DESTIN CITY COUNCIL MEETING
JULY 6, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

*** INVOCATION (Pastor Steve Farris, First Baptist Church)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Parks and Recreation Month Proclamation
2. **PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
3. ***** CONSENT AGENDA**
   A. Amendment One to Subaward Agreement No. 2024-R12 between Okaloosa County and City of Destin, Clement Taylor Park Renovation Project
   B. Approval of Minutes of June 15, 2026, Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. Appointment of Interim City Council Member
   B. Appointment of Voting Delegate for National League of Cities Annual Business Meeting
   C. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park; Consideration of Resolution 2026-16 in Support of Home Rule and City Land Use Authority
   D. Request of Prebble Ramswell for Reimbursement of Legal Expenses and Reinstatement to City Council Through November 2022;
   Consideration of Resolution 26-18.
   E. RFP 26-04-HR INSURANCE AGENT - BROKER OF RECORD
   F. Citywide Stormwater GIS Mapping Project, authorization to execute a Task Order
   G. CRA Board Meeting-**Informational Only**
   H. Draft Minutes of Standing Boards & Committees - **Informational Only**
   I. Announcements
5. **PUBLIC HEARINGS**
   A. First Reading Ordinance No. 26-07-LC relating to the renumbering and renaming of Land Development Code Article 16 - "Signs" to a new Article 8 – "Sign Regulations". **AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING AND RENAMING ARTICLE 16 "SIGNS," OF THE LAND DEVELOPMENT CODE TO A**

NEW ARTICLE 8 "SIGN REGULATIONS"; MODIFYING, AMENDING AND UPDATING CITY SIGN REGULATIONS AS PROVIDED HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

1) Pickleball

F. Councilmember Morgan

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

Update on City of Destin v. Marler, Gregory et al (Code Compliance Lien Foreclosure)

7. PUBLIC COMMENTS

8. ADJOURN

** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation*

*** To be placed on the agenda under public presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting, completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.*

**** All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately.*

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242. Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel at https://www.youtube.com/CityofDestin. Past council meetings can also be viewed here. Please visit our agenda center on the city website at https://www.cityofdestin.com/agendas.

City of Destin

Proclamation

Parks and Recreation Month

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Destin; and

WHEREAS, they elevate our quality of life, safeguarding public health, fueling the local economy, and enriching the region we call home; and

WHEREAS, active parks build healthier residents, helping prevent chronic disease, expanding therapeutic recreation for those with disabilities, and lifting the mental and emotional well-being of all; and

WHEREAS, parks drive prosperity, raising property values, broadening our tax base, drawing tourism and business, and helping reduce crime; and

WHEREAS, our parks and natural areas protect the environment, cleaning our air and water, guarding against flooding, and providing habitat for wildlife; and

WHEREAS, these spaces preserve the natural beauty of Destin and invite children and adults alike to step outside and reconnect with nature; and

WHEREAS, the U.S. House of Representatives has designated July 2026 as ***Parks and Recreation Month****;*

NOW, THEREFORE, ***BE IT PROCLAIMED THAT*** I, Mayor Bobby Wagner, on behalf of the Destin City Council, do hereby designate July 2026 as ***Parks and Recreation Month*** in the City of Destin and call upon all who cherish our parks to celebrate the vital role they play in our community.

DONE THIS 6TH DAY OF JULY 2026

By:

_____

Bobby Wagner, Mayor

ITEM # 2026-924

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: June 22, 2026

SUBJECT: Amendment One to Subaward Agreement No. 2024-R12 between Okaloosa County and City of Destin, Clement Taylor Park Renovation Project

I. BACKGROUND: Subaward Agreement 2024-R12 was executed on 2/6/2024.

II. DISCUSSION: Amendment One extends the Sunward Agreement between the County and the City until May 31, 2027. This extension is necessary because the construction contract for the renovation work runs through Dec 31, 2026, and after that, there will need to be closeout activities. The current subaward agreement expired May 31, 2026.

A. Link to Strategic Goals / Objectives: Renovate Clement Taylor Park

I. Financially sound city providing service excellence.
II. Enhanced quality of life and safety for families.
III. Economic development and revitalization.
IV. Effective, efficient, and aesthetically pleasing infrastructure.
V. Improve mobility and connectivity.
VI. A green and sustainable environment.

B. Effect on Budget (EOB): No effect on budget

C. Level of Service (LOS): Implementation of this project will provide an enhanced quality of life for the residents and guests of Destin.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Extending the subaward agreement until May 31, 2027 will allow time for the construction to be completed and close-out activities to be completed. Staff is requesting that the Council approve Amendment One to the subaward agreement between the City and County.

IV. RECOMMENDED MOTION: I move that Destin City Council authorize Mayor Bobby Wagner to execute Amendment One to the Subaward Agreement No. 2024-R12 between Okaloosa County, Florida and the City of Destin, Florida,

Attachments:

1. 06222026 Clement Taylor Park Restoration Subaward Agreement Amendment 1
2. R12 Subaward Destin CTPR fully executed

ARTICLE I **RECITALS**

ARTICLE II **PURPOSE AND INTENT**

ARTICLE III **STATEMENT OF WORK**

ARTICLE IV **PERFORMANCE AND SUBCONTRACTS**

ARTICLE V **CONTRACT LIABILITY**

ARTICLE VI **REIMBURSEMENT**

ARTICLE VII **PAYMENT**

ARTICLE VIII **UNIFORM ADMINISTRATIVE REQUIREMENTS**

ARTICLE IX **PROGRAM INCOME**

ARTICLE X **MAINTENANCE AND REAL PROPERTY PROTECTIONS**

ARTICLE XI **COUNTY RECOGNITION**

ARTICLE XII **TERM**

ARTICLE XIII **AUDITS AND MONITORING**

ARTICLE XIV **REPORTING REQUIREMENTS**

ARTICLE XV **RECORD RETENTION**

ARTICLE XVI **SUSPENSION AND TERMINATION**

ARTICLE XVII **NOTICES**

ARTICLE XVIII **INDEPENDENT CONTRACTOR**

ARTICLE XIX **INDEMNIFICATION**

ARTICLE XX **INSURANCE**

ARTICLE XXI **PERSONNEL AND PARTICIPANT CONDITIONS**

ARTICLE XXII **ENVIRONMENTAL CONDITIONS**

ARTICLE XXIII **GENERAL CONDITIONS**

AMENDMENT ONE TO THE SUBAWARD AGREEMENT NO. 2024-R12 BETWEEN OKALOOSA COUNTY, FLORIDA AND THE CITY OF DESTIN, FLORIDA PERTAINING TO THE DIRECT COMPONENT PORTION OF THE RESTORE ACT TRUST FUND MONIES ALLOCATED TO OKALOOSA COUNTY

THIS SUBAWARD AMENDMENT ONE AGREEMENT (hereinafter “Agreement”) is entered into by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, with an address of 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, by and through its Board of County Commissioners, (hereinafter the "COUNTY"), Sam.gov Unique Entity Identifier Q8K3J6TNHKU6, and the City of Destin, a municipal corporation of the State of Florida, with an address of 4200 Indian Bayou Trail, Destin, FL 32541, by and through its Mayor and City Council, (hereinafter the "SUBRECIPIENT"), and having a Sam.gov Unique Entity Identifier of HWLNK1AV2LD6, for the receipt of a subaward of funds made available through a federal award to the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY, recognizing that substantial funds of money could be made available to the COUNTY through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter “the RESTORE Act”) which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to the United States Department of the Treasury (hereinafter “TREASURY”) pursuant to all applicable rules and requirements; and

WHEREAS, said Multiyear Implementation Plan consisted of ten initial projects, one of which the SUBRECIPIENT proposed, the Clement Taylor Park Restoration and Pathway, now referred to as, Clement Taylor Park Restoration Project; and

WHEREAS, the Multiyear Implementation Plan was accepted by TREASURY on June 30, 2017, which authorized the COUNTY to apply for financial assistance from the Gulf Coast

Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

WHEREAS, the COUNTY has been awarded a RESTORE Act allocation of $729,918.00 dollars under Federal Award Identification Number 1 RDCGR180508-01-00, issued to the COUNTY on October 19, 2023, and accepted by the COUNTY on December 5, 2023, by the United States Department of the Treasury; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the restoration of a public park, Clement Taylor Park, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application; and

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into an subaward Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY'S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Clement Taylor Park Restoration Project in compliance with the Multiyear Implementation Plan; and

WHEREAS, Exhibits A, B, C, D, E and F which are attached and further explain this Subaward Agreement are incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE I

RECITALS

The WHEREAS clauses set forth above are incorporated herein by reference and made part of this Agreement.

ARTICLE II

PURPOSE AND INTENT

The COUNTY has received a Federal Award through the Gulf Coast Restoration Trust Fund (CFDA# 21.015, titled: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States), in the amount of Seven Hundred Twenty-nine Thousand, Nine Hundred Eighteen dollars ($729,918.00) as of December 8, 2023, to carry out the projects meeting the requirements of 31 C.F.R. Part 34. The purpose and intent of this Agreement is to allocate a portion of RESTORE Act funds awarded to the COUNTY to the SUBRECIPIENT for reimbursement of qualified expenditures for the Clement Taylor Park Restoration Project more specifically described in Exhibits A, C, and E. The SUBRECIPIENT will provide Seven Hundred Seventy-six Thousand, Two Hundred, Sixty-two dollars ($776,262.00) of non-RESTORE funds to be blended with RESTORE funds towards the project. These non-RESTORE funds must be procedurally treated as federal funds in the Clement Taylor Park Restoration Project. The current indirect cost rate is 0% for the SUBRECIPIENT under this Agreement. The terms and conditions of the Federal Award (Exhibit F) apply to this Agreement, in accordance with 2 Code of Federal Regulations (CFR) 200.101(b)1. The combined total of the RESTORE and the SUBRECIPIENT funding is One Million, Five Hundred, Six Thousand, One Hundred Eighty dollars ($1,506,180.00).

ARTICLE III

STATEMENT OF WORK

1. Project. The Clement Taylor Park Restoration Project (hereinafter the "Project'), more particularly described in Exhibit A, is the purpose of this Agreement. The Project is for the creation of a public park, Clement Taylor Park, including the construction of infrastructure

improvements at the park, in Destin, Florida as described in the project design plans submitted with the application.

2. Budget. The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as shown as part of SUBRECIPIENT's application for the Allocated Sum, attached hereto and incorporated herein as Exhibit E, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.

3. Schedule. The timeframe to provide Project services, herein referred to as "Project Schedule," begins on execution of this document by both parties, and ends on May 31, 2027, as indicated in Exhibit C. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.

4. Qualified expenditures, eligible expenditures, and eligible expenses shall mean those expenditures or expenses reasonably necessary to complete the Project.

ARTICLE IV

PERFORMANCE AND SUBCONTRACTS

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as reasonably determined by the COUNTY, will constitute noncompliance of this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a period of forty-five (45) days after being notified by the COUNTY, in accordance with Article XVI contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 C.F.R. Part 200.

2. SUBRECIPIENT’s subcontractors. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subcontract, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the SUBRECIPIENT’s subcontract(s), and the SUBRECIPIENT shall be solely liable to its

subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subcontractor(s) will be deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY. The Subrecipient's subcontractor(s) must maintain an active Unique Entity Identifier in Sam.gov with no exclusions.

3. Procurement Standards. All procurement transactions shall be conducted in a manner to provide to the maximum extent, practical, open, and free competition. SUBRECIPIENT must follow the Federal Procurement Standards set forth in 2 CFR 200.318 – 200.326. Bid packages and advertisements shall be subject to COUNTY review and comment before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and comment prior to award. Within 10 working days from receiving documentation from the SUBRECIPIENT, the COUNTY shall submit all comments to the SUBRECIPIENT for consideration.

4. Laws. All contracts or subcontracts made by the SUBRECIPIENT to carry out the Project herein shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations stipulated in this Agreement and in strict accordance with all terms, covenants, and conditions in this Agreement. Any worker's services contracted hereunder shall be specified by written contract or Agreement and shall be subject to each Article set forth in this Agreement.

5. Subcontract Monitoring. The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each required periodic report.

ARTICLE V

CONTRACT LIABILITY

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with this Agreement, or for debts or claims accruing to such parties against the SUBRECIPIENT; there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of its services to the COUNTY hereunder.

ARTICLE VI

REIMBURSEMENT

The SUBRECIPIENT is allocated a total sum in the amount of Seven Hundred Twenty-Nine Thousand, Nine Hundred Eighteen dollars ($729918.00) (hereinafter the "Allocated Sum") by the COUNTY from its RESTORE Act allocation, to be made available to the SUBRECIPIENT for reimbursement of eligible expenditures, in consideration for performance of the project as described in Exhibit A, attached hereto and incorporated herein. The total amount of Federal funding (RESTORE Act allocation) obligated by this Agreement and made available to the SUBRECIPIENT shall not exceed Seven Hundred Twenty-nine Thousand, Nine Hundred Eighteen dollars ($729,918.00).

ARTICLE VII

PAYMENT

Payment by the COUNTY of the Allocated Sum to the SUBRECIPIENT as reimbursement or the SUBRECIPIENT's vendor for performance of the Project shall be as follows:

1. The SUBRECIPIENT shall submit to the COUNTY, through its Office of Management and Budget Grants Administration any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents shall be submitted to the COUNTY within thirty (30) days from the day the SUBRECIPIENT received service or performance or supplies from a vendor and in no event later than forty-five (45) days from when the SUBRECIPIENT receives the bill/invoice from the vendor. Final request for payment shall be submitted no later than thirty (30) days from Project completion. Verifying Documents may include, but are not limited to:

a. Records of staff time, documented time sheets, with original signatures of the staff person and a documented official, all applicable cancelled checks (a bank statement will be required if the cancelled checks are not legible), receipts for material and labor, and any invoices chargeable to the Project.

b. An original invoice and written approval by the SUBRECIPIENT for each eligible expense to be paid directly to the vendor, or a written request for reimbursement that includes a copy of applicable invoices for each eligible expense.

c. Invoices from the vendor, including details of the amounts being invoiced, and copies of cancelled checks, front and back, which have been processed for payment for items that apply to the reimbursement of the SUBRECIPIENT's funds.

d. All documentation must be clear and eligible. If electronic copies are not deemed in this manner, then the COUNTY shall request hard copies to be delivered to the County Point of Contact in this agreement.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the sole discretion of the COUNTY, it is determined there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents. The SUBRECIPIENT shall

submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents older than sixty (60) days from the date of receipt by the SUBRECIPIENT from a vendor.

5. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR, 200; 2 CFR, 215; or 2 CFR, 225, as applicable.

6. If applicable, program income must be disbursed before the SUBRECIPIENT requests funds from the COUNTY. The COUNTY will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the SUBRECIPIENT must submit any outstanding reports, as well as any required reporting on subawards. The SUBRECIPIENT must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the SUBRECIPIENT requests and with the approval from the COUNTY and TREASURY, an extension. Within 30 days after receipt of the reports in paragraph (a) of this section, the COUNTY will make upward or downward adjustments to the allowable costs, and then make prompt payments to the allowable, unreimbursed costs. The closeout of this award does not affect any of the following:

a. The right of the COUNTY or TREASURY to disallow costs and recover funds on the basis of a later audit or other review;

b The obligation of the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

c. The SUBRECIPIENT's obligations regarding audits, property management and disposition (if applicable), and records retention

ARTICLE VIII

UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR 200.330 and 200.331, and agrees to adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

ARTICLE IX

PROGRAM INCOME

The SUBRECIPIENT shall report monthly all program income, as defined in 2 CFR, 200.80, generated by activities carried out with the Allocated Sum made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth in the *RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions*, U.S. Department of the TREASURY, June 30, 2022. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balances on hand. All unused program income with interest shall be returned to the COUNTY at the end of the contract period.

ARTICLE X

MAINTENANCE AND REAL PROPERTY PROTECTIONS

The SUBRECIPIENT shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security Agreement without prior written approval by the COUNTY. The SUBRECIPIENT shall not subject the title to such property to any liens or grants; the making of any Federal loan; the entering into of any cooperative Agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement without prior written approval from the COUNTY. For projects including acquisition and improvements to real property, the SUBRECIPIENT acknowledges its obligations under the RESTORE Act Standard Terms and Conditions (included in Exhibit F), including, but not limited to, W. 5. Estimated Useful Life and W. 7. Use of Real Property regarding operation and maintenance of the property, use restrictions, and restrictions on conveyance. The SUBRECIPIENT acknowledges its obligations to use the property for its funded purpose for the duration of its Estimated Useful Life and to maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life. The improvements will provide additional public infrastructure to Destin and is intended to provide a permanent public access and use facility including installation of a new pavilion, ADA Compliant playground equipment, restroom facility and a new Gazebo; and the renovation of the fishing pier, park walkways and existing pavilion.

ARTICLE XI

COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY and the RESTORE Act in providing funding for the Project. All facilities constructed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created

to promote the Project shall acknowledge the COUNTY and the RESTORE Act as providing funding for the Project.

ARTICLE XII

TERM

The term of this Agreement shall be in effect from the execution of both parties, to May 31, 2027, upon the effective date as required herein, until such time as the monitoring period has expired past that date.

ARTICLE XIII

AUDITS AND MONITORING

In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR, 200, as revised. Article II indicates Federal resources awarded through the COUNTY by this Agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR, 200, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR, 200, as revised, will meet the requirements of this part.

a. In connection with the audit requirements addressed in Subsection 1 above, the SUBRECIPIENT shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR, 200, as revised.
b. If the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, is not required. In the

event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, the cost of the audit must be paid from non-Federal resources.

c. In addition to reviews of audits conducted in accordance with 2 CFR, 200, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY; limited-scope audits as defined by 2 CFR, 200, as revised; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE XIV

REPORTING REQUIREMENTS

The SUBRECIPIENT shall submit to the COUNTY semi-annual activity, as indicated in Exhibit D, attached hereto and incorporated herein. Reports are due by the 15th of the month following the end of each reporting period and must include information on levels of accomplishment, objectives met for each activity funded, and subcontract monitoring reports as applicable. Within 15 days of completing each project action item in Exhibit C (Project Schedule), the SUBRECIPIENT shall provide via email project photographs in jpg format, explanations of the photographs, and a summary of progress in MSWord for each action item, suitable for posting to a project-related web page.

The SUBRECIPIENT shall complete and submit to the COUNTY a report on the status of the real property or interest in real property in which the federal government retains an interest, using an SF-429 Real Property Status Report form annually for the first three years of this award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period. The COUNTY will use this information as the basis for filing SF-429 reports to TREASURY.

ARTICLE XV

RECORD RETENTION

1. Maintenance of Records
    a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 2 CFR, as appropriate, that are pertinent to the Project herein funded by the Allocated Sum. Such records shall include, but are not limited to:
        1. Application requesting Project funding.
        2. Executed SUBRECIPIENT Agreement approving the Project, including any amendments to this Agreement.
        3. Records providing a full description of each activity undertaken.
        4. Records demonstrating that the activity meets the national objective herein.
        5. Records determining eligibility of work performed for the Allocated Sum.
        6. Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Allocated Sum, if applicable.

7. Financial records as required by 2 CFR 200.330 and 200.331, and all Financial Management standards as specified in Exhibit B.
8. Copy of periodic reports submitted as required herein.

b. Retention of Records. The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, after the resolution of all Federal audit findings, or until the note and mortgage associated with this Agreement are satisfied, whichever occurs later.

c. Access to Records. The COUNTY and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the SUBRECIPIENT which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts. The right of access shall last as long as any record is required to be retained. Access shall be made available during normal business hours and as often as the COUNTY or any authorized representative of the Federal government deems necessary.

d. All original records and documents pertinent to this Agreement shall be retained by the SUBRECIPIENT during the terms of this Agreement. All records, including supporting documentation, shall be sufficient to determine compliance with the requirements of this Agreement and all other applicable laws and regulations. The SUBRECIPIENT, its employees or agents, shall provide access during the contract period to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY, at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday

through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY. The SUBRECIPIENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the SUBRECIPIENT in connection with this Agreement, including the provisions of public access and for copies at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law. The SUBRECIPIENT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. The SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE XVI

SUSPENSION AND TERMINATION

1. Termination. Either party may terminate this Agreement without cause, at any time, by giving at least a thirty (30) day written notice to the other party of such termination. Either party may terminate this Agreement with cause immediately.

a. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the SUBRECIPIENT under this Agreement, shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just

and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

b. Cause shall include, but is not limited to, failure to strictly comply with all applicable Federal, State, and local laws, rules and regulations, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than forty-five (45) days from receipt of the notice from the COUNTY.

c. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

2. Suspension. In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this Agreement and withhold any payment of Allocated Sum until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

ARTICLE XVII

NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

OKALOOSA COUNTY

Jane Evans
Grants & RESTORE Manager
Okaloosa County
1250 North Eglin Parkway, Ste 102
Shalimar, FL 32579
850-651-7521
jevans@myokaloosa.com

SUBRECIPIENT

Louis Zunguze
Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
850-837-4242
Lzunguze@cityofdestin.com
Federal ID No 59-2480854
DUNS No. 364637595

Awarding Agency – US Department of the Treasury.

Jeff Gilleo
Federal Project Officer
1500 Pennsylvania Ave. N.W.
Washington D.C. 20220-0001
Phone: 202-961-7780
Jeffrey.Gilleo@treasury.gov

ARTICLE XVIII

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

ARTICLE XIX

INDEMNIFICATION

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with this Agreement, or arising out of any act, action, neglect, or omission during the performance of this Agreement, as modified, any part thereof, or work performed hereunder, whether direct or indirect; or by reason or result of injury caused by the SUBRECIPIENT's negligent maintenance or supervision of the property or work performed thereon over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance, required under Article XX of this Agreement; or by any defect in the condition or construction of the Project, if the Project was inspected and accepted by the SUBRECIPIENT; whether or not due to, or caused by negligence of the COUNTY, or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees. The indemnity hereunder shall continue until all provisions of this Agreement, including satisfaction of any mortgage and/or promissory note, have been fully performed by the SUBRECIPIENT.

The SUBRECIPIENT's obligation to indemnify, defend, and pay for the defense or, at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY's notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT's inability to evaluate liability, or

because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable, or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

Notwithstanding any provision of this Agreement, if the SUBRECIPIENT is an agency or subdivision of the State of Florida, its obligation to indemnify, defend and hold harmless the County shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving any applicable limits of sovereign immunity.

ARTICLE XX

INSURANCE

1. The SUBRECIPIENT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's operation and use of the premises. The cost of such insurance shall be borne by the SUBRECIPIENT.

2. The SUBRECIPIENT shall not enter or occupy the premises until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY (Attention: Okaloosa County Risk Manager, 302 North Wilson Street, Suite 301, Crestview, FL 32536). The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The

certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY to the attention of the Okaloosa County Risk Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this Agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this Agreement.

4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the SUBRECIPIENT’s insurance and shall not contribute with it. All policies of insurance required by this Agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a severability of interests' provision. All insurance policies required herein and all provisions hereof shall apply to all operations, activities, or use by the SUBRECIPIENT, or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT’s responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them, complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY

and are the responsibility of the SUBRECIPIENT. The minimum kinds and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

1. Workers' Compensation and Employer's Liability:

a. If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.

2. Comprehensive General Liability:

a. Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this Agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this Agreement.

Bodily injury and personal injury, including death:

- $1,000,000.00 each person;
- $2,000,000.00 aggregate;
- $1,000,000.00 each occurrence;
- $2,000,000.00 aggregate.

ARTICLE XXI

PERSONNEL AND PARTICIPANT CONDITIONS

1. Civil Rights

    a. Compliance. The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.

    b. Nondiscrimination. The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders and all other applicable laws, rules, and regulations.

2. Affirmative Action

    a. Approved Plan. The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the County for review upon request.

    b. Women and Minority-Owned Businesses. The SUBRECIPIENT will use affirmative steps such as: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources (3) 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 (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women’s

business enterprises (5) 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 the Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

To afford women- and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice from the SUBRECIPIENT's contracting officer advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action Statement. The SUBRECIPIENT shall, in all solicitations or advertisements for employees, placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative-Action employer.

f. Subcontract Provisions. The SUBRECIPIENT shall include the provisions of Subsection 1, Civil Rights, and Subsection 2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions

a. Prohibited Activities. The SUBRECIPIENT shall not use any portion of the Allocated Sum or personnel employed to carry out this Agreement for political activities, inherently religious activities, and lobbying, political patronage, or nepotism activities.

b. Labor Standards. The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the hour and wage requirements of this subsection.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars ($2,000.00) for construction, renovation, or repair of any building, or work financed in whole or part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements; and with the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to

require payment of the higher wage. The SUBRECIPIENT shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

4. Conduct

    a. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

    b. Conflict of Interest. The SUBRECIPIENT shall not employ or retain any person or entity with a financial interest in the Project. The SUBRECIPIENT shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the COUNTY who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties.

    c. Lobbying. The SUBRECIPIENT hereby certifies:

        1. No Federal appropriated funds have been paid by or on behalf of it 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.

2. If any funds other than Federally 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 Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The SUBRECIPIENT shall require that the language of the Anti-Lobbying Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements), and shall certify and disclose accordingly.

d. Copyright. In the event the performance of this Agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work or material for governmental purposes.

e. Religious Activities. The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

ARTICLE XXII

ENVIRONMENTAL CONDITIONS

1. Air, Water, Species Protection. The SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., 7401, et seq.

b. Clean Water Act, 33 U.S.C 1251, et seq.

c. Environmental Protection Agency Regulations pursuant to 40 CFR 50, as amended.

d. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq.

e. Coastal Zone Management Act, as amended, 16 U.S.C 1451, et seq., and implementing regulations 15 CFR Part 930.

f. Endangered Species Act, 16 U.S.C. 153, et seq.

g. Magnuson-Steven's Fishery Conservation and Management Act, as amended, 16 U.S.C. 1801-1884.

h. Marine Mammal Protection Act, 16 U.S.C. Chapter 31.

i. Coastal Barrier Resources Act, as amended.

j. Rivers and Harbors Act.

k. Wild and Scenic Rivers Act, 16 U.S.C. 1271, et seq.

l. Safe Drinking Water Act, 42 U.S.C. 300f, et seq.

m. Executive Order 11988, Floodplain Management.

n. Executive Order 11990, Wetland Protection.

o. Executive Order 13089, Coral Reef Protection.

p. Executive Order 13112, Invasive Species.

q. Executive Order 13186, Responsibilities of Federal Agencies to Protect Migratory Birds.

2. Historic Preservation. The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C., 470), and the procedures set forth in 36 CFR, 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this Agreement.

3. Environmental Protection. The SUBRECIPIENT agrees to comply with the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act insofar as they apply to the performance of this Agreement.

ARTICLE XXIII

GENERAL CONDITIONS

1. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by all parties hereto.
2. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
3. Modification. No modification, addendum, or amendment of any kind whatsoever may be made to this Agreement unless in writing and signed by all parties hereto. This Agreement may be amended from time to time to conform to Federal, State, or local governmental guidelines, policies, or available funding amounts, and such approval shall not be unreasonably withheld.
4. Amendments. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or the SUBRECIPIENT from its obligations under this Agreement, or change the independent contractor status of the SUBRECIPIENT.
5. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the matters set forth

herein. Prior agreements, negotiations, or understandings shall have no force or effect on this Agreement.

6. Sovereign Immunity. To the extent permitted by law, nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY and the SUBRECIPIENT, as provided by the laws of the State of Florida.
7. Laws. This Agreement shall be governed by all applicable Federal laws, rules, and regulations that apply. The SUBRECIPIENT shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations.
8. Venue. Venue for any litigation arising from this Agreement shall be in the First Judicial Circuit of Florida, in and for Okaloosa County.
9. This Agreement shall take effect the last day all parties hereto have signed.
10. Severability. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
11. Grant Award No. 1 RDCGR180508-01-00 is not a Research and Development Award.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

JOHN HOFSTAD, COUNTY ADMINISTRATOR
OKALOOSA COUNTY AUTHORIZED OFFICIAL

DATE

ATTEST:

[Signature of SUBRECIPIENT ATTESTOR]

LISA WALLACE, CITY CLERK
[Printed name of SUBRECIPIENT ATTESTOR]

DATE

CITY OF DESTIN, FLORIDA

[Signature of AUTHORIZED REP SUBRECIPIENT]

BOBBY WAGNER, MAYOR
[Printed name & position of AUTHORIZED REP]

EXHIBIT A

CLEMENT TAYLOR PARK RESTORATION PROJECT

PROJECT DESCRIPTION

This award will fund the restoration of Clement Taylor Park, a site once the location of Destin's one-room schoolhouse, which was used until the 1950's, and after the building was deserted and demolished the area was designated as a park. The park covers 3.39 acres and is located north of the Destin Bridge on the Choctawhatchee Bay in the midst of old Destin. The park is in great need of a facelift, and the needed improvements include: demolition of the existing 30+ year-old restrooms, which will be replaced with a new bathroom facility and picnic pavilion; demolition of the existing playground to build an ADA compliant playground with new equipment and safety surfacing; reconfiguration of parking area; renovation of the fishing pier/dock; addition of a kayak launch; replacement of concrete pathways and removal of old pilings from the Bay.

The subrecipient, City of Destin, will carry out the scope of work for the project and provide the cost sharing funds in the amount of $776,262 for a total project amount of $1,506,180.00. This project will assist with the redevelopment of Destin's waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area.

USA Spending Description

The Clement Taylor Park project grant is awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for the restoration of Clement Taylor Park with the installation of a new pavilion, ADA compliant playground equipment, and restroom facility; and the renovation of the fishing pier, park walkways, existing pavilion, and gazebo. The goal of this project is to promote and encourage tourism to the City of Destin. The project will benefit communities of Okaloosa County in the Gulf Coast Region. The subrecipient, the City of Destin, will carry out the scope of work for the project.

EXHIBIT B
SUBRECIPIENT REQUIREMENTS

Provisions		Citation
1.	Eligible Activity	34 CFR 34.201
2.	Subrecipient determination	2 CFR 200.300
3.	Time of Performance	2 CFR 200.331
4.	Compensation and Method of Payment	2 CFR, Part 225
5.	Program Income	2 CFR200.80
6.	Record Keeping Requirements	2 CFR 200.331, .333
7.	Reporting Requirements	2 CFR 200.331
8.	Public Access to Program Records	2 CFR 200.331
9.	Uniform Administrative and Program Management Standards	2 CFR, 225; 2 CFR, 200
10.	Other Program Requirements	2 CFR 200.331 2 CFR 200.207
11.	Termination	2 CFR 200.331, .338
12.	Compliance with Laws/Regulations	2 CFR 200.331
13.	Antidiscrimination/Affirmative Action EEO/Labor Standards	2 CFR 200.331
14.	Financial Management	2 CFR 200.331, .333
15.	Audits	2 CFR, 200
16.	Monitoring and Management	2 CFR, 200.300-.332
17.	Conflict of Interest	2 CFR, 200.318(c)
18.	Procurement Methods	2 CFR, 200.317-.326
19.	Budget	2 CFR 200.331
20.	Project Schedule/Milestones	2 CFR 200.331
21.	Environmental Review	2 CFR 200.331
22.	Best Available Science	31 CFR, Part 34
23.	Internal Controls	2 CFR 200.303

RESTORE Act - SPECIAL AWARD CONDITIONS

CLEMENT TAYLOR PARK RESTORATION PROJECT

RESTORE Act - SPECIAL AWARD CONDITION (SAC)

The SUBRECIPIENT shall provide to the COUNTY all items necessary to clear their Award of the following

SAC Number: SAC1

SAC Text: An ASAP Maximum Draw Limit of $1.00 is in place for this award. Further increases to the maximum draw limit will occur when Treasury grants Okaloosa County permission to proceed with construction per section S.10. of the 2022 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions.

EXHIBIT C

PROJECT SCHEDULE

CLEMENT TAYLOR PARK RESTORATION PROJECT

Number	Milestone	Estimated Timeframe
1.	Execution of subaward agreement	1
2.	Procurement	7
3.	Construction	39
4.	Closeout of subaward	40

EXHIBIT D
OKALOOSA COUNTY RESTORE PROGRAM
SEMI-ANNUAL ACTIVITY REPORT

Reporting Period (check one): YEAR ☐ April 1 –September 30 ☐ October 1 – March 31 ☐ FINAL within 90 days of end of performance period	**Date Report Submitted**:

1.	**Subrecipient Name**: City of Destin, FL
2.	**Project Name**: Clement Taylor Park Restoration Project
3.	**Name of Contact Person**: Jeff Cozadd
4.	**Contact Email Address**: jcozadd@cityofdestin.com
5.	**Subrecipient Area Code and Phone Number**: 850-279-4228
A. B.	**Performance Narrative format will be provided to the Subrecipient Contact Person when available.** **Federal Financial Report format is shown on the next page of this Agreement. Further details are found in the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions June 30, 2022 Section D in Exhibit F of this Agreement.**

	Performance Measures	**Baseline**	**Target**
1.	Number of visitors renting pavilions after first year	2377	3000
2.	New Gazebo Built	0	1
3	ADA playground structure	0	1
4.	Restroom facility built	0	1 Male; 1 Female

Federal Financial Report Cycle – Subaward 2024-R12			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
Date of subaward execution	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	06/30/2027	Final	10/28/2027

FEDERAL FINANCIAL REPORT

(Subrecipient Report Format)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page	of
ent of the Treasury	RDCGR180508 Subrecipient Agreement 2024-R12	1	1 pages

3. Recipient Organization (Name and complete address including Zip code)
Okaloosa County, 302 N Wilson St Ste 302 CRESTVIEW, FL 32536-3474

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
613277649	59-6000765		☐ Semi-Annual ☐ Final	☑Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year) [Date of subaward execution]	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year) [Reporting Period End Date]

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	$0.00
b. Cash Disbursements	$0.00
c. Cash on Hand (line a minus b)	$0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized$77	$729,918.00
e. Federal share of expenditures	$0.00
f. Federal share of unliquidated obligations	$0.00
g. Total Federal share (sum of lines e and f)	$0.00
h. Unobligated balance of Federal funds (line d minus g)	$0.00
Recipient Share:	
i. Total recipient share required	$776,262.00
j. Recipient share of expenditures	$0.00
k. Remaining recipient share to be provided (line i minus j)	$0.00
Program Income:	
l. Total Federal program income earned	$0.00
m. Program income expended in accordance with the deduction alternative	$0.00
n. Program income expended in accordance with the addition alternative	$0.00
o. Unexpended program income (line l minus line m or line n)	$0.00

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense		100			$0.00	$0.00	$0.00
				g. Totals:	$0.00	$0.00	$0.00

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)

14. Agency use only:

OMB Approval Number: 4040-0014
Expiration Date: 1/31/2019

EXHIBIT E

PROJECT BUDGET AND FUNDING SOURCES

CLEMENT TAYLOR PARK RESTORATION PROJECT

BUDGET NARRATIVE

Okaloosa County will execute a $1,506,180.00 subaward with Destin, including the full amount of Direct Component funds, $729,918.00, and $776,262.00 in Destin funding, for the creation of Clement Taylor Park Restoration. The subrecipient budget includes $1,506,180.00 under the "Construction" line item, including $8,250.00 in project inspection fees, $615,013.47 in site work, $74,416.32 in demolition and removal, $575,300.21 in construction and $233,200.00 in Equipment.

Destin previously completed the design for the park. Destin anticipates awarding one contract for construction of park improvements. The final project cost is dependent on contractor bids received.

BUDGET DETAIL

Object Class	RESTORE Act CFDA 21.015	City of Destin	Total
Contractual Services Construction	$729,918.00	$776,262.00	$1,506,180.00

EXHIBIT F

(See attached Federal Grant Agreement)

CLEMENT TAYLOR PARK RESTORATION PROJECT

1 RDCGR180508-01-00
(65 PAGES)

1. DATE ISSUED *MM/DD/YYYY*
6/11/2026

1a. SUPERSEDES AWARD NOTICE dated
10/19/2023

except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. RDCGR180508-01-01
Formerly

5. TYPE OF AWARD
Other

4a. FAIN. RDCGR180508

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD *MM/DD/YYYY*
From 1/1/2024 **through** 6/30/2027 *MM/DD/YYYY*

7. BUDGET PERIOD *MM/DD/YYYY*
From 1/1/2024 **through** 6/30/2027 *MM/DD/YYYY*

8. TITLE OF PROJECT (OR PROGRAM)
Clement Taylor Park Restoration

U.S. DEPARTMENT OF THE TREASURY
Office of Capital Access
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
Okaloosa County (RA)
302 N. Wilson St., Ste 302 Crestview FL 32536

9b. GRANTEE PROJECT DIRECTOR
Jane Evans
302 N. Wilson St., Ste 302 Crestview FL 32536
850-651-7521

10a. GRANTEE AUTHORIZING OFFICIAL
John Hofstad
302 N. Wilson St., Ste 302 Crestview FL 32536
850-651-7515
Mon Jun 15 00:00:00 GMT 2026

10b. FEDERAL PROJECT OFFICER
Nada Mohamed
1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
202-812-6348

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	I	$0.00
b. Fringe Benefits	I	$0.00
c. TOTAL PERSONNEL COSTS	I	$0.00
d. Equipment	I	$0.00
e. Supplies	I	$0.00
f. Travel	I	$0.00
g. Construction	I	$0.00
h. Other	I	$0.00
i. Contractual	I	$1,506,180.00
j. TOTAL DIRECT COSTS	I	$1,506,180.00
k. INDIRECT COSTS	I	$0.00
l. **TOTAL APPROVED BUDGET**	I	**$1,506,180.00**
m. Federal Share	II	$729,918.00
n. Non-Federal Share	II	$776,262.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$729,918.00
b. Less Unobligated Balance From Prior Budget Periods	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$729,918.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	**$0.00**
13. Total Federal Funds Awarded to Date for Project Period	**$729,918.00**

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d.5	
b. 3		e.6	
c. 4		f.7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER(See REMARKS)

b. Additional Costs

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INFORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - **Yes**)
See next page

AUTHORIZING OFFICIAL:
Jeffrey Stout, Deputy Chief Program Officer for Small Business and Community Investment, Office of Capital Access, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Mon Jun 15 00:00:00 GMT 2026

Mon Jun 15 00:00:00 GMT 2026

17.OBJ CLASS 410006	**18a. VENDOR CODE** 1236776	**18b. EIN** 59-6000765	**19a. UEI** Q8K3J6TNHKU6 **19b. DUNS** 613277649	**20. CONG. DIST.** FL-001
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21.a. Direct	**b.**	**c.** RDC	**d.** $0.00	**e.**
22.a.	**b.**	**c.**	**d.**	**e.**
23.a.	**b.**	**c.**	**d.**	**e.**

REMARKS:

This amendment is approved by Laura Van Voorhees, Authorizing Official. Accepting this award in the RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Condition and Programmatic Terms and Conditions and Special Awards Conditions. Award funds will be available to the recipient in an ASAP.gov account. The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects That Were in the Funding Pipeline by May 14, 2022. ("Pipeline Waiver"), effective as of February 17, 2023. Davis-Bacon Act provisions do not apply to this award.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2024	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	06/30/2027	Final	10/28/2027

USA SPENDING DESCRIPTION

Purpose: The Clement Taylor Park project grant is awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for the restoration of Clement Taylor Park.

Activities to be Performed: The installation of a new pavilion, ADA compliant playground equipment, and restroom facility; and the renovation of the fishing pier, park walkways, existing pavilion, and gazebo.

End Goal/Expected Outcomes: The goal of the project is to promote and encourage tourism to the City of Destin.

Beneficiaries: The project will benefit the communities of Okaloosa County in the Gulf Coast Region.

Subrecipient Activities: The City of Destin is the subrecipients for this award.

Reason for Modification: This amendment extends the award's period of performance by 12 months so that the revised period of performance is now from 01/01/2024 to 06/30/2027.

RESTORE Act - FUNDING AUTHORIZATION

Action	Total Amount of Federal Funds Awarded to Date. *Line 13 of NoA/Amendment*	Amount of Funding Restriction	Amount of Financial Assistance This Action *Line 12d of NoA/Amendment*	Amount Authorized for ASAP Account this Action	Notes
1	$729,918.00	$0.00	$729,918.00	$729,918.00	Initial action. MDL is $1.00 until commencement for construction is approved.
3	$729,918.00	$0.00	$0.00	$0.00	1st Amendment: Extend the period of performance by 12 months so that the revised period is from 01/01/2024 to 06/30/2027.

RESTORE Act - SPECIAL AWARD CONDITIONS

SAC Number: SAC1
SAC Text: An ASAP Maximum Draw Limit of $1.00 is in place for this award. Further increases to the maximum draw limit will occur when Treasury grants Okaloosa County permission to proceed with construction per section S.10. of the 2022 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions. SATISFIED.

SAC Number: SAC2
SAC Text: Okaloosa County will provide to Treasury's OCRE, before close of the award, an updated Notice of Rights that references the RESTORE Act Direct Component program.

SAC Number: SAC3
SAC Text: Okaloosa County will provide to Treasury's OCRE, before close of the award, an updated and approved Language Assistance Plan (Plan) that specifically includes the RESTORE Act Direct Component program.

APPROVED NO-COST EXTENSION

The approved no-cost extension includes all information provided with the amendment application. The attached documents, taken from the amendment application, also provide a summary of the scope of work previously approved with this award.

This amendment extends the award's period of performance by 12 months so that the new period of performance is 01/01/2024 – 06/30/2027.

The scope of work remains as follows: This award will fund the restoration of Clement Taylor Park, a site once the location of Destin's one-room schoolhouse, which was used until the 1950's, and after the building was deserted and demolished the area was designated as a park. The park covers 3.39 acres and is located north of the Destin Bridge on the Choctawhatchee Bay in the midst of old Destin. The park is in great need of a facelift, and the needed improvements include: demolition of the existing 30+ year-old restrooms, which will be replaced with a new bathroom facility and picnic pavilion; demolition of the existing playground to build an ADA compliant playground with new equipment and safety surfacing; reconfiguration of parking area; renovation of the fishing pier/dock; addition of a kayak launch; replacement of concrete pathways and removal of old pilings from the Bay. The subrecipient, City of Destin, will carry out the scope of work for the project and provide the cost sharing funds in the amount of $776,262 for a total project amount of $1,506,180.00. This project will assist with the redevelopment of Destin's waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area.

Okaloosa County is requesting an extension because the City of Destin has executed Change Order 1 to the contract with substantial completion in December 2026. After that time, the City will need to complete a punch list, final inspection and final payment. The City and County are requesting a time extension to June 30, 2027 to complete these items plus the subaward closeout and award closeout.

Please refer to the following Detailed Authorization Table:

Detailed Award Authorization Table

Action	Total Federal Funds Awarded to Date. Line 13 of NoA/Amendment	Amount of Funding Restriction	Amount of Financial Assistance This Action. Line 12d of NoA/Amendment	Amount Authorized for ASAP Account this Action	Notes
1	$ 729,918.00	$ -	$ 729,918.00	$ 729,918.00	Initial Authorization, with a maximum draw Initial action. MDL is $1.00 until commencement for construction is approved. RDCGR180508-01-00
2	$ 729,918.00	$ -	$ -	$ -	Satisfication of SAC #1 (MDL removed) via prior approval email on 8/5/2025. PD-000281
3	$ 729,918.00	$ -	$ -	$ -	Amendment 1: Extend the period of performance by 12 months so the revised period is from 01/01/2024 to 06/30/2027. RDCGR180508-01-01

Milestones

A) Milestone Number	B) Milestone Description	C) Estimated Completion Timeframe of Milestone	D) Is milestone contingent upon completion of another milestone (Y/N)?	E) What percentage of the Scope of Work is estimated to be completed with this milestone?	F) Actual Completion Date of Milestone
1	Execution of Award	1	No	4.00%	1/1/2024
2	Execution of Subaward	1	2	4.00%	2/6/2024
3	Procurement	7	1,2	21.00%	11/1/2024
4	Construction	39	1,2,3	63.00%	4/30/2027
5	Closeout of subaward	40	1,2,3,4	4.00%	5/31/2027
6	Execution of award closeout	41	1,2,3,4,5	4.00%	6/30/2027

Performance Measures

Eligible Activity/ Discipline #	Measure #	Measure	Current actual results vis-a-vis (quantitative)	Status/ Next Steps
DC 9 -- Promotion of tourism in the Gulf Coast Region, including recreational fishing.	1	Number of visitors renting pavilions after first year.	0.00	Construction completion
DC 9 -- Promotion of tourism in the Gulf Coast Region, including recreational fishing.	2	New Gazebo Built	1.00	Construction completion
DC 9 -- Promotion of tourism in the Gulf Coast Region, including recreational fishing.	3	ADA playground structure	1.00	Construction completion
DC 9 -- Promotion of tourism in the Gulf Coast Region, including recreational fishing.	4	Restroom facility built	0.00	Construction completion

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

October 1, 2024

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Appendix V: 41 C.F.R. § 60-1.4.

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");

2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");

3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program- Specific Terms and Conditions");

4. An approved application, including all documents, certifications, and assurances that are part of the approved application;

5. An approved scope of work;

6. Any approved budget; and,

7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury's implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Act Frequently Asked Questions relating to the Direct Component Program), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in the Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance," 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury's implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A Program-Specific Terms and Conditions - Awards Under the Direct Component

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:

i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and

iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. See 31 C.F.R. § 34.204(a)(1). The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and

ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount

expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:

i. All iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

ii. All manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

iii. All construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.

b. For the purposes of this section, the term "infrastructure" means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

c. The requirement of paragraph (a) (the "Buy America preference") only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. See OMB Memorandum M-24-02.

5. Buy America Preference Waivers

a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the "Date Issued" in the Notice of Award). All waivers will be posted on Treasury's RESTORE Act, Buy America website at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac

.

b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac
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c. In accordance with 2 C.F.R. § 184.7, Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:

i. Applying the Buy America Preference would be inconsistent with the public interest;

ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or,

iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. Buy America Preference Definitions

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury's RESTORE Act, Buy America website at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac
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B Program-Specific Terms and Conditions - Awards Under the Centers of Excellence Research Grants Program

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures;

b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and

c. Acquisition of land or interests in land.

2. Prior Approval for Changes in Centers of Excellence

a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. Unique Entity Identifier (UEI) Number;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and,

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. Performance Reports

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

Standard Terms and Conditions

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C Applicable Laws, Regulations, and Program Requirements

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);

2. Treasury's implementing regulations, 31 C.F.R. Part 34;

3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;

5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;

6. New Restrictions on Lobbying, 31 C.F.R. Part 21;

7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;

8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;

9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;

10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;.

11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and

12. Any special award conditions included in the award.

D Use of Funds and Financial Requirements

1. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. Pre-award Costs

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

3. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf . Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect

cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. Cost Sharing and Budget Limitations

a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. Program Income

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. Requirement to Maintain a Conflict-of-Interest Policy

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

b. As described in Public Law 115–232, section 889, covered telecommunications equipment or services are defined as follows:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

c. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

e. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

f. When the recipient or subrecipient accepts a RESTORE Act grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

g. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R.§ 200.471.

10. Limitation on Use of Funds for Research Involving Human Subjects

a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.

b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

ii. Documentation to support an exemption for the project;

iii. Documentation to support deferral for an exemption or IRB review; or

iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. Limitation on Use of Funds for Foreign Travel

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. Subawards

a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332 , including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. Recipients must verify that a proposed subrecipient is not excluded or disqualified from receiving or participating in Federal awards prior to making a subaward to the proposed subrecipient. Recipients may use the verification methods provided at 2 C.F.R. § 180.300 and Treasury's implementing regulations at 31 C.F.R. § 19.300, which include confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.

c. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332(c).

d. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

e. The recipient must provide training and technical guidance to the subrecipient as necessary.

f. The recipient must, if necessary, take appropriate enforcement actions against noncompliant subrecipients.

g. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

h. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

i. The recipient or subrecipient must 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 consistent with 2 C.F.R. § 200.318(c)(1).

i. No employee, officer, agent, or board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated mentioned in this section, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

ii. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

iii. A recipient or subrecipient may set standards for situations where the financial interest is not substantial, or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a contract.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient or subrecipient.

E Effect of a Government Shutdown on Disbursements and the Availability of Treasury Personnel

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F Recipient Reporting and Audit Requirements

1. Financial Reports

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi- annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget cost category (e.g., Personnel: Provide Dollar Amount Expended; Fringe: Provide Dollar Amount Expended; Equipment: Provide Dollar Amount Expended; Construction: Provide Dollar Amount Expended, etc.) the use of all funds received by the recipient and subrecipient (if applicable).

c. There is no requirement for cost sharing for grants under Treasury's RESTORE Act grant programs. However, if cost share funds are included in the approved award budget, the SF-425 must reflect the

cumulative status of federal and nonfederal funds to capture the financial status of the grant award as of the end of the reporting period. The cost share must be reported in the Recipient Share October 2024 | Page 17 section of the SF-425.

d. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

e. The recipient must submit all financial reports via the RESTORE Grants Management System (https://portal.treasury.gov/RGMS) unless otherwise specified by Treasury in writing.

2. Performance Reports

a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the "performance narrative" attachment (section B of the SF- PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

2) Summarize cumulative activities undertaken since the award period of performance start date by the recipient and any subrecipients (if applicable);

3) Summarize any key accomplishments, including milestones completed for the reporting period;

4) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

5) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. “RESTORE Act Status of Performance Report”: Instructions are provided on the report form.

iii. “RESTORE Act Milestones Report”: Instructions are provided on the report form.

3. Performance Measures

a. In accordance with 2 C.F.R. § 200.301, Treasury is required to measure the recipient’s performance under its RESTORE Act grants to show achievement of the programs’ goals and objectives, share lessons learned, improve programs’ outcomes, and foster adoption of promising practices.

b. As of May 16, 2024, Treasury has adopted the standardized performance metrics set forth in the Direct Component Performance Metrics Guidance listed on the Resources webpage at https://home.treasury.gov/policyissues/financial-markets-financial-institutions-and-fiscal-service/restoreact/ for RESTORE Act, Direct Component awards. Treasury will require recipients to report on these metrics for all new awards issued on or after May 16, 2024, as well as for existing awards that receive monetary amendments on or after May 16, 2024, to fund an additional project phase or effect a material change in the project scope of work. The requirement will not apply retroactively to awards made prior to May 16, 2024, amendments to existing grants for no-cost time extensions, or monetary amendments to existing grants that are solely for the purpose of funding cost overruns at bid opening, provided that the originally approved application contained an opinion of probable cost or equivalent documentation. Recipients must report on the performance metrics for their Direct Component awards on their Performance Progress Report (PPR) via RGMS. Recipients should retain the raw data supporting any calculations or estimates used to collect and report the performance data via RGMS and make this data available upon request. Recipients have the opportunity to provide any necessary context, as desired, in the narrative responses on the recipient’s Performance Progress Report.

4. Interim Reporting on Significant Developments per 2 C.F. R. § 200.329(e)

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

5. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

6. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self- Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury's Direct Component Resources webpage for reference at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac
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7. Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

8. System for Award Management (SAM.gov) and Universal Identifier Requirements

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

9. Reporting Requirements for Status of Real Property or Interest in Real Property

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status*

Report form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

10. Reporting on Lobbying

a. Solely for the purposes of reporting on lobbying, "recipient" is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury's implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

d. Each "person" who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

i. As defined in 31 U.S.C. § 1352(g)(3), the term " person "—includes an individual, corporation, company, association, authority, firm, partnership, society, State , and local government , regardless of whether such entity is operated for profit or not for profit; but does not include an Indian tribe , tribal organization , or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

iii. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have

otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

b) A change in the persons(s) influencing or attempting to influence; and/or

c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

G Financial Management System and Internal Control Requirements

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state’s own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients’ financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the Federal agency (Treasury), and the program’s Assistance Listing number (21.015);

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. Pursuant to 2 C.F.R. § 200.303, the recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII), as defined in 2 C.F.R 200.1, and other types of information. This also includes information Treasury designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, local and Tribal laws regarding privacy and responsibility over confidentiality.

H Records Retention Requirements

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I The Federal Government's Right to Inspect, Audit, and Investigate

1. Access to Records

a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. Access to the Recipients, Subrecipient's, and Contractor's Sites

a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite

physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

J Award Disbursement

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: In accordance with 2 C.F.R. § 200.305(b), the recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for

women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

a. The recipient receives less than $250,000 in federal awards per year;

b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to $500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K Notifications and Prior Approvals

1. Notifications

a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.

b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury’s approval of the revised budget.

c. The recipient must notify Treasury when it increases or decreases the amount of the non-federal share of funds supporting to the project in order for Treasury to amend the approved project budget to reflect such change in the non-federal share supporting the projected funded by the Direct Component grant. The recipient must also revise the Covenant of Purpose, Use and Ownership (Covenant) to reflect Treasury’s accurate percentage of participation in the project and record the executed Covenant, and submit a copy of the recorded Covenant to Treasury prior to award closeout.

d. The recipient must notify Treasury of non-material modifications to an accepted multiyear plan with the next amended multiyear plan submitted for Treasury’s review and acceptance. Modifications to a multiyear plan that would not be material modifications are: 1) changes that do not affect the overall scope or objective of the multiyear plan activity, and 2) changes that do not increase funding for an accepted multiyear plan in order to add new activities or increase the scope of an existing activity or activities. If non-material modifications to an activity in an accepted multiyear plan are included in a grant application, Treasury will evaluate the application to determine if the modified activity continues to be a Direct Component eligible activity and does not exceed the recipient’s Direct Component allocation.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. Any transfer between the non-construction and construction budget lines;

vi. The use of funds to reimburse the recipient for pre-award costs;

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);

viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;

ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;

x. The commencement of any construction under the award;

xi. The purchase of equipment under the award;

xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and

xiii. The disposition of real property or equipment with a fair market value exceeding $10,000; and,

xiv. The acquisition of land unless described in the grant application and approved in this award.

L Amendments and Closeout

1. Amendments

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.

c. An amendment is required whenever Treasury and the recipient wish to:

i. Make a material change to the award scope of work;

ii. Extend the award period of performance;

iii. Increase or decrease the amount of funds on a RESTORE Act grant;

iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;

v. Change the approved cost-sharing or matching provided by the recipient; or

vi. Transfer funds between the construction and nonconstruction budget line items.

d. Requests for amendments must be submitted via RGMS, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;

e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:

i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;

ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. Closeout

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330.and Section Q of these terms and conditions

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient ‘s material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

iv. Compliance with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F;

v. Compliance with the Property management and disposition requirements set forth in 2 C.F. R. § 200.310 through 200.316; and,

vi. Compliance with the Records retention requirements set forth in 2 C.F.R. § 200.334 through 200.337.

i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M Termination and Remedies for Noncompliance

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury’s implementing regulations, these Standard Terms and Conditions, Program- Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;

ii. Requiring additional reporting or more frequent submission of the SF- 425, SF-PPR, or RESTORE Act Status of Performance Report;

iii. Requiring additional activity, project, or program monitoring;

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards;

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or

g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N Debts

1. Payment of Debts Owed the Federal Government

a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O Non-Discrimination Requirements

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions.

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities**;**

c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Executive Orders

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a

reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency:

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P Requirement to Check Debarment and Suspension Status of Subrecipients, Contractors, Subcontractors, and Vendors

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q Procurement

1. General Provisions

a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321 , 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 .

b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. Solid Waste Disposal

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Subawards

a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Small Business, Minority, Women, and Veteran-Owned Business Enterprises

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary affirmative steps to assure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such consideration means:

a. These business types are included on solicitation lists;

b. These business types are solicited whenever they are deemed eligible as potential sources;

c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and ,

f. Requiring contractor, under a Federal award to apply this section to subcontracts.

5. Domestic Preference for Procurement

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. § 200.322 for

definitions of “manufactured products” and “produced in the United States.” This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Worker (January 25, 2021). For infrastructure projects, recipients must comply with the Buy America preference set forth in 2 C.F.R. Part 184.

R Environmental Requirements

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient’s approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)

22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

24. Coral Reef Protection, EO 13089

25. Invasive Species, EO 13112

S Real Property, Construction, Equipment and Supplies

1. General Requirements

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. Real Property and Acquisition of Land and Land Interests

a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. Title

a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and

ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

i. A copy of the easement deed or equivalent conveyance document; and

ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and

ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. Permitting Requirements

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. Estimated Useful Life

a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with the Treasury investment.

c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. Recording the Federal Interest in the Real Property

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided

equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters;

c. Terrorist acts; and

d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Commencement of Construction

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions

of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:

i. Devices and systems:

1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or

2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and

ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient 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 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in all prime construction contracts in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to https://sam.gov/content/wage-determinations . If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination .

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are 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 and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification .

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at https://www.dol.gov/whd/programs/dbra/wh1321.htm .

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of $2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. **Contract Provision for Contracts in Excess of $100,000** ***Contract Work Hours and Safety Standards Act.*** All contracts awarded by the recipient or subrecipient 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 at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, 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.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement**: In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the 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 C.F.R. 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: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $10,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed SF-428 Tangible Personal Property Report and SF-428-B Final Report Form no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $10,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed SF-428 Tangible Personal Property Report and SF-428-C Disposition Request/Report. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed SF-428 Tangible Personal Property Report and SF-428-B Final Report Form if the recipient retains any equipment with a current fair market value greater than $10,000 per unit or a residual inventory of unused supplies exceeding $10,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T Miscellaneous Requirements and Provisions

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.

e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Limitations on Political Activities of Employees

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. Drug-Free Workplace

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite- minorityinst.html.

9. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89- 544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

b) Procure a commercial sex act during the period of time that this Award is in effect; or

c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

1) Associated with performance under this Award; or

2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:

a) Associated with performance under this Award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient:

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this Award.

iii. You must include the requirements of this section in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

i. "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. “Private entity”:

a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or

2) A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. Publications and Signage

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

“This project was funded in whole or in part by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury (Treasury).The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by Treasury. Rather, the references are illustrations to supplement discussion of the issues. The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor Treasury can vouch for their current validity.”

Signage:

"This project was funded by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury.”

13. Copyright

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal

Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient’s personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

i. When no longer needed for subaward or contract performance;

ii. Upon completion of the subrecipient or contractor employee’s employment; or

iii. Upon subaward or contract completion or termination.

15. Export Control

a. This clause applies to the extent that this Award involves access to export- controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR’s deemed exports and re-exports

provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

Appendix I: 2 C.F.R. Part 170, Appendix A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the subaward.

2. Reporting Requirements.

i. The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities —(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000;

ii. in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

2. Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

i. As part of the recipient's registration profile at https://www.sam.gov/.

ii. No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

c. Reporting of total compensation of subrecipient executives—

1. Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

i. The total Federal funding authorized to date under the subaward equals or exceeds $30,000;

ii. In the subrecipient's preceding fiscal year, the subrecipient received:

(A)) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986after receiving this subaward. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

2. Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later Start Printed Page 30113 than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

d. Exemptions.

A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f) .

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

1. Whether for profit or nonprofit:

i. A corporation;

ii. An association;

iii. A partnership;

iv. A limited liability company;

v. A limited liability partnership;

vi. A sole proprietorship;

vii. Any other legal busniess entity;

viii. Another grantee or contractor that is not excluded by subparagraph (2); and

ix. Any State or locality;

2. Does not include:

i. An individual recipient of Federal financial assistance; or

ii. A Federal employee.

3. Executive means an officer, managing partner, or any other employee holding a management position.

4. Subaward has the meaning given in 2 C.F.R. 200.1.

5. Subrecipient has the meaning given in 2 C.F.R. 200.1.

6. Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 C.F.R. 229.402(c)(2).

Appendix II: 2 C.F.R. Part 25, Appendix A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the recipient until the entity has provided its Unique Entity Identifier to the recipient.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

Appendix III: Davis-Bacon and Related Acts Requirements

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. . § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4) . Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i) , except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5 , the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5 , and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3 ;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12 .

4. *Apprentices and trainees* -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 C.F.R. 5.16 , trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30 .

5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 C.F.R. part 3 , which are incorporated by reference in this contract.

6. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) , 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 the contract clauses in 29 C.F.R. 5.5 .

7. *Contract termination: debarment.* A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12 .

8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1 , 3, and 5 are herein incorporated by reference in this contract.

9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5 , 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1) .

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1) .

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 .

Appendix IV: Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety STandards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) *Withholding for unpaid wages and liquidated damages.* The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

Appendix V: 41 C.F.R. § 60-1.4

During the performance of this contract, the contractor agrees as follows:

1) 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.

2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The [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 [recipient] 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.

The [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.

The [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 [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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE I **RECITALS**

ARTICLE II **PURPOSE AND INTENT**

ARTICLE III **STATEMENT OF WORK**

ARTICLE IV **PERFORMANCE AND SUBCONTRACTS**

ARTICLE V **CONTRACT LIABILITY**

ARTICLE VI **REIMBURSEMENT**

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ARTICLE XIV **REPORTING REQUIREMENTS**

ARTICLE XV **RECORD RETENTION**

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ARTICLE XVII **NOTICES**

ARTICLE XVIII **INDEPENDENT CONTRACTOR**

ARTICLE XIX **INDEMNIFICATION**

ARTICLE XX **INSURANCE**

ARTICLE XXI **PERSONNEL AND PARTICIPANT CONDITIONS**

ARTICLE XXII **ENVIRONMENTAL CONDITIONS**

ARTICLE XXIII **GENERAL CONDITIONS**

SUBAWARD AGREEMENT NO. 2024-R12 BETWEEN OKALOOSA COUNTY, FLORIDA AND THE CITY OF DESTIN, FLORIDA PERTAINING TO THE DIRECT COMPONENT PORTION OF THE RESTORE ACT TRUST FUND MONIES ALLOCATED TO OKALOOSA COUNTY

THIS SUBAWARD AGREEMENT (hereinafter “Agreement”) is entered into by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, with an address of 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, by and through its Board of County Commissioners, (hereinafter the "COUNTY"), Sam.gov Unique Entity Identifier Q8K3J6TNHKU6, and the City of Destin, a municipal corporation of the State of Florida, with an address of 4200 Indian Bayou Trail, Destin, FL 32541, by and through its Mayor and City Council, (hereinafter the "SUBRECIPIENT"), and having a Sam.gov Unique Entity Identifier of HWLNK1AV2LD6, for the receipt of a subaward of funds made available through a federal award to the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY, recognizing that substantial funds of money could be made available to the COUNTY through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter “the RESTORE Act”) which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to the United States Department of the Treasury (hereinafter “TREASURY”) pursuant to all applicable rules and requirements; and

WHEREAS, said Multiyear Implementation Plan consisted of ten initial projects, one of which the SUBRECIPIENT proposed, the Clement Taylor Park Restoration and Pathway, now referred to as, Clement Taylor Park Restoration Project; and

WHEREAS, the Multiyear Implementation Plan was accepted by TREASURY on June 30, 2017, which authorized the COUNTY to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

WHEREAS, the COUNTY has been awarded a RESTORE Act allocation of $729,918.00 dollars under Federal Award Identification Number 1 RDCGR180508-01-00, issued to the COUNTY on October 19, 2023, and accepted by the COUNTY on December 5, 2023, by the United States Department of the Treasury; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the restoration of a public park, Clement Taylor Park, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application; and

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into an subaward Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY'S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Clement Taylor Park Restoration Project in compliance with the Multiyear Implementation Plan; and

WHEREAS, Exhibits A, B, C, D, E and F which are attached and further explain this Subaward Agreement are incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE I

RECITALS

The WHEREAS clauses set forth above are incorporated herein by reference and made part of this Agreement.

ARTICLE II

PURPOSE AND INTENT

The COUNTY has received a Federal Award through the Gulf Coast Restoration Trust Fund (CFDA# 21.015, titled: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States), in the amount of Seven Hundred Twenty-nine Thousand, Nine Hundred Eighteen dollars ($729,918.00) as of December 8, 2023, to carry out the projects meeting the requirements of 31 C.F.R. Part 34. The purpose and intent of this Agreement is to allocate a portion of RESTORE Act funds awarded to the COUNTY to the SUBRECIPIENT for reimbursement of qualified expenditures for the Clement Taylor Park Restoration Project more specifically described in Exhibits A, C, and E. The SUBRECIPIENT will provide Seven Hundred Seventy-six Thousand, Two Hundred, Sixty-two dollars ($776,262.00) of non-RESTORE funds to be blended with RESTORE funds towards the project. These non-RESTORE funds must be procedurally treated as federal funds in the Clement Taylor Park Restoration Project. The current indirect cost rate is 0% for the SUBRECIPIENT under this Agreement. The terms and conditions of the Federal Award (Exhibit F) apply to this Agreement, in accordance with 2 Code of Federal Regulations (CFR) 200.101(b)1. The combined total of the RESTORE and the SUBRECIPIENT funding is One Million, Five Hundred, Six Thousand, One Hundred Eighty dollars ($1,506,180.00).

ARTICLE III

STATEMENT OF WORK

1. Project. The Clement Taylor Park Restoration Project (hereinafter the "Project'), more particularly described in Exhibit A, is the purpose of this Agreement. The Project is for the creation of a public park, Clement Taylor Park, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application.

2. Budget. The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as shown as part of SUBRECIPIENT's application for the Allocated Sum, attached hereto and incorporated herein as Exhibit E, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.

3. Schedule. The timeframe to provide Project services, herein referred to as "Project Schedule," begins on execution of this document by both parties, and ends on May 31, 2026, as indicated in Exhibit C. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.

4. Qualified expenditures, eligible expenditures, and eligible expenses shall mean those expenditures or expenses reasonably necessary to complete the Project.

ARTICLE IV

PERFORMANCE AND SUBCONTRACTS

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as reasonably determined by the COUNTY, will constitute noncompliance of this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a period of forty-five (45) days after being notified by the COUNTY, in accordance with Article XVI contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 C.F.R. Part 200.

2. SUBRECIPIENT’s subcontractors. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subcontract, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the SUBRECIPIENT’s subcontract(s), and the SUBRECIPIENT shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subcontractor(s) will be

deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY. The Subrecipient's subcontractor(s) must maintain an active Unique Entity Identifier in Sam.gov with no exclusions.

3. Procurement Standards. All procurement transactions shall be conducted in a manner to provide to the maximum extent, practical, open, and free competition. SUBRECIPIENT must follow the Federal Procurement Standards set forth in 2 CFR 200.318 – 200.326. Bid packages and advertisements shall be subject to COUNTY review and comment before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and comment prior to award. Within 10 working days from receiving documentation from the SUBRECIPIENT, the COUNTY shall submit all comments to the SUBRECIPIENT for consideration.

4. Laws. All contracts or subcontracts made by the SUBRECIPIENT to carry out the Project herein shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations stipulated in this Agreement and in strict accordance with all terms, covenants, and conditions in this Agreement. Any worker's services contracted hereunder shall be specified by written contract or Agreement and shall be subject to each Article set forth in this Agreement.

5. Subcontract Monitoring. The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each required periodic report.

ARTICLE V

CONTRACT LIABILITY

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with this Agreement, or for debts or claims accruing to such parties against the SUBRECIPIENT; there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of its services to the COUNTY hereunder.

ARTICLE VI

REIMBURSEMENT

The SUBRECIPIENT is allocated a total sum in the amount of Seven Hundred Twenty-Nine Thousand, Nine Hundred Eighteen dollars ($729918.00) (hereinafter the "Allocated Sum") by the COUNTY from its RESTORE Act allocation, to be made available to the SUBRECIPIENT for reimbursement of eligible expenditures, in consideration for performance of the project as described in Exhibit A, attached hereto and incorporated herein. The total amount of Federal funding (RESTORE Act allocation) obligated by this Agreement and made available to the SUBRECIPIENT shall not exceed Seven Hundred Twenty-nine Thousand, Nine Hundred Eighteen dollars ($729,918.00).

ARTICLE VII

PAYMENT

Payment by the COUNTY of the Allocated Sum to the SUBRECIPIENT as reimbursement or the SUBRECIPIENT's vendor for performance of the Project shall be as follows:

1. The SUBRECIPIENT shall submit to the COUNTY, through its Office of Management and Budget Grants Administration any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents shall be submitted to the COUNTY

within thirty (30) days from the day the SUBRECIPIENT received service or performance or supplies from a vendor and in no event later than forty-five (45) days from when the SUBRECIPIENT receives the bill/invoice from the vendor. Final request for payment shall be submitted no later than thirty (30) days from Project completion. Verifying Documents may include, but are not limited to:

a. Records of staff time, documented time sheets, with original signatures of the staff person and a documented official, all applicable cancelled checks (a bank statement will be required if the cancelled checks are not legible), receipts for material and labor, and any invoices chargeable to the Project.

b. An original invoice and written approval by the SUBRECIPIENT for each eligible expense to be paid directly to the vendor, or a written request for reimbursement that includes a copy of applicable invoices for each eligible expense.

c. Invoices from the vendor, including details of the amounts being invoiced, and copies of cancelled checks, front and back, which have been processed for payment for items that apply to the reimbursement of the SUBRECIPIENT's funds.

d. All documentation must be clear and eligible. If electronic copies are not deemed in this manner, then the COUNTY shall request hard copies to be delivered to the County Point of Contact in this agreement.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the sole discretion of the COUNTY, it is determined there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents. The SUBRECIPIENT shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents older than sixty (60) days from the date of receipt by the SUBRECIPIENT from a vendor.

5. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR, 200; 2 CFR, 215; or 2 CFR, 225, as applicable.

6. If applicable, program income must be disbursed before the SUBRECIPIENT requests funds from the COUNTY. The COUNTY will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the SUBRECIPIENT must submit any outstanding reports, as well as any required reporting on subawards. The SUBRECIPIENT must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the SUBRECIPIENT requests and with the approval from the COUNTY and TREASURY, an extension. Within 30 days after receipt of the reports in paragraph (a) of this section, the COUNTY will make upward or downward adjustments to the allowable costs, and then make prompt payments to the allowable, unreimbursed costs. The closeout of this award does not affect any of the following:

a. The right of the COUNTY or TREASURY to disallow costs and recover funds on the basis of a later audit or other review;

b The obligation of the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

c. The SUBRECIPIENT's obligations regarding audits, property management and disposition (if applicable), and records retention

ARTICLE VIII

UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR 200.330 and 200.331, and agrees to adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

ARTICLE IX

PROGRAM INCOME

The SUBRECIPIENT shall report monthly all program income, as defined in 2 CFR, 200.80, generated by activities carried out with the Allocated Sum made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth in the *RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions*, U.S. Department of the TREASURY, June 30, 2022. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balances on hand. All unused program income with interest shall be returned to the COUNTY at the end of the contract period.

ARTICLE X

MAINTENANCE AND REAL PROPERTY PROTECTIONS

The SUBRECIPIENT shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security Agreement without prior written approval by the COUNTY. The SUBRECIPIENT shall not subject the title to such property to any liens or grants; the making of any Federal loan; the entering into of any cooperative Agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement without prior written approval from the COUNTY. For projects including acquisition and improvements to real property, the SUBRECIPIENT acknowledges its obligations under the RESTORE Act Standard Terms and Conditions (included in Exhibit F), including, but not limited to, W. 5. Estimated Useful Life and W. 7. Use of Real Property regarding operation and maintenance of the property, use restrictions, and restrictions on conveyance. The SUBRECIPIENT acknowledges its obligations to use the property for its funded purpose for the duration of its Estimated Useful Life and to maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life. The improvements will provide additional public infrastructure to Destin and is intended to provide a permanent public access and use facility including installation of a new pavilion, ADA Compliant playground equipment, restroom facility and a new Gazebo; and the renovation of the fishing pier, park walkways and existing pavilion.

ARTICLE XI

COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY and the RESTORE Act in providing funding for the Project. All facilities constructed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created

to promote the Project shall acknowledge the COUNTY and the RESTORE Act as providing funding for the Project.

ARTICLE XII

TERM

The term of this Agreement shall be in effect from the execution of both parties, to May 31, 2026, upon the effective date as required herein, until such time as the monitoring period has expired past that date.

ARTICLE XIII

AUDITS AND MONITORING

In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR, 200, as revised. Article II indicates Federal resources awarded through the COUNTY by this Agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR, 200, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR, 200, as revised, will meet the requirements of this part.

a. In connection with the audit requirements addressed in Subsection 1 above, the SUBRECIPIENT shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR, 200, as revised.
b. If the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, is not required. In the

event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, the cost of the audit must be paid from non-Federal resources.

c. In addition to reviews of audits conducted in accordance with 2 CFR, 200, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY; limited-scope audits as defined by 2 CFR, 200, as revised; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE XIV

REPORTING REQUIREMENTS

The SUBRECIPIENT shall submit to the COUNTY semi-annual activity, as indicated in Exhibit D, attached hereto and incorporated herein. Reports are due by the 15th of the month following the end of each reporting period and must include information on levels of accomplishment, objectives met for each activity funded, and subcontract monitoring reports as applicable. Within 15 days of completing each project action item in Exhibit C (Project Schedule), the SUBRECIPIENT shall provide via email project photographs in jpg format, explanations of the photographs, and a summary of progress in MSWord for each action item, suitable for posting to a project-related web page.

The SUBRECIPIENT shall complete and submit to the COUNTY a report on the status of the real property or interest in real property in which the federal government retains an interest, using an SF-429 Real Property Status Report form annually for the first three years of this award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period. The COUNTY will use this information as the basis for filing SF-429 reports to TREASURY.

ARTICLE XV

RECORD RETENTION

1. Maintenance of Records
    a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 2 CFR, as appropriate, that are pertinent to the Project herein funded by the Allocated Sum. Such records shall include, but are not limited to:
        1. Application requesting Project funding.
        2. Executed SUBRECIPIENT Agreement approving the Project, including any amendments to this Agreement.
        3. Records providing a full description of each activity undertaken.
        4. Records demonstrating that the activity meets the national objective herein.
        5. Records determining eligibility of work performed for the Allocated Sum.
        6. Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Allocated Sum, if applicable.

7. Financial records as required by 2 CFR 200.330 and 200.331, and all Financial Management standards as specified in Exhibit B.
8. Copy of periodic reports submitted as required herein.

b. Retention of Records. The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, after the resolution of all Federal audit findings, or until the note and mortgage associated with this Agreement are satisfied, whichever occurs later.

c. Access to Records. The COUNTY and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the SUBRECIPIENT which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts. The right of access shall last as long as any record is required to be retained. Access shall be made available during normal business hours and as often as the COUNTY or any authorized representative of the Federal government deems necessary.

d. All original records and documents pertinent to this Agreement shall be retained by the SUBRECIPIENT during the terms of this Agreement. All records, including supporting documentation, shall be sufficient to determine compliance with the requirements of this Agreement and all other applicable laws and regulations. The SUBRECIPIENT, its employees or agents, shall provide access during the contract period to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY, at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday

through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY. The SUBRECIPIENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the SUBRECIPIENT in connection with this Agreement, including the provisions of public access and for copies at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law. The SUBRECIPIENT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. The SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE XVI

SUSPENSION AND TERMINATION

1. Termination. Either party may terminate this Agreement without cause, at any time, by giving at least a thirty (30) day written notice to the other party of such termination. Either party may terminate this Agreement with cause immediately.

a. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the SUBRECIPIENT under this Agreement, shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just

and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

b. Cause shall include, but is not limited to, failure to strictly comply with all applicable Federal, State, and local laws, rules and regulations, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than forty-five (45) days from receipt of the notice from the COUNTY.

c. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

2. Suspension. In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this Agreement and withhold any payment of Allocated Sum until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

ARTICLE XVII

NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

OKALOOSA COUNTY

Jane Evans
Grants & RESTORE Manager
Okaloosa County
1250 North Eglin Parkway, Ste 102
Shalimar, FL 32579
850-651-7521
jevans@myokaloosa.com

SUBRECIPIENT

Louis Zunguze
Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
850-837-4242
Lzunguze@cityofdestin.com
Federal ID No 59-2480854
DUNS No. 364637595

Awarding Agency – US Department of the Treasury.

Jeff Gilleo
Federal Project Officer
1500 Pennsylvania Ave. N.W.
Washington D.C. 20220-0001
Phone: 202-961-7780
Jeffrey.Gilleo@treasury.gov

ARTICLE XVIII

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

ARTICLE XIX

INDEMNIFICATION

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with this Agreement, or arising out of any act, action, neglect, or omission during the performance of this Agreement, as modified, any part thereof, or work performed hereunder, whether direct or indirect; or by reason or result of injury caused by the SUBRECIPIENT's negligent maintenance or supervision of the property or work performed thereon over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance, required under Article XX of this Agreement; or by any defect in the condition or construction of the Project, if the Project was inspected and accepted by the SUBRECIPIENT; whether or not due to, or caused by negligence of the COUNTY, or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees. The indemnity hereunder shall continue until all provisions of this Agreement, including satisfaction of any mortgage and/or promissory note, have been fully performed by the SUBRECIPIENT.

The SUBRECIPIENT's obligation to indemnify, defend, and pay for the defense or, at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY's notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT's inability to evaluate liability, or

because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable, or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

Notwithstanding any provision of this Agreement, if the SUBRECIPIENT is an agency or subdivision of the State of Florida, its obligation to indemnify, defend and hold harmless the County shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving any applicable limits of sovereign immunity.

ARTICLE XX

INSURANCE

1. The SUBRECIPIENT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's operation and use of the premises. The cost of such insurance shall be borne by the SUBRECIPIENT.

2. The SUBRECIPIENT shall not enter or occupy the premises until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY (Attention: Okaloosa County Risk Manager, 302 North Wilson Street, Suite 301, Crestview, FL 32536). The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The

certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY to the attention of the Okaloosa County Risk Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this Agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this Agreement.

4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the SUBRECIPIENT’s insurance and shall not contribute with it. All policies of insurance required by this Agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a severability of interests' provision. All insurance policies required herein and all provisions hereof shall apply to all operations, activities, or use by the SUBRECIPIENT, or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT’s responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them, complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY

and are the responsibility of the SUBRECIPIENT. The minimum kinds and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

1. Workers' Compensation and Employer's Liability:

a. If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.

2. Comprehensive General Liability:

a. Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this Agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this Agreement.

Bodily injury and personal injury, including death:

- $1,000,000.00 each person;
- $2,000,000.00 aggregate;
- $1,000,000.00 each occurrence;
- $2,000,000.00 aggregate.

ARTICLE XXI

PERSONNEL AND PARTICIPANT CONDITIONS

1. Civil Rights

    a. Compliance. The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.

    b. Nondiscrimination. The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders and all other applicable laws, rules, and regulations.

2. Affirmative Action

    a. Approved Plan. The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the County for review upon request.

    b. Women and Minority-Owned Businesses. The SUBRECIPIENT will use affirmative steps such as: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources (3) 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 (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women’s

business enterprises (5) 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 the Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

To afford women- and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice from the SUBRECIPIENT's contracting officer advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action Statement. The SUBRECIPIENT shall, in all solicitations or advertisements for employees, placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative-Action employer.

f. Subcontract Provisions. The SUBRECIPIENT shall include the provisions of Subsection 1, Civil Rights, and Subsection 2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions

a. Prohibited Activities. The SUBRECIPIENT shall not use any portion of the Allocated Sum or personnel employed to carry out this Agreement for political activities, inherently religious activities, and lobbying, political patronage, or nepotism activities.

b. Labor Standards. The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the hour and wage requirements of this subsection.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars ($2,000.00) for construction, renovation, or repair of any building, or work financed in whole or part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements; and with the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to

require payment of the higher wage. The SUBRECIPIENT shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

4. Conduct

    a. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

    b. Conflict of Interest. The SUBRECIPIENT shall not employ or retain any person or entity with a financial interest in the Project. The SUBRECIPIENT shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the COUNTY who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties.

    c. Lobbying. The SUBRECIPIENT hereby certifies:

        1. No Federal appropriated funds have been paid by or on behalf of it 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.

2. If any funds other than Federally 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 Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The SUBRECIPIENT shall require that the language of the Anti-Lobbying Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements), and shall certify and disclose accordingly.

d. Copyright. In the event the performance of this Agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work or material for governmental purposes.

e. Religious Activities. The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

ARTICLE XXII

ENVIRONMENTAL CONDITIONS

1. Air, Water, Species Protection. The SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., 7401, et seq.

b. Clean Water Act, 33 U.S.C 1251, et seq.

c. Environmental Protection Agency Regulations pursuant to 40 CFR 50, as amended.

d. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq.

e. Coastal Zone Management Act, as amended, 16 U.S.C 1451, et seq., and implementing regulations 15 CFR Part 930.

f. Endangered Species Act, 16 U.S.C. 153, et seq.

g. Magnuson-Steven's Fishery Conservation and Management Act, as amended, 16 U.S.C. 1801-1884.

h. Marine Mammal Protection Act, 16 U.S.C. Chapter 31.

i. Coastal Barrier Resources Act, as amended.

j. Rivers and Harbors Act.

k. Wild and Scenic Rivers Act, 16 U.S.C. 1271, et seq.

l. Safe Drinking Water Act, 42 U.S.C. 300f, et seq.

m. Executive Order 11988, Floodplain Management.

n. Executive Order 11990, Wetland Protection.

o. Executive Order 13089, Coral Reef Protection.

p. Executive Order 13112, Invasive Species.

q. Executive Order 13186, Responsibilities of Federal Agencies to Protect Migratory Birds.

2. Historic Preservation. The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C., 470), and the procedures set forth in 36 CFR, 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this Agreement.

3. Environmental Protection. The SUBRECIPIENT agrees to comply with the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act insofar as they apply to the performance of this Agreement.

ARTICLE XXIII

GENERAL CONDITIONS

1. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by all parties hereto.
2. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
3. Modification. No modification, addendum, or amendment of any kind whatsoever may be made to this Agreement unless in writing and signed by all parties hereto. This Agreement may be amended from time to time to conform to Federal, State, or local governmental guidelines, policies, or available funding amounts, and such approval shall not be unreasonably withheld.
4. Amendments. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or the SUBRECIPIENT from its obligations under this Agreement, or change the independent contractor status of the SUBRECIPIENT.
5. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the matters set forth

herein. Prior agreements, negotiations, or understandings shall have no force or effect on this Agreement.

6. Sovereign Immunity. To the extent permitted by law, nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY and the SUBRECIPIENT, as provided by the laws of the State of Florida.
7. Laws. This Agreement shall be governed by all applicable Federal laws, rules, and regulations that apply. The SUBRECIPIENT shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations.
8. Venue. Venue for any litigation arising from this Agreement shall be in the First Judicial Circuit of Florida, in and for Okaloosa County.
9. This Agreement shall take effect the last day all parties hereto have signed.
10. Severability. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
11. Grant Award No. 1 RDCGR180508-01-00 is not a Research and Development Award.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

JOHN HOFSTAD, COUNTY ADMINISTRATOR
OKALOOSA COUNTY AUTHORIZED OFFICIAL

February 6, 2024
DATE

ATTEST:

[Signature of SUBRECIPIENT ATTESTOR]

REY BAILEY, CITY CLERK
[Printed name of SUBRECIPIENT ATTESTOR]

1/22/2024
DATE

CITY OF DESTIN, FLORIDA

[Signature of AUTHORIZED REP SUBRECIPIENT]

BOBBY WAGNER, MAYOR
[Printed name & position of AUTHORIZED REP]

EXHIBIT A

CLEMENT TAYLOR PARK RESTORATION PROJECT

PROJECT DESCRIPTION

This award will fund the restoration of Clement Taylor Park, a site once the location of Destin's one-room schoolhouse, which was used until the 1950's, and after the building was deserted and demolished the area was designated as a park. The park covers 3.39 acres and is located north of the Destin Bridge on the Choctawhatchee Bay in the midst of old Destin. The park is in great need of a facelift, and the needed improvements include: demolition of the existing 30+ year-old restrooms, which will be replaced with a new bathroom facility and picnic pavilion; demolition of the existing playground to build an ADA compliant playground with new equipment and safety surfacing; reconfiguration of parking area; renovation of the fishing pier/dock; addition of a kayak launch; replacement of concrete pathways and removal of old pilings from the Bay.

The subrecipient, City of Destin, will carry out the scope of work for the project and provide the cost sharing funds in the amount of $776,262 for a total project amount of $1,506,180.00. This project will assist with the redevelopment of Destin's waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area.

USA Spending Description

The Clement Taylor Park project grant is awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for the restoration of Clement Taylor Park with the installation of a new pavilion, ADA compliant playground equipment, and restroom facility; and the renovation of the fishing pier, park walkways, existing pavilion, and gazebo. The goal of this project is to promote and encourage tourism to the City of Destin. The project will benefit communities of Okaloosa County in the Gulf Coast Region. The subrecipient, the City of Destin, will carry out the scope of work for the project.

EXHIBIT B
SUBRECIPIENT REQUIREMENTS

Provisions		Citation
1.	Eligible Activity	34 CFR 34.201
2.	Subrecipient determination	2 CFR 200.300
3.	Time of Performance	2 CFR 200.331
4.	Compensation and Method of Payment	2 CFR, Part 225
5.	Program Income	2 CFR200.80
6.	Record Keeping Requirements	2 CFR 200.331, .333
7.	Reporting Requirements	2 CFR 200.331
8.	Public Access to Program Records	2 CFR 200.331
9.	Uniform Administrative and Program Management Standards	2 CFR, 225; 2 CFR, 200
10.	Other Program Requirements	2 CFR 200.331 2 CFR 200.207
11.	Termination	2 CFR 200.331, .338
12.	Compliance with Laws/Regulations	2 CFR 200.331
13.	Antidiscrimination/Affirmative Action EEO/Labor Standards	2 CFR 200.331
14.	Financial Management	2 CFR 200.331, .333
15.	Audits	2 CFR, 200
16.	Monitoring and Management	2 CFR, 200.300-.332
17.	Conflict of Interest	2 CFR, 200.318(c)
18.	Procurement Methods	2 CFR, 200.317-.326
19.	Budget	2 CFR 200.331
20.	Project Schedule/Milestones	2 CFR 200.331
21.	Environmental Review	2 CFR 200.331
22.	Best Available Science	31 CFR, Part 34
23.	Internal Controls	2 CFR 200.303

RESTORE Act - SPECIAL AWARD CONDITIONS

CLEMENT TAYLOR PARK RESTORATION PROJECT

RESTORE Act - SPECIAL AWARD CONDITION (SAC)

The SUBRECIPIENT shall provide to the COUNTY all items necessary to clear their Award of the following

SAC Number: SAC1

SAC Text: An ASAP Maximum Draw Limit of $1.00 is in place for this award. Further increases to the maximum draw limit will occur when Treasury grants Okaloosa County permission to proceed with construction per section S.10. of the 2022 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions.

EXHIBIT C

PROJECT SCHEDULE

CLEMENT TAYLOR PARK RESTORATION PROJECT

Number	Milestone	Estimated Timeframe
1.	Execution of subaward agreement	1
2.	Procurement	7
3.	Construction	22
4.	Closeout of subaward	23

EXHIBIT D
OKALOOSA COUNTY RESTORE PROGRAM
SEMI-ANNUAL ACTIVITY REPORT

Reporting Period (check one): YEAR ☐ April 1 –September 30 ☐ October 1 – March 31 ☐ FINAL within 90 days of end of performance period	**Date Report Submitted**:

1.	**Subrecipient Name**: City of Destin, FL
2.	**Project Name**: Clement Taylor Park Restoration Project
3.	**Name of Contact Person**: Jeff Cozadd
4.	**Contact Email Address**: jcozadd@cityofdestin.com
5.	**Subrecipient Area Code and Phone Number**: 850-279-4228
A. B.	**Performance Narrative format will be provided to the Subrecipient Contact Person when available.** **Federal Financial Report format is shown on the next page of this Agreement. Further details are found in the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions June 30, 2022 Section D in Exhibit F of this Agreement.**

	Performance Measures	**Baseline**	**Target**
1.	Number of visitors renting pavilions after first year	2377	3000
2.	New Gazebo Built	0	1
3	ADA playground structure	0	1
4.	Restroom facility built	0	1 Male; 1 Female

Federal Financial Report Cycle – Subaward 2024-R12			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
Date of subaward execution	03/31/2024	Semi-Annual	04/15/2024
04/01/2024	09/30/2024	Semi-Annual	10/15/2024
10/01/2024	03/31/2025	Semi-Annual	04/15/2025
04/01/2025	09/30/2025	Semi-Annual	10/15/2025
10/01/2025	03/31/2026	Semi-Annual	04/15/2026
04/01/2026	5/31/2026	Final	08/31/2026

FEDERAL FINANCIAL REPORT

(Subrecipient Report Format)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page	of
ent of the Treasury	RDCGR180508 Subrecipient Agreement 2024-R12	1	1 pages

3. Recipient Organization (Name and complete address including Zip code)
Okaloosa County, 302 N Wilson St Ste 302 CRESTVIEW, FL 32536-3474

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
613277649	59-6000765		☐ Semi-Annual ☐ Final	☑Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year) [Date of subaward execution]	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year) [Reporting Period End Date]

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	$0.00
b. Cash Disbursements	$0.00
c. Cash on Hand (line a minus b)	$0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized$77	$729,918.00
e. Federal share of expenditures	$0.00
f. Federal share of unliquidated obligations	$0.00
g. Total Federal share (sum of lines e and f)	$0.00
h. Unobligated balance of Federal funds (line d minus g)	$0.00
Recipient Share:	
i. Total recipient share required	$776,262.00
j. Recipient share of expenditures	$0.00
k. Remaining recipient share to be provided (line i minus j)	$0.00
Program Income:	
l. Total Federal program income earned	$0.00
m. Program income expended in accordance with the deduction alternative	$0.00
n. Program income expended in accordance with the addition alternative	$0.00
o. Unexpended program income (line l minus line m or line n)	$0.00

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense		100			$0.00	$0.00	$0.00
				g. Totals:	$0.00	$0.00	$0.00

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)
	14. Agency use only:

OMB Approval Number: 4040-0014
Expiration Date: 1/31/2019

EXHIBIT E

PROJECT BUDGET AND FUNDING SOURCES

CLEMENT TAYLOR PARK RESTORATION PROJECT

BUDGET NARRATIVE

Okaloosa County will execute a $1,506,180.00 subaward with Destin, including the full amount of Direct Component funds, $729,918.00, and $776,262.00 in Destin funding, for the creation of Clement Taylor Park Restoration. The subrecipient budget includes $1,506,180.00 under the "Construction" line item, including $8,250.00 in project inspection fees, $615,013.47 in site work, $74,416.32 in demolition and removal, $575,300.21 in construction and $233,200.00 in Equipment.

Destin previously completed the design for the park. Destin anticipates awarding one contract for construction of park improvements. The final project cost is dependent on contractor bids received.

BUDGET DETAIL

Object Class	RESTORE Act CFDA 21.015	City of Destin	Total
Contractual Services Construction	$729,918.00	$776,262.00	$1,506,180.00

EXHIBIT F

(See attached Federal Grant Agreement)

CLEMENT TAYLOR PARK RESTORATION PROJECT

1 RDCGR180508-01-00
(65 PAGES)

1. DATE ISSUED *MM/DD/YYYY* 10/19/2023	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. RDCGR180508-01-00 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN.	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 1/1/2024	*MM/DD/YYYY* **through** 6/30/2026
7. BUDGET PERIOD *MM/DD/YYYY* **From** 1/1/2024	*MM/DD/YYYY* **through** 6/30/2026

8. TITLE OF PROJECT (OR PROGRAM)
Clement Taylor Park Restoration

U.S. DEPARTMENT OF THE TREASURY
Office of Recovery Programs
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
Okaloosa County
302 N. Wilson St., Ste 302 Shalimar, Florida 32536

9b. GRANTEE PROJECT DIRECTOR
Jane Evans
302 N. Wilson St., Ste 302 Shalimar, Florida 32536
850-651-7521

10a. GRANTEE AUTHORIZING OFFICIAL
John Hofstad
302 N. Wilson St., Ste 302 Shalimar, Florida 32536
8506517515
Fri Dec 08 00:00:00 GMT 2023

10b. FEDERAL PROJECT OFFICER
Jeff Gilleo
1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
202-961-7780

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

II

a.	Salaries and Wages	$0.00
b.	Fringe Benefits	$0.00
c.	TOTAL PERSONNEL COSTS	$0.00
d.	Equipment	$0.00
e.	Supplies	$0.00
f.	Travel	$0.00
g.	Construction	
h.	Other	$0.00
i.	Contractual	$1,506,180.00
j.	TOTAL DIRECT COSTS	$1,506,180.00
k.	INDIRECT COSTS	$0.00
l.	**TOTAL APPROVED BUDGET**	**$1,506,180.00**
m.	Federal Share	$729,918.00
n.	Non-Federal Share	$776,262.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$729,918.00
b. Less Unobligated Balance From Prior Budget Periods	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	**$729,918.00**
13. Total Federal Funds Awarded to Date for Project Period	**$729,918.00**

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d.5	
b. 3		e.6	
c. 4		f.7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DECUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER(See REMARKS)

b. Additional Costs

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INFORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - **Yes**)
See next page

AUTHORIZING OFFICIAL:
Jessica Milano, Chief Program Officer, Office of Recovery Programs, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Fri Dec 08 00:00:00 GMT 2023

Fri Dec 08 00:00:00 GMT 2023

17.OBJ CLASS 410006	**18a. VENDOR CODE** 1236776	**18b. EIN** 59-6000765	**19a. UEI** Q8K3J6TNHKU6 **19b. DUNS** 613277649	**20. CONG. DIST.** FL-001
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21.a. direct	**b.**	**c.** RDC	**d.** $729,918.00	**e.**
22.a.	**b.**	**c.**	**d.**	**e.**
23.a.	**b.**	**c.**	**d.**	**e.**

REMARKS:

This award is approved by Jessica Milano, Authorizing Official. Accepting this award in the RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Condition and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account. The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects that were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2024	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	06/30/2026	Final	10/28/2026

USA SPENDING DESCRIPTION

The Clement Taylor Park project grant is awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for the restoration of Clement Taylor Park with the installation of a new pavilion, ADA compliant playground equipment, and restroom facility; and the renovation of the fishing pier, park walkways, existing pavilion, and gazebo. The goal of this project is to promote and encourage tourism to the City of Destin. The project will benefit communities of Okaloosa County in the Gulf Coast Region. The subrecipient, the City of Destin, will carry out the scope of work for the project.

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. ***Line 13 of NoA/Amendment***	**Amount of Funding Restriction**	**Amount of Financial Assistance This Action** ***Line 12d of NoA/Amendment***	**Amount Authorized for ASAP Account this Action**	**Notes**
$729,918.00	$0.00	$729,918.00	$729,918.00	Initial action. MDL is $1.00 until commencement for construction is approved.

RESTORE Act - SPECIAL AWARD CONDITIONS

SAC Number: SAC1
SAC Text: An ASAP Maximum Draw Limit of $1.00 is in place for this award. Further increases to the maximum draw limit will occur when Treasury grants Okaloosa County permission to proceed with construction per section S.10. of the 2022 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions.

SAC Number: SAC2
SAC Text: Okaloosa County will provide to Treasury’s OCRE, before close of the award, an updated Notