 Quote

Proposal ID: P64071

Proposal Total:	$10,017.55
Sales Tax:	0.00
Project Total:	**$10,017.55**

Fax or mail your signed acceptance of this proposal and Evergreen will proceed with the above Services.
The above prices are valid for 30 days.

Signature **Title** **Date**

***** Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *****

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 5 Quote

Proposal ID: P64071

Laura Coale
Escambia County
221 Palafox
Pensacola, FL

Proposal Date
6/29/2020
Phone: (850) 595-3629
Fax:
Email: lacoale@myescambia.com

Mail Services		Per Piece	Total
Pieces: 22071			
Level 1 Addressing Letters		0.04000	$882.84
Pieces: 1			
Provide NCOA services to Client mailing list		35.00000	$35.00
		Mail Services Total:	**$917.84**

Print Services				Per Piece	Total
Pieces: 22071	**Item: Postcard**	**Stock: 16pt UV**	**Color: 4/4 Bleed**	**Finish Size: 5 x 7"**	
Printing Services				0.05880	$1,297.50
				Print Services Total:	**$1,297.50**

Estimated Postage

Pieces: 22071	Piece Count	Per Piece	Total
Estimated Postage	22071	0.30000	$6,621.30
		Estimated Postage Total:	**$6,621.30**

****** Please see next page for your Proposal Total ******

******* Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *******

318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: Dist. 5 Quote

Proposal ID: P64071

Proposal Total:	$8,836.64
Sales Tax:	0.00
Project Total:	**$8,836.64**

Fax or mail your signed acceptance of this proposal and Evergreen will proceed with the above Services.
The above prices are valid for 30 days.

Signature **Title** **Date**

***** Mailing fees and postal costs are due prior to delivery of mail to the Postal Center *****

MASK UP, Escambia!

Avoid the "Three C's"
Closed spaces - with poor ventilation
Crowded places - with many people nearby
Close-contact settings - such as close-range conversations

As recommended by the CDC, wear a mask to protect others.

Important Message from District 1 County Commissioner Jeff Bergosh

In addition to the "Three C's":

It is recommended to wear your mask to protect yourself and those around you.

Clean items used by multiple people with disinfectant.

Wash your hands with soap and water for at least 20 seconds.

Stay home if you are sick or have symptoms.

Commissioner Jeff Bergosh
Board of County Commissioners, District 1
221 Palafox Place, Suite 410
Pensacola, FL 32502

PRSRT STANDARD
US POSTAGE
PAID
PENSACOLA, FL
PERMIT NO. 701

For Escambia County test site information, please visit:
myescambia.com/covid-19

ESCAMBIA COUNTY • FLORIDA •

MASK UP, Escambia!

Avoid the "Three C's"
Closed spaces - with poor ventilation
Crowded places - with many people nearby
Close-contact settings - such as close-range conversations

As recommended by the CDC, wear a mask to protect others.

Important Message from District 2 County Commissioner Doug Underhill

In addition to the "Three C's":

It is recommended to wear your mask to protect yourself and those around you.

Clean items used by multiple people with disinfectant.

Wash your hands with soap and water for at least 20 seconds.

Stay home if you are sick or have symptoms.

Commissioner Doug Underhill
Board of County Commissioners, District 2
221 Palafox Place, Suite 410
Pensacola, FL 32502

PRSRT STANDARD
US POSTAGE
PAID
PENSACOLA, FL
PERMIT NO. 701

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myescambia.com/covid-19

ESCAMBIA COUNTY FLORIDA

MASK UP, Escambia!

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Closed spaces - with poor ventilation
Crowded places - with many people nearby
Close-contact settings - such as close-range conversations

As recommended by the CDC, wear a mask to protect others.

Important Message from District 3 County Commissioner Lumon May

In addition to the "Three C's":

It is recommended to wear your mask to protect yourself and those around you.

Clean items used by multiple people with disinfectant.

Wash your hands with soap and water for at least 20 seconds.

Stay home if you are sick or have symptoms.

Commissioner Lumon May
Board of County Commissioners, District 3
221 Palafox Place, Suite 410
Pensacola, FL 32502

PRSRT STANDARD
US POSTAGE
PAID
PENSACOLA, FL
PERMIT NO. 701

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myescambia.com/covid-19

ESCAMBIA COUNTY • FLORIDA •

MASK UP, Escambia!

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Closed spaces - with poor ventilation
Crowded places - with many people nearby
Close-contact settings - such as close-range conversations

As recommended by the CDC, wear a mask to protect others.

Important Message from District 4 County Commissioner Robert Bender

In addition to the "Three C's":

It is recommended to wear your mask to protect yourself and those around you.

Clean items used by multiple people with disinfectant.

Wash your hands with soap and water for at least 20 seconds.

Stay home if you are sick or have symptoms.

Commissioner Robert Bender
Board of County Commissioners, District 4
221 Palafox Place, Suite 410
Pensacola, FL 32502

PRSRT STANDARD
US POSTAGE
PAID
PENSACOLA, FL
PERMIT NO. 701

For Escambia County test site information, please visit:
myescambia.com/covid-19

ESCAMBIA COUNTY • FLORIDA •

MASK UP, Escambia!

Avoid the "Three C's"
Closed spaces - with poor ventilation
Crowded places - with many people nearby
Close-contact settings - such as close-range conversations

As recommended by the CDC, wear a mask to protect others.

Important Message from District 5 County Commissioner Steven Barry

In addition to the "Three C's":

It is recommended to wear your mask to protect yourself and those around you.

Clean items used by multiple people with disinfectant.

Wash your hands with soap and water for at least 20 seconds.

Stay home if you are sick or have symptoms.

Commissioner Steven Barry
Board of County Commissioners, District 5
221 Palafox Place, Suite 410
Pensacola, FL 32502

PRSRT STANDARD
US POSTAGE
PAID
PENSACOLA, FL
PERMIT NO. 701

For Escambia County test site information, please visit:
myescambia.com/covid-19

ESCAMBIA COUNTY • FLORIDA •

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18197 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/16/2020
Issue: Local Government Area of Opportunity funding for 9% Housing Tax Credit Applications
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Area of Opportunity Funding for 9% Housing Tax Credit Applications - Clara Long, Neighborhood & Human Services Director

That the Board take the following action concerning Local Government Area of Opportunity funding for 9% Housing Tax Credit Applications through the Florida Housing Finance Corporation (FHFC):

A. Approve, and authorize the County Administrator to sign, the Local Government Verification of Contribution Loan Form, subject to legal review and signoff, in support of the Local Government Area of Opportunity for 9% Housing Tax Credits under RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties for Leah Gardens, in the amount of $460,000, with funding to be provided by the Escambia County Housing Finance Authority; **OR**

B. Support the provision of funds for a Local Government Area of Opportunity, in the amount of $460,000, as required by RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties, to support one multi-family development Application, with funding to be provided by SHIP and Affordable Housing funds; and

C. Approve the local Application form and timelines, to include some flexibilities regarding local community meetings due to COVID-19.

Vendor/Contractor	Funding	Amount	Contract Number

Vendor: TVC Development (Leah Gardens) **OR** Vendor: TBD	Escambia County Housing Finance Authority **OR** Fund 120/2021 SHIP, Cost Center 370208 [$100,000] and Fund 124/Affordable Housing, Cost Center 370290 [$360,000]	$460,000	N/A

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. For this fiscal year, FHFC is not requiring developers to secure a local government contribution as a mandatory component of the application for the 9% Housing Tax Credit applications under RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties.

It is anticipated that FHFC will release the request for applications (RFA) in August 2020, for RFA 2020-201, with Applications due in November 2020. FHFC has announced several special funding goals for this RFA, which would give developments a priority for funding if they meet one of the goals. The statewide goals this year for the Medium and Small Counties are as follows:

- Five Medium County Local Government Area of Opportunity Applications, with a preference that three of the Applications had been submitted but not funded in RFA 2019-113, and two of the Applications were not submitted in RFA 2019-113
- Two Family Developments that qualify as either Geographic Area of Opportunity Developments or SADDA Developments
- One Application that qualifies for the Revitalization Goal
- One Medium County Application that qualifies for the SunRail Goal (within 0.5 miles of a SunRail station)

The Local Government Area of Opportunity preference requires a local government to support one development and commit to providing a minimum funding amount based on County size. This year, the minimum funding commitment for a development in Escambia County will be $460,000 (last year's funding commitment was $354,000). The State Housing Initiatives Partnership (SHIP) program funding for FY 2020-21, was line item vetoed by the Governor. There are minimal SHIP funds to support this from SHIP program income which would need to be supplemented from Fund 124/Affordable Housing if the County wants to provide an open competitive application this year.

Alternately, since FHFC is providing a "super" preference for three applications submitted in 2019 as a Local Government Area of Opportunity but not selected for funding, the Board can provide support for Leah Gardens, which the Board supported as the Local Government Area of Opportunity under RFA 2019-113 last

year (Exhibit I). If the Board selects this option, the Escambia County Housing Finance Authority Board has voted to provide the required $460,000 local government funding.

If the Board does not move forward with Leah Gardens, the County needs to issue its Application as soon as possible. The application still contains community outreach requirements, but has provided some flexibility regarding in-person meetings due to COVID-19. The Application included with this Recommendation has also been updated from prior years to reflect current dates, deadlines, and RFA numbers. No developments may be in located Census Tract 16 as it qualifies as a RECAP (Racially and Ethnically Concentrated Areas of Poverty) area as directed by earlier Board policy. Staff is proposing submission of the local Application by September 18, 2020, in order to place the item on the October 15, 2020, Board agenda for Board consideration.

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state. Developments selected as the County's Local Government Area of Opportunity (LGAOO) will receive a preference for funding. Five of these developments will be funded statewide, with FHFC giving preference to three developments submitted as the LGAOO from last year's cycle, which would give an advantage to Leah Gardens, which the County supported last year. If the County approves Leah Gardens, the Escambia County Housing Finance Authority will fund the required $460,000. If the County wants to solicit open applications, then funding will come from a combination of SHIP Program Income and Affordable Housing funds. This funding will only be provided in the event the development is selected for funding under the 2020-201 application cycle.

Vendor/Contractor	Funding	Amount	Contract Number
Vendor: TVC Development (Leah Gardens) **OR** Vendor: TBD	Escambia County Housing Finance Authority **OR** Fund 120/2021 SHIP, Cost Center 370208 [$100,000] and Fund 124/Affordable Housing, Cost Center 370290 [$360,000]	$460,000	N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

FHFC has not released the Local Government Verification of Contribution form at this time. If the Board approves support of Leah Gardens, the form will be reviewed and approved by legal prior to signoff by the County Administrator.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Review of the application process, including proposed changes, must be approved by the Board. Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

If the Board determines they want to fund the Applications with County funds, the Neighborhood Enterprise Division will post the Application online and will review applications with the support of other County departments including Development Services.

Attachments

Ex I-BCC Minutes 10-17-19 Leah Gardens

Ex II-9% HTC Application

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board consider potential enhancements and additions to the existing Lexington Terrace Park. Enhancements to be reviewed and considered may include, but are not limited to, a dirt bike racing track, a public-accessible bike path area, and a disc golf course.

For Information: The Board provided positive feedback regarding the request from Michael Rhodes, Parks and Recreation Director, to move forward with looking for funding sources for the project.
Disposition: No action taken
Speaker(s): Ryan Bunch, Joseph J. Robinson, and Larry Downs, Jr.

4. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Local Government Verification of Contribution Loan Form in support of the Local Government Area of Opportunity for RFA 2019-113 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties for Leah Gardens, in the amount of $354,000.

[Funding: Escambia County Housing Finance Authority]

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT AREA OF OPPORTUNITY
FOR FHFC HOUSING TAX CREDITS
[RFA 2020-201]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the Local Government Area of Opportunity Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2020-201 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Any funding to be provided by Escambia County State Housing Initiatives Partnership (SHIP) Program and/or Escambia County Affordable Housing program funds will be available only for proposals that meet the County's criteria. Successful applicant must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided. Only one application will be supported for the Local Government Area of Opportunity.

Escambia County funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms. Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS/SPECIAL NEEDS SET ASIDE FUNDING:

Developments that must commit a set aside of TWO (2) units for a homeless or special needs household. The units must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on the units must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC. The developer may set aside two homeless units, two special needs units, or one of each; the set aside unit requirement is TWO units total.

For homeless units, the developer must commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds.

For special needs units, the developer would need to commit to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

The current 30% SHIP income and rent limits (4/1/20 effective date) for Escambia County are as follows (please note that FHFC Multifamily Rental Program Extremely Low Income and rent limits posted for Escambia County may differ from the amounts below):

Household Size	Income Limit
1	$13,850
2	17,240
3	21,720
4	26,200

Bedroom Size	Monthly Rent Limit
0	$346
1	$388
2	$543
3	$711

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following regarding Escambia County funding:
   a. All units supported by County funds must remain affordable for a minimum of 15 years.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. Annual monitoring of the project for compliance with occupancy, rent and income limits, resident program offerings, and property conditions will be required.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. Funding commitments are good through June 30, 2021 for RFA 2020-201.
4. Incomplete applications will not be considered.
5. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.
6. Scoring criteria is provided at the end of this document.

7. Any clarification, correction, or change to this application will be made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2020-201
Application Deadline:	5 p.m., September 18, 2020
Board of County Commissioners Meeting:	9 a.m., October 15, 2020

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered. All threshold requirements must be met at the time of application.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (5) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments. The address and site considered for review and funding under this RFA must match the address and site reviewed by the applicable review body.
   a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.
   b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655

or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Administrator, at 850-858-0323 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

5. Evidence of Site Control as documented by a deed or certificate of title, executed eligible contract or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 years' experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development by submission of the property owner contact list utilized as well as any other available confirmation. Copies of flyers, emails, mailouts, print advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents. Please notify the County in advance at HTC@myescambia.com of the date and time of the meeting.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON. Applicant or its principals may not be in default with any County housing programs.

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
*Please submit the entire application on one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 6-11)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide executed evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: **Number of Set Aside Units:** _____

Is project located in a 2020 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
81-140% AMI					
TOTALS:					

TOTAL UNITS: _____

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
81-140% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the FHFC minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Developer must provide TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

_____ Number of Homeless Units
_____ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____ Date: _____

SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Reviewer: _____

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC or Escambia County? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Did the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	**10**	
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		

*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for ELI homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	
*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18236 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/16/2020
Issue: Escambia County Health Department Administrator
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Health Department Administrator - Janice P. Gilley, County Administrator

That the Board concur with the Florida State Surgeon General, Dr. Scott Rivkees, on the appointment of Marie Mott as the Administrator of the Florida Department of Health in Escambia County.

BACKGROUND:

This position serves one of the 67 County Health Departments in the State of Florida. Responsibilities include the direction, supervision, and evaluation of a wide variety of health programs including, but not limited to, environmental health, chronic disease, preparedness and response, family planning, communicable disease, and vital statistics.

The position requires extesive experience in the management and administration of public health programs, essential public health services, health policy issues, public health advocacy, and working with elected officials, governmental bodies, community partners, and the media; as well as a demonstrated knowledge of fiscal and budget management, human resource management, information systems, and a demonstrated capacity to lead an organization through a continuous quality management process.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel required for this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

County health departments sustain the partnership between the Florida Department of Health and County government pursuant to Section 154.04, Florida Statues. In keeping with state law, as well as the desire to maintain this important partnership, the Florida Department of Health works collectively with County government when selecting a new health department administrator.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Marie Mott Offer Letter
BCC Letter
Marie Mott Resume

July 10, 2020

Marie B. Mott, JD, MS, RDN, CSSD, LDN
1407-A Sonia Street
Pensacola, Florida 32502

Dear Ms. Mott:

It is my pleasure to confirm our offer of employment as Administrator of the Florida Department of Health in Escambia County. This offer is contingent upon the concurrence of your appointment by the Escambia County Board of County Commissioners.

A letter to the Board requesting time on their agenda to present your appointment has been sent and a copy is included with this letter for your records. It is anticipated your appointment will be presented at their next meeting.

Your bi-weekly salary will be $4,423.08. This position is a Senior Management Service (SMS) position within the State's personnel system. Prorated fringe benefits include 176 hours of annual leave and 104 hours of sick leave every year on your anniversary date. State group health (individual or family), life, and disability insurance are available to you as offered by the State of Florida.

Your proposed start date will be discussed once all approvals are confirmed.

I look forward to working with you as we strive to achieve the mission of the Florida Department of Health, *to protect, promote, and improve the health of all people in Florida through integrated state, county, and community efforts.*

Sincerely,

Scott A. Rivkees, MD
State Surgeon General

Enclosure

July 10, 2020

Mr. Steven Barry, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Dear Chairman Barry:

The Florida Department of Health requests concurrence from the Escambia County Board of County Commissioners on the appointment of Marie Mott as the Administrator of the Florida Department of Health in Escambia County. County health departments sustain the partnership between the Florida Department of Health and county government pursuant to section 154.04, Florida Statutes. In keeping with state law, as well as our desire to maintain this important partnership, the Florida Department of Health works collectively with county government when selecting a new health department administrator.

Ms. Mott has an excellent and diverse background in all aspects of public health and has demonstrated her ability as a skilled leader. I believe Ms. Mott will be an asset to the Florida Department of Health and Escambia County as its new health department administrator.

The Department is requesting time on the agenda during your upcoming meeting to request concurrence on the appointment of Marie Mott, as the Administrator of the Florida Department of Health in Escambia County. If you or any member of the Board of County Commissioners have questions or would like more information regarding Ms. Mott, please feel free to contact Beth Paterniti, Director of County Health Systems at 850-245-4243.

I appreciate the support of the Board of County Commissioners and the community in selecting the best candidate for the people of Escambia County.

Sincerely,

Scott A. Rivkees, MD
State Surgeon General

cc: Janice P. Gilley, Escambia County Administrator

Mrs. Marie Brady Mott
1407-A Sonia Street
Pensacola, Florida 32502
mariebmott@gmail.com

February 26, 2020

Ms. Beth A. Paterniti, MPA
Director of Statewide Services Administration
Office of the Deputy Secretary for County Health Systems
Florida Department of Health

Dear Ms. Paterniti,

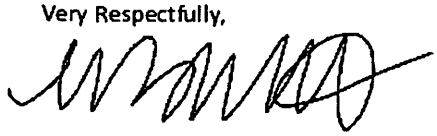
I respectfully submit my application for the position of Health Officer and Administrator for the Florida Department of Health in Escambia County. My enthusiasm to take on this opportunity to serve our organization and our community is driven by my long-standing purpose to positively impact others' lives. Serving as the Health Officer would fulfill this purpose by empowering me to develop and lead a dynamic team of public health professionals in our work to promote health and reduce health inequities among those individuals living in, and visiting, Escambia County.

I possess a unique alignment of skills, knowledge, and experience that will enable me to serve our team and our community. My educational background involves the study of liberal arts, law, and allied health sciences, as well as professional training. The scope of my training and education demonstrates my ability to master an understanding of a broad range of subject matters, and my work experience shows an ability to apply acquired knowledge in a variety of professional situations. I have enjoyed the opportunities to work in not only clinical, community, and public health practice settings, but also in developing and delivering a variety of public communications, marketing, developing delivering technical training and education to audiences in a wide range of fields, professional consultation to individuals and to interdisciplinary work groups, legal practice, business and executive organizational management, and team leadership. I also appreciate the recent opportunities that I have been afforded to grow as a leader by participating in our local and statewide leadership development programs. I look forward to continuing to develop the knowledge and skills imparted to me in those programs for the betterment of my team and our organization.

I have developed a deep passion for public health work and the role that it plays in our community and in the world around us. My combination of training, skills, and experiences enhances my value as a county health department leader. I am eager to take on this opportunity to grow and to expand my skills and abilities as a leader and practitioner in public health.

Thank you for considering my application. I look forward to speaking with you about serving our organization in this role.

Very Respectfully,



Marie Brady Mott, JD, MS, RDN, CSSD, LDN

Marie Brady Mott

850.221.2794, mariebmott@gmail.com

PROFESSIONAL CREDENTIALS

Attorney and Counselor at Law — 1995-present
Admitted: The Florida Bar
The Alabama Bar Association
United States District Court for the Southern District of Alabama

Registered Dietitian: Commission on Dietetic Registration — 2002-present
Licensed Dietitian/Nutritionist in Alabama and Florida
Certified Specialist in Sports Dietetics: Commission on Dietetic Registration — 2011-present

EDUCATION

Master of Science in Human Nutrition — May 2002
University of Alabama, College of Human Environmental Sciences

Doctor of Jurisprudence — May 1995
University of Alabama, School of Law

Bachelor of Arts in History and Political Science — May 1992
University of Montevallo, College of Arts and Sciences

EXPERIENCE

Present Employment: Public Health Services Manager E – SES, July 2019-present
Florida Department of Health, Escambia County, Florida.

Other Experience: Small Business Owner, 2012-Present
Cycle Therapy of Mobile, Inc. (2012-2018) and
Cycle Therapy of Florida, Inc. (2015-present)
(doing business as Trek Bicycle Store)

Florida Department of Health, Escambia County, Florida.
Public Health Communications Manager – SES, Feb. 2015-Jul. 2019
Public Health Nutritionist Supervisor, Mar. 2008-Feb. 2015
Senior Public Health Nutritionist, Dec. 2007-Mar. 2008

Medical Nutrition Therapist, Feb. 2007-Feb. 2008
White Wilson Medical Center, Fort Walton Beach, Florida.

Clinical Dietitian, South Alabama & Florida Areas, Oct. 2005-Feb. 2007
Lincare Enteral Services.

Clinical Dietitian, Critical Care/Nutrition Support, Jul. 2002-Oct. 2005
University of South Alabama Medical Center, Mobile, Alabama.

Graduate Trainee in Clinical Nutrition, Feb.-June 2002
University of Alabama at Birmingham, Department of Pediatric Medicine,
Children's Hospital, Birmingham, Alabama.

Coordinated Program in Dietetics, Jan. 2001-Feb. 2002
University of Alabama, Tuscaloosa, Alabama.

Associate, 1999-2000
Law Offices of Reeves and Davis, Pensacola Florida.

Associate, 1998-1999
Law Offices of P. David Matheny, Bay Minette, Alabama

Assistant District Attorney; Special Assistant Attorney General, 1995-1998
Office of the District Attorney for the 28th Judicial Circuit of Alabama

PROFESSIONAL AFFILIATIONS

The Florida Bar
Alabama Bar Association
Academy of Nutrition and Dietetics
Alabama Dietetic Association (Legislative Networking Team 2006-2007)
Mobile District Dietetic Association (President 2005-2006)
Florida Academy of Nutrition and Dietetics
West Florida Academy of Nutrition and Dietetics/West Florida Dietetic Association (President 2008-2009)
Academy of Nutrition and Dietetics Sports, Cardiovascular And Wellness Nutritionists (SCAN) Specialty Practice Group
Academy of Nutrition and Dietetics Weight Management (WM) Specialty Practice Group

RESPONSIBILITIES & EXPERIENCE

Florida Department of Health, Escambia County Public Health Services Manager-E: Directs the Communications, Health Education and Nutrition (CHEN) Division of the Florida Department of Health in Escambia County. The CHEN division engages in a broad array of both internal and external functions that impact both local and state operations. Our division's current budgetary responsibility is over $2,873,800.00, consisting of three Level 4 (L4) budget codes. Division functions entail:

- Community engagement, Community Health Assessment, Community Health Improvement Planning (CHIP), CHIP implementation;
- Local agency communications, marketing, and public relations;
- Workforce/employee development, training, engagement, and wellness;
- Performance management, quality improvement, and strategic planning;
- Reaccreditation compliance, management, and reporting;
- Health education, health promotion, and community nutrition program planning, development, implementation, and evaluation.

Responsibilities and experiences include:

- Aligning divisional plans and activities with state and local strategic plans, PHAB accreditation standards, and federal or state mandates.
- Ensuring federal and state programs comply with applicable rules and regulations.
- Supervising personnel, recruiting quality team members, performing routine performance appraisals, managing leave within the division, and taking disciplinary action as appropriate. Assuring equitable work conditions. Holding regular division meetings and providing cascade communications per agency protocols. Assuring professional qualification and development of division employees. Ensuring appropriate orientation and oversight of all students and volunteers assigned to the CHEN division.
- Participating in the agency budgetary process, aligning expenditures with division allocation and state and federal grants. Assuring accurate documentation of expenditures for all programs.
- Serving on the county health department's executive management team (EMT).
- Serving on the county health department's incident management team (IMT) as the Operations Section Chief; Assuring maintenance of mission critical functions during a disaster and resumption of critical services post-disaster, following the agency COOP.
- Engaging the community in public health issues. Collaborating with community partners, including area hospitals, the Escambia County School District, Pensacola State College, the University of West Florida, area faith-based and not-for-profit organizations, area housing administration, homeless coalition, city and county parks and recreation departments, county emergency management and communications offices, local utilities and other organizations that provide programs and services in Escambia County, to prioritize community health issues, develop goals and objectives, and identify champions. Representing FDOH-Escambia on committees and advisory boards, providing accurate data on health problems, health inequities or disparities, and the determinants of health.
- Leading data collection for the community health needs assessment. Overseeing the county health department's role(s) in the community health assessment (CHA) and community health improvement planning (CHIP)

processes. Ensuring the monitoring of community progress toward goals and objectives and routine progress reports to the community and FDOH.

- Directing the county health department's communications team in day-to-day operations and in delivering crisis communication during public health emergencies such as the planning, development, coordination, and distribution of the local agency's published information, as well as the implementation of county health department public relations activities. Examples include facilitating regular updates to the website and preparing public service announcements, media releases, crisis and risk communications messages, marketing campaigns, radio announcements, social media posts, media-ready graphics, web pages, and other materials or content. (Crisis communication events include fungal meningitis, ebola, zika, rabies, measles, novel coronavirus 2019, natural disasters.)
- Serving on the county health department's public information officer (PIO) team. Developing relationships with media and partner agency communications officers; Coordinating requests from media and other persons seeking information; identifying appropriate subject matter experts for media requests and coordinating responses, interviews and similar interactions.
- Leading development of public health campaigns to educate and empower the community. Aligning public health messages with agency and community priorities. Working collaboratively with all FDOH-Escambia divisions to ensure materials distributed to the public are branded appropriately and are compliant with statewide branding standards. Providing support for other divisions' marketing campaigns.
- Planning, developing, and executing public health marketing programs. Identifying strategies, audiences, and appropriate media platforms. Leading market segmentation research and social marketing research projects to develop and target health communications.
- Interacting with the Florida Department of Health's Communications Office to assure accurate and appropriate information sharing.
- Guiding staff work with other local health departments or with State Health Department Communications Office in the development of communications products such as talking points, video recordings, audio recordings, graphics, and website design.
- Directing county health department team development, leadership development, employee engagement and recognition, and employee wellness operations. Supervising staff responsible for coordinating all-staff training, mandatory annual training, and TRAIN-FL administration.
- Leading county health department strategic planning activities, including setting and tracking goals, monitoring outcomes, and reporting outcomes to stakeholders.
- Leading the county health department's quality improvement planning, monitoring, and reporting activities.
- Directing the Public Health Accreditation Board (PHAB) reaccreditation process for the Florida Department of Health in Escambia County.
- Overseeing public health program and intervention research, planning, development, implementation, and evaluation, including the Escambia County WIC program, Tobacco Free Florida in Escambia, National Diabetes Prevention Program, faith-based community, outreach, and information network (COIN), and other local initiatives aligned with community and agency goals. Engaging partners to reach community members in a variety of settings including schools, childcare centers, faith-based organization, worksites, non-profits and governmental agencies. Directing local agency efforts for completing Florida Healthiest Weight workplan.

Florida Department of Health, Escambia County Public Health Communications Manager: Managed both the communications team, and the health education and community nutrition programs team. Responsibilities and experiences included:

- Serving on the county health department's Executive Management Team (EMT).
- Preparing, implementing, and managing program budgets; monitoring and directing revenues and expenditures for health education program budget and local agency communications and marketing budget.
- Recruiting, evaluating, developing, and separating team members, and other management and supervisory responsibilities.
- Directing the planning, development, coordination, and distribution of the local agency's published information, as well as the implementation of local agency public relations activities. Examples include preparing public service announcements, media releases, crisis and risk communications messages, marketing campaigns, radio announcements, social media posts, media-ready graphics, web pages, and other materials or content. (Crisis communication events include fungal meningitis, ebola, zika, rabies, measles, natural disasters.)

- Serving as the primary Public Information Officer (PIO) for the Florida Department of Health in Escambia County. Developing relationships with media and partner agency communications officers; Coordinating requests from media and other persons seeking information; identifying appropriate subject matter experts for media requests and coordinating responses, interviews and similar interactions.
- Serving on the county health department's Incident Management Team (IMT) as the Public Information Officer (PIO); Serving as agency public information liaison to the Escambia Emergency Operations Center's (EOC) Joint Information Center (JIC) during EOC activations. (Response experiences include the following tropical cyclone events: Isaac, Ike, Ida, Matthew, Michael, and Nate.)
- Delivering public information officer (PIO) and crisis communications (CERC) training in conjunction with regional and local training needs.
- Planning, developing, and executing public health marketing programs; Leading market segmentation research and social marketing research projects for developing and targeting health communications.
- Interacting with the State Health Department Communications Office to assure accurate and appropriate information sharing; Ensuring local brand compliance with statewide standards.
- Overseeing staff work with other local health departments and with State Health Department Communications Office in the development of communications products such as video recordings, audio recordings, graphics, and website design.
- Participating on Florida's Regional Domestic Security Task Force (RDSTF) as the Region One representative to the statewide Prevention and Awareness Focus Group of Florida's Domestic Security Coordinating Group.
- Overseeing public health program/intervention research, planning, development, implementation, and evaluation including the National Diabetes Prevention Program, faith-based community, outreach, and information network (COIN), and other local initiatives aligned with community and agency goals. Engaging partners to reach community members in a variety of settings including schools, childcare centers, faith-based organizations, worksites, non-profits, and governmental agencies. Directing local agency efforts for completing Florida Healthiest Weight workplan.
- Serving on the county health department's Performance Management Council (PMC); Participating in strategic planning; Implementing strategies at the program level, including setting and tracking goals, and monitoring outcomes.
- Participating in community health assessment (CHA) and community health improvement planning (CHIP).
- Leading and participating in quality improvement projects and activities.
- Participating in the Public Health Accreditation Board (PHAB) accreditation and reaccreditation process.

Cycle Therapy of Florida, Inc. (DBA Trek Bicycle Store Pensacola) Small Business Owner: Developed concept, drafted business plan, procured funding for, started, and currently provide executive oversight for a closely-held company that operates a local bicycle retail and service business. Experiences include: developing and overseeing implementation of organizational mission, vision, values, standards of behavior, startup plan, and strategic plan; monitoring key performance indicators, developing annual continuous improvement plan (quality improvement), and annual, quarterly, and monthly goals; developing and implementing marketing plans, and budgets; overseeing employee recruitment, development, recognition, and separation; participating in customer experience monitoring, inventory management, toilet cleaning, and all other aspects of business ownership.

Florida Department of Health, Escambia County Community Nutrition Program Public Health Nutritionist Supervisor/Senior Public Health Nutritionist: Developed and implemented nutrition programs, provides clinical services, as contracted, for local state and private entities, provided clinical counseling for clients, supervised community nutrition dietitians and nutrition educators and oversaw development and implementation of community nutrition programs, presentations, and curricula. Provided or supervised nutrition education training for school health nurses and volunteers; sat on County Health Department and community committees such as the Obesity Task Force and the Unite Escambia Health Solutions Team; served as a resource for community organizations, citizens, and the media; served as the Regional Coordinator for the Department of Health Dietetic Internship Program.

White-Wilson Medical Center Medical Nutrition Therapist: Received and executed nutrition referrals from physicians in this multi-specialty physician's practice group, provided in-clinic special consultations as arranged among the practice manager and certain physicians, developed and delivered patient and community education programs, as well as employee wellness programs. Completed and submitted documentation for billing purposes.

Lincare Enteral Services Clinical Dietitian for South Alabama and Florida: Provided specialized clinical services for enteral clients within the specified geographical area including education for the client/patient and their caregivers on the use and care of their enteral feeding device and any supplies related thereto, informed and educated area physicians, case managers, social workers and discharge planners regarding the availability and benefits of the Lincare Enteral Program, evaluated patients and coordinated with their medical providers to ensure appropriate nutrition orders and supplies are provided, coordinated with the Lincare Enteral supply center, patients, medical providers and insurers to establish coverage for payment of and appropriate delivery of enteral supplies and formula.

University of South Alabama Medical Center Clinical Dietitian: Managed the general nutrition status and needs of the patients located in those units assigned; in critical care units, these responsibilities included evaluating enteral and parenteral nutrition orders and recommending/drafting changes, as needed; monitoring nursing delivery of same; attending medical and discharge planning rounds to monitor patient status and ensure continuity of care, developing and implementing patient, medical resident, nursing and public education programs, communicating with division, nursing, pharmacy and medical staff regarding patient care, reviewing and monitoring oral patient menu plans and managing the software program for the generation of those plans. Participated in procurement processes. Participated in preparation for Joint Commission for Accreditation of Healthcare Organizations (Joint Commission or JCAHO) reaccreditation processes.

Law Offices of Reeves and Davis Associate: Worked in a transactional practice drafting contracts and other legal documents, participating in real property sales transactions.

Law Offices of P. David Matheny Associate: Worked as an associate attorney in a general litigation legal practice. Managed divorce and post-divorce modifications; Fulfilled firm contract with District Attorney's Office to provide prosecutorial services for the local child advocacy center; Served as court-appointed criminal defense attorney to indigent defendants (prior to firm contracting with District Attorney's Office.

Office of the District Attorney for the 28th Judicial Circuit of Alabama Assistant District Attorney: Managed caseloads for, and prosecuted a variety of criminal cases in, both District and Circuit Courts. Served as case coordinator for, and consultant to the Grand Jury. Co-chaired capital case. Successfully pled for the District Attorney's right to appear in a matter before United Kingdom Courts. Special Assistant Attorney General: Managed the Child Support Collection Division of the District Attorney's Office pursuant to agreement with the Alabama Department of Children and Families (DCF). Pursued paternity actions and child support collection, including satisfaction of judgements. Advised DCF staff in matters related to custody and parental rights. Responsible for caseload operations, staff development, facility management, and task management for the five-person work unit.

CERTIFICATIONS, PRESENTATIONS, PUBLICATIONS, & OTHER ACCOMPLISHMENTS

EntreCon Pensacola 'Micro-Business of the Year' Finalist, November 2019

Florida Department of Health – University of South Florida Public Health Leadership Institute's 2018-2019 cohort.

Management By Strengths training – January 2019

U.S. Department of Homeland Security, FEMA National Incident Management System/Incident Command System All-Hazards Position-Specific Training for Public Information Officers (E-952), November 2017.

EntreCon Pensacola 'Startup Company of the Year' Finalist, November 2016.

Bicycle Safety Educator for Bike Pensacola Slow Rides, (Pensacola, Florida), Ciclovia Pensacola, Law Offices of Green and Phillips Bike Safety Roundup (Mobile, Alabama)

Certified Cycling Instructor (LCI), League of American Bicyclists, December 2016

Regular presenter, Pensacola Expert Panel (PEP Talk) radio show on WNRP 92.3/AM1620, representing the Florida Department of Health in Escambia County.

FEMA L-449 Incident Command System (ICS) Curricula, Train the Trainer course, June 2015.

Speaker, "Employee Wellness Programs: Logistical and Legal Considerations for Small Businesses." Presented at LiveWell NWFL's Worksite Wellness Summit, November, 2014.

U.S. Department of Homeland Security, FEMA, Center for Domestic Preparedness: Advanced PIO for Health and Hospital Emergencies (MGT-902), November 2014.

Co-author, *Healthiest Weight: A Life Course Approach* continuing medical education program developed through the collaborative efforts of the Florida Medical Association and the Florida Department of Health, September 2014.

U.S. Department of Homeland Security, FEMA, Emergency Management Institute: Incident Command Structure for Expanding Incidents (ICS-300), August 2014.

Panel Moderator, "Health and the Built Environment" at the West Florida Regional Planning Council's Second Annual Transportation Symposium, May 2014.

Speaker, "Keep It Real" nutrition series for Pensacola State College employee wellness program, Fall 2012

Radio Media Source, "Healthy Choices Restaurant Program" for WUWF radio local feature story, March 2012

Speaker, "Cardiovascular Health Nutrition for Nursing Practice" for the University of West Florida Nursing Symposium, March 2012

Print Media Source, "Reduce Your Risk: Combat Cancer With A Healthy Diet" in Bella Magazine, October 2011

Print Media Source, "Back To School: Eating Healthy Is Good For The Budget And The Body" in Pensacola Home & Garden Magazine, August 2011

Radio Media Source, "Introducing *Choose My Plate*" for Pensacola Head To Toe radio show, AM 1620 June 11, 2011

Radio Media Source, "Nutrition Tips for Mothers" for Pensacola Head To Toe radio show, AM 1620 May 7, 2011

Speaker, "Feeding a Healthy Family" for Ronald McDonald House of Northwest Florida Family Development Programs, July 2010

Level II Certification in Adult Weight Management by the American Dietetic Association and Commission on Dietetic Registration, Baltimore, Maryland, May 2010

Speaker, "Cooking With Citrus" for Escambia County Department of Health Training Programs, April 2010

Speaker, "Healthy Happy Holidays for Escambia County Department of Health Training Programs, October 2009

Editor, "Iron Rich Cookbook," for Escambia County Department of Health, 2009.
University of West Florida Small Business Development Center special training programs: "Starting A Business," September 2008.

University of West Florida Small Business Development Center special training programs: "Guide to IRS Resource Tools for Small Business," September 2008.

University of West Florida Small Business Development Center special training programs: "Understanding Your Financial & Cash Flow Statements," August 2008.

Keynote Speaker, "The Role Of Foodservice Staff In Leading The Way To A Healthier School Environment," for Escambia District Schools foodservice staff training, in conjunction with the Alliance For A Healthier Generation, August 2008.

State of Florida Department Of Health, Basic Supervisory Training Program, Tallahassee, Florida, July 2008.

University of West Florida Small Business Development Center special training programs: "Preparing A Business Plan," June 2008.

Speaker, "Nutrition Myths & Food Sanitation Savvy" for Lutheran Services of Florida annual regional staff development workshop, May 2008.

U.S. Department of Homeland Security, FEMA, Emergency Management Institute: "ICS For Single Resources and Initial Action Incidents," April 2008.

Speaker, "Eat Healthy On A Time Budget," for Escambia County Department of Health, April 2008.

Speaker, Promoting Parent Power: Be The Best Coach You Can Be, for Escambia District Schools Title I parent's workshop, April 2008.

Speaker, "Good Nutrition Is A Matter of Fact," for The Villas of Gulf Breeze and Cokesbury United Methodist Church, March 2008

Speaker, "Managing Nutritional Issues in the Aging Population," West Florida Hospital Geriatric Conference, February 2008.

Speaker, "Sport Nutrition: What The Beginning Triathlete Needs To Know, for Tri Gulf Coast Mere Mortals Training program, July 2006, 2007 & 2008.

Speaker, "Sports Nutrition For Women" for Bikes Plus of Northwest Florida, Women's Symposium, May 2007.

Author, "12 Steps To Better Health" (monthly nutrition tips online) at ww.escambiahealth.com, 2008 – Present.

Author's Resource for "Amber Waves of Gain" 2007 *On The Coast Magazine.*

U.S. Department of Homeland Security, FEMA, Emergency Management Institute: "National Incident Command System (NIMS), An Introduction," August 2007.

U.S. Department of Homeland Security, FEMA, Emergency Management Institute: "Introduction To The Incident Command System, August 2007."

Certification in Adult Weight Management by the American Dietetic Association and Commission on Dietetic Registration, Baltimore, Maryland, June 2007

Certification in Childhood & Adolescent Weight Management by the American Dietetic Association and Commission on Dietetic Registration, Daytona Shores, Florida, April 2007.

Speaker, "Diabetic Nutrition In A (Nurse's) Nutshell: Survival Skills You Can Give Your Patient" for USA Medical Center Staff Development, April 2005.

Speaker: "Nutrition For Your First 5k," for Running Wild 5k Clinic, July 2004.

Journalist's Resource/Interviewee for Mobile, Alabama network affiliate stations for nutrition topics through USA Medical Center, Mobile, Alabama 2002-2005.

Presenter: FOX 10 News Community Health Caravan (Community Health Fairs) various locations in the Mobile metropolitan area, through USA Medical Center, 2002-2005.

Author, "Munchausen Syndrome By Proxy: How Should We Weigh Our Options," in 18 *Law & Psych. Rev.* 361, 1994.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18244 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/16/2020
Issue: Escambia County State of Local Emergency
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-81; and

B. Extension of Escambia County State of Local Emergency.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executed an extension of state of local emergency.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-81
Resolution

RESOLUTION R2020-81
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76 and R2020-80, declaring a state of local emergency that shall expire at 1:59 p.m. on the 13th day of July 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 13th day of July, 2020, and to expire at 1:59 p.m., central daylight time, on the 20th day of July, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 7th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
7/7/2020

Approved as to form and legal sufficiency.

By/Title:
Date: 7/7/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

July 7, 2020

Honorable Pam Childers
Clerk of the Circuit Court and Comptroller
Escambia County
Suite 130
221 Palafox Place
Pensacola, Florida 32502-5843

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-81, which was filed in this office on July 7, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52 , R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80 and R2020-81 declaring a state of local emergency that shall expire at 1:59 p.m. on the 20th day of July 2020; and

WHEREAS, the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 20th day of July, 2020, and to expire at 1:59 p.m., central daylight time, on the 27th day of July, 2020.

3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18182 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/16/2020
Issue: Agricultural/Rural FLU Designation Comp Plan Amendment
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Agricultural/Rural FLU Comprehensive Plan Amendment.

At the request of Commissioner Barry, that the Board discuss the Agricultural/Rural FLU Comprehensive Plan Amendment.

BACKGROUND:
At a prior Board meeting, Commissioner Barry discussed how amendments to OBJ FLU 1.3, "Future Land Use Map Designations," and OBJ FLU 3.1, "Rural Development," are necessary because the current language unduly limits the Board's ability to manage growth and development within the County.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney's Office reviewed the draft ordinances.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Draft Ordinance 1
Draft Ordinance 2

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 3, SECTION 3.04 DEFINITIONS; AMENDING OBJ FLU 1.3 FUTURE LAND USE MAP DESIGNATIONS; AMENDING OBJ FLU 3.1 RURAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, Chapter 163.3177, Florida Statutes, establishes the required and optional elements which are reflected in the Escambia County Comprehensive Plan (2030); and

WHEREAS, a local government is entitled to consider data such as the Goals and Policies of the Escambia County Comprehensive Plan, projected population growth, among other things, and should react to the data in an appropriate way and to the extent necessary to achieve the stated goals of the local government and its Comprehensive Plan; and

WHEREAS, Chapter 163.3184, Florida Statutes, establishes the process by which a local government may amend its Comprehensive Plan as may be necessary from time-to-time; and

WHEREAS, the Escambia County Board of County Commissioners finds that the current Comprehensive Plan Section FLU 3.1.5 restricts the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category; and

WHEREAS, the Board of County Commissioners has determined that FLU 3.1.5 unduly limits the Board's ability to manage growth and development within the County and should be amended; and

WHEREAS, the Board of County Commissioners has determined that amendments to OBJ FLU 1.3, "Future Land Use Map Designations," and OBJ FLU 3.1, "Rural Development," are also necessary to achieve the stated goal; and

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WHEREAS, the proposed amendments were transmitted to state agencies as required by Sec. 163.3184, Florida Statutes, and no agency had any comment or objection to the amendments; and

WHEREAS, amendment to Section 3.04 Definitions, adding a definition for "Existing Rural Communities" will provide guidance for growth in the Rural area while addressing compatibility with the surrounding development; and

WHEREAS, the Board of County Commissioners reviewed and considered all reports and comments provided by the state land planning agency, citizens, and any other persons, agencies or governments; and

WHEREAS, the Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the Goals and Policies of the Escambia County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 3. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled "CPA 2020-__."

Section 4. Amendment to Chapter 3, Section 3.04 of the Escambia County Comprehensive Plan

Chapter 3, Section 3.04 Definitions is hereby amended as follows (deletions shown as strike-thru; additions are underlined):

Section 3.04 Definitions.

Airport: Means any area of land or water designed and set aside for the landing and taking off of aircraft and use or to be used in the interest of the public for such purpose.

Airport hazard: Means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

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Airport hazard area: Means any area of land or water upon which an airport hazard might be established.

Airport obstruction: Means any existing or proposed object, terrain, or structure construction or alternation that exceeds the federal obstruction standards contained in the 14 C.F.R. part 77, subpart C, as may be amended. This term includes: any object of natural growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Airport Obstruction Notification Zone: A zone established around any airport to regulate airport hazard areas and airport obstructions.

Avigation easement: An easement that gives a clear property right to maintain flight operations in the airspace above the property.

Buffer: A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses or wetlands, as defined by Florida Statutes.

Commercial use: Any non-residential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

Compact development: A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks, community landscaping, easily walkable distances from residences to local commercial uses, places of employment, and schools.

Concurrency: The condition or circumstance that, at the time that new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

Conservation: The act of preserving, guarding, or protecting; keeping in a safe or entire state; preservation.

Conservation subdivision: A form of residential subdivision characterized by clustered compact lots, common open space and natural features, used to protect agricultural lands, open space or other natural or historical resources while allowing for the maximum number of dwellings under applicable zoning and subdivision regulations.

Deficiencies: Inadequacies, insufficiencies, or the falling short of a prescribed norm.

Density: An objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

Development: The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing

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of land into three or more parcels. Specific activities or uses involving or excluded from development are defined in Florida Statutes.

Enhance: To make greater, as regards value, beauty, or effectiveness; to augment.

Environmentally sensitive lands: Those areas of land or water that are determined by the BCC as being necessary to conserve or protect natural habitats and ecological systems. The following classifications are those that have been determined by Escambia County to be environmentally sensitive:

a. Wetlands as defined herein and wetlands as defined by the U.S. Army Corps of Engineers.

b. Shoreline Protection Zones.

c. Aquatic preserves and the Escambia River Management Area.

d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida Administrative Code and as defined and approved by the Florida Legislature.

e. Habitats of threatened or endangered species as defined by the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.

f. Essential Fishery Habitat (EFH), including seagrasses.

g. Floodplain areas defined on the FEMA Flood Insurance Rate Map (FIRM) as areas of special flood hazard subject to a one percent annual chance of flooding.

h. Potable water wells, cones of influence, and potable water well fields.

Existing communities: Established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

Existing rural communities: Established rural residential or mixed-use areas within the Agriculture, Agriculture Residential, and Rural Community future land use categories that are developed land that contain homes and/or businesses including agricultural and agricultural related operation, and/or other civic and community uses that are located along Highways, Federal Roads, and Major County Roads as identified on the Future Land Use Map.

Farm worker: A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

Section 5. Amendment to GOAL FLU 1 FUTURE DEVELOPMENT PATTERN, OBJ FLU 1.3 Future Land Use Map Designations

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OBJ FLU 1.3 is hereby amended as follows (deletions shown as strike-thru; additions are underlined):

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 **Future Land Use Categories.** General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.

FLUM Agriculture (AG)

General Description: Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

Standards:
Residential Maximum Density: 1 du/20 acres
Non-Residential: Minimum Intensity: None.
Maximum Intensity: 0.25 Floor Area Ratio (FAR).

FLUM Agriculture Residential (AR)

General Description: Intended for routine agricultural and silvicultural related activities and low to medium density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

Range of Allowable Uses:

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Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

Standards:
Residential Maximum Density: 1 du/4 acres
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.25 Floor Area Ratio (FAR)

FLUM Rural Community (RC)

General Description: Intended to recognize existing residential development and neighborhood serving nonresidential activity while supporting new development through a compact development pattern that serves the rural and agricultural areas of Escambia County.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

Standards:
Residential Maximum Density: 2 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.25 Floor Area Ratio (FAR)

Section 6. Amendment to GOAL FLU 3 RURAL STRATEGIES, OBJ FLU 3.1 Rural Development

OBJ FLU 3.1 is hereby amended as follows (deletions shown as ~~strike-thru~~; additions are underlined):

GOAL FLU 3 RURAL STRATEGIES

Escambia County will promote rural strategies, including protecting agriculture, silviculture, and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities.

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to existing rural communities.

POLICIES

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FLU 3.1.1 **Infrastructure Expenditures.** Escambia County will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 **Water Facility Extensions.** Escambia County will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 **FLUM Amendments.** During consideration of FLUM amendments, Escambia County will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 **Rezoning.** Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture, and agriculture-related activities Escambia County ~~will not support~~ will guide the establishment of new rural communities towards existing rural communities.

Section 7. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 8. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 9. Effective Date

Pursuant to Section 163.3184(3)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the State Planning Agency or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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ORDINANCE NUMBER 2020-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, SECTION 3-1.3 "ZONING AND FUTURE LAND USE," SUBSECTION (G) "FUTURE LAND USE DESIGNATIONS," AND SUBSECTION (I) "ZONING IMPLEMENTATION OF FLU," TO ADD THE FUTURE LAND USE CATEGORY OF AGRICULTURE RESIDENTIAL; AMENDING SECTIONS 3-2.2 "AGRICULTURAL DISTRICT (AGR)," AND 3-2.3 "RURAL RESIDENTIAL DISTRICT (RR)" TO PROVIDE FOR AGR AND RR ZONING DISTRICTS IN THE AR FUTURE USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code (LDC), the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation, and do business; and

WHEREAS, the Board adopted an ordinance amending the Escambia County Comprehensive Plan to amend the Future Land Use (FLU) map designations and policies; and

WHEREAS, the Board finds that amending the Land Development Code to incorporate the new future land use category of Agriculture Residential (AR) is consistent with the Escambia County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment to Chapter 3, Section 3-1.3 of the Escambia County Land Development Code

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-1.3 "Zoning and future land use," subsection (g) "Future land use designations," and subsection (i) "Zoning implementation of FLU," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-1.3 Zoning and future land use.

(g) ***Future land use designations***. The future land use categories established within the comprehensive plan and referenced in the LDC are designated by the following abbreviations and names:

AG Agriculture

AR Agriculture residential

RC Rural community

MU-S Mixed-use suburban

MU-U Mixed-use urban

C Commercial

I Industrial

P Public

REC Recreation

CON Conservation

MU-PK Mixed-use - Perdido Key

MU-PB Mixed-use - Pensacola Beach

(i) ***Zoning implementation of FLU***. The zoning districts of this chapter are established to implement the future land use categories adopted in chapter 7 of the comprehensive plan. One or more districts may implement the range of allowed uses of each FLU, but only at densities and intensities of use consistent with the established purposes and standards of the category. The Perdido Key districts (article 4) implement the MU-PK category and areas of the conservation and recreation categories applicable to Perdido Key. The Pensacola Beach districts (article 5) implement the MU-PB category and areas of the conservation and recreation categories applicable to Santa Rosa Island. The mainland districts (article 2) implement only those FLU categories prescribed within the regulations of each district. In any conflict between the existing zoning of a parcel and its applicable FLU, the provisions of the future land use prevail, subject to any confirmation of vested rights. Such conflicts may be resolved through the zoning and FLU map amendment processes prescribed in article 7 of chapter 2. However, no future rezoning to a mainland district is authorized if not prescribed by the district for the applicable FLU as summarized in the following table:

ZONING DISTRICT Specific distribution and extent		**FUTURE LAND USE (FLU) CATEGORY** General distribution and extent of uses								
	AG max	**AR** max	**RC** max	**MU-S** max	**MU-U** max	**C** Limited	**I** No res	**P** No res	**REC** No res	**CON** No res

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of uses	1du/20ac max 0.25 FAR	1du/4ac max 0.25 FAR	2du/ac max 0.25 FAR	25du/ac max 1.0 FAR	25du/ac max 2.0 FAR	res max 25du/ac max 1.0 FAR	allowed max 1.0 FAR	allowed	allowed max 0.5 FAR	allowed
Agr max 1du/20ac	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of mainland zoning district and FLU category represented by the table, "Yes" indicates a zoning district that may be established to implement the FLU. "No" indicates a zoning district that does not implement the FLU and may not be established within the FLU, primarily for the inconsistency noted.

Section 3. Amendment to Chapter 3, Section 3-2.2 of the Escambia County Land Development Code

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.2, "Agricultural district (Agr)," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.2 - Agricultural district (Agr).

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(a) ***Purpose.*** The agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

(b) ***Permitted uses.*** Permitted uses within the agricultural district are limited to the following:

(1) ***Residential.***

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only. Maximum single-family lot area within any proposed subdivision of 100 acres or more of prime farmland shall be one and one-half acres.

See also conditional uses in this district.

(2) ***Retail sales.***

a. Medical marijuana dispensing facilities. Where ancillary to cultivation or processing, dispensing of medical marijuana shall also be permitted in the Agr Zoning district.

b. No other retail sales except as permitted agricultural and related uses in this district.

(3) ***Retail services.*** No retail services except as permitted agricultural and related uses or as conditional uses in this district.

(4) ***Public and civic.***

a. Cemeteries, including family cemeteries.

b. Clubs, civic or fraternal.

c. Educational facilities, including preschools, K-12, colleges, and vocational schools.

d. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

e. Funeral establishments.

f. Places of worship.

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g. Public utility structures 150 feet or less in height, including telecommunications towers.

See also conditional uses in this district.

(5) ***Recreation and entertainment.***

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Golf courses, tennis centers, swimming pools, and similar active outdoor recreational facilities, including associated country clubs.

c. Hunting clubs and preserves.

d. Marinas, private only.

e. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

f. Parks without permanent restrooms or outdoor event lighting.

g. Passive recreational uses, including hiking and bicycling.

h. Shooting ranges.

See also conditional uses in this district.

(6) ***Industrial and related.*** Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4.

(7) ***Agricultural and related.***

a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.

b. Agricultural processing, minor only.

c. Agricultural research or training facilities.

d. Aquaculture, marine or freshwater.

e. Farm equipment and supply stores.

f. Kennels and animal shelters on lots two acres or larger.

g. Produce display and sales of fruit, vegetables and similar agricultural products. All structures for such uses limited to nonresidential farm buildings.

h. Silviculture.

i. Stables, public or private, on lots two acres or larger.

j. Veterinary clinics. A minimum two acres for boarding animals.

(8) ***Other uses.*** Airports, private only, including crop dusting services.

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(c) ***Conditional uses.*** Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the agricultural district:

(1) ***Residential.*** Group living, limited to nursing homes, assisted living facilities, hospice facilities, and other uses providing similar services, assistance, or supervision.

(2) ***Retail services.***

a. Bed and breakfast inns.

b. Medical clinics, including those providing out-patient surgery, rehabilitation, and emergency treatment.

(3) ***Public and civic.***

a. Cinerators.

b. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

c. Hospitals.

d. Offices for government agencies or public utilities.

e. Public utility structures greater than 150 feet in height, including telecommunications towers, but excluding any industrial uses.

f. Warehousing or maintenance facilities for government agencies or public utilities.

(4) ***Recreation and entertainment.***

a. Canoe, kayak, and float rental facilities.

b. Parks with permanent restrooms or outdoor event lighting.

c. Zoos and animal parks.

(5) ***Industrial and related.***

a. Mineral extraction, including oil and gas wells, not among the permitted uses of the district.

b. Power plants.

c. Salvage yards, not including any solid waste facilities.

d. Solid waste collection points and transfer facilities.

e. Wastewater treatment plants.

(d) ***Site and building requirements.*** The following site and building requirements apply to uses within the agricultural district:

(1) ***Density.*** A maximum density of one dwelling unit per 20 acres.

(2) ***Floor area ratio.*** A maximum floor area ratio of 0.25 for all uses.

(3) ***Structure height.*** No maximum structure height unless prescribed by use.

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(4) ***Lot area.*** No minimum lot area unless prescribed by use.

(5) ***Lot width.*** A minimum lot width of 100 feet at the street right-of-way for all new lots.

(6) ***Lot coverage.*** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) ***Structure setbacks.*** For all principal structures, minimum setbacks are:

a. ***Front and rear.*** Forty feet in the front and rear.

b. ***Sides.*** On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) ***Other requirements.*** Refer to chapters 4 and 5 for additional development regulations and standards.

(e) ***Location criteria.*** The following location criteria apply to uses within the agricultural district:

(1) ***Prime farmland.*** All new or expanded uses shall be located to avoid the loss of prime farmland. Where such loss cannot be avoided, it shall be limited to five acres or ten percent of the development parcel area, whichever is greater.

(2) ***Nonresidential uses.*** All nonresidential uses shall be located to avoid nuisance, hazard, and other adverse impacts to surrounding residential uses. Retail sales and services shall be located along collector or arterial streets. Industrial uses shall be on parcels that comply with the location criteria of the industrial (Ind) zoning district.

(f) ***Rezoning to Agr.*** Agricultural zoning may be established only within the agriculture (AG)<u>, agriculture residential (AR),</u> and rural community (RC) future land use categories. The district is suitable for prime farmland, agriculturally used or assessed areas, large tracts of open space, woodlands, or fields, but not for areas with central sewer or highly developed street networks. The district is appropriate to provide transitions between areas zoned or used for conservation or outdoor recreation and areas zoned or used for more intense uses.

<u>Section 4.</u> Amendment to Chapter 3, Section 3-2.3 of the Escambia County Land Development Code

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.3, “Rural residential district (RR),” is hereby amended as follows (words <u>underlined</u> are additions and words ~~stricken~~ are deletions):

Sec. 3-2.3 - Rural residential district (RR).

(a) ***Purpose.*** The rural residential (RR) district establishes appropriate areas and land use regulations for low density residential uses and compatible non-residential uses characteristic of rural land development. The primary intent of the district is to provide for residential development at greater density than the agricultural district on soils least valuable for agricultural production, but continue to support small-scale farming

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on more productive district lands. The absence of urban and suburban infrastructure is intentional. Residential uses within the RR district are largely self-sustaining and generally limited to detached single-family dwellings on large lots, consistent with rural land use and limited infrastructure. Clustering of smaller residential lots may occur where needed to protect prime farmland from non-agricultural use. The district allows public facilities and services necessary for the basic health, safety, and welfare of a rural population, and other non-residential uses that are compatible with agricultural community character.

(b) ***Permitted uses.*** Permitted uses within the RR district are limited to the following:

(1) ***Residential.***

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots four acres or larger, or on lots a minimum of one acre if clustered to avoid prime farmland.

See also conditional uses in this district.

(2) ***Retail sales.*** No retail sales except as permitted agricultural and related uses in this district.

(3) ***Retail services.*** Bed and breakfast inns. No other retail services except as permitted agricultural and related uses or as conditional uses in this district.

(4) ***Public and civic.***

a. Cemeteries, including family cemeteries.

b. Clubs, civic or fraternal.

c. Educational facilities, K-12, on lots one acre or larger.

d. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

e. Funeral establishments.

f. Places of worship on lots one acre or larger.

g. Public utility structures 150 feet or less in height, excluding telecommunications towers.

See also conditional uses in this district.

(5) ***Recreation and entertainment.***

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Marinas, private.

d. Parks without permanent restrooms or outdoor event lighting.

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e. Passive recreational uses.

See also conditional uses in this district.

(6) ***Industrial and related.*** **[Reserved.]**

(7) ***Agricultural and related.***

a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.

b. Aquaculture, marine or freshwater.

c. Farm equipment and supply stores.

d. Kennels and animal shelters on lots two acres or larger.

e. Produce display and sales of fruit, vegetables and similar agricultural products. All structures for such use limited to nonresidential farm buildings.

f. Silviculture.

g. Stables, public or private, on lots two acres or larger.

h. Veterinary clinics. A minimum of two acres for boarding animals.

(8) ***Other uses.*** **[Reserved.]**

(c) ***Conditional uses.*** Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the RR district:

(1) ***Residential.***

a. Group living, limited to nursing homes, assisted living facilities, hospice facilities, and other uses providing similar services, assistance, or supervision.

b. Manufactured (mobile) home parks on land zoned VR-1 prior to adoption of RR zoning.

c. Two-family dwellings (duplex) and multifamily dwellings up to four units per dwelling (triplex and quadruplex) on land zoned VR-1 prior to adoption of RR zoning.

(2) ***Retail services.*** Medical clinics, including those providing out-patient surgery, rehabilitation, and emergency treatment.

(3) ***Public and civic.***

a. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

b. Educational facilities not among the permitted uses of the district.

c. Hospitals.

d. Offices for government agencies or public utilities.

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e. Public utility structures greater than 150 feet in height, and telecommunications towers of any height, excluding any industrial uses.

f. Warehousing or maintenance facilities for government agencies or public utilities.

(4) ***Recreation and entertainment.***

a. Hunting clubs and preserves.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Parks with permanent restrooms or outdoor event lighting.

d. Shooting ranges.

(5) ***Industrial and related.***

a. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4.

b. Mineral extraction, including oil and gas wells.

c. Power plants.

d. Salvage yards, not including any solid waste facilities.

e. Solid waste collection points and transfer facilities.

f. Wastewater treatment plants.

(6) ***Other uses.*** Airports, private only, including crop dusting facilities.

(d) ***Site and building requirements.*** The following site and building requirements apply to uses within the RR district:

(1) ***Density.*** A maximum density of one dwelling unit per four acres.

(2) ***Floor area ratio.*** A maximum floor area ratio of 0.25 for all uses.

(3) ***Structure height.*** No maximum structure height unless prescribed by use.

(4) ***Lot area.*** No minimum lot area unless prescribed by use.

(5) ***Lot width.*** For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 feet. The minimum width for all other new lots is 100 feet at the right-of way.

(6) ***Lot coverage.*** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) ***Structure setbacks.*** For all principal structures, minimum setbacks are:

a. ***Front and rear.*** Forty feet in the front and rear.

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b. ***Sides.*** On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) ***Other requirements.***

a. ***Farm animal shelters.*** Stables or other structures for sheltering farm animals shall be at least 50 feet from any property line and at least 130 feet from any dwelling on adjacent property.

b. ***Chapters 4 and 5.*** Refer to chapters 4 and 5 for additional development regulations and standards.

(e) ***Location criteria.*** The following location criteria apply to uses within the RR district:

(1) ***Prime farmland.*** All new or expanded uses shall be located to avoid the loss of prime farmland. Where such loss cannot be avoided, it shall be limited to five acres or ten percent of the development parcel area, whichever is greater.

(2) ***Nonresidential uses.*** All nonresidential uses shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses. Retail sales and services shall be located along collector or arterial streets. Industrial uses shall be on parcels that comply with the location criteria of the industrial (Ind) zoning district

(f) ***Rezoning to RR.*** Rural residential zoning may be established only within the agriculture residential (AR), and rural community (RC) future land use ~~category~~ categories. The district is suitable for rural areas not used to support large farming operations due to economic viability, soil productivity, surrounding development, or similar constraints. The district is appropriate to provide transitions between areas zoned or used for agriculture, conservation, or outdoor recreation and areas zoned or used for rural mixed-use or low density residential.

Section 5. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. Inclusion in Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 7. **Effective Date**

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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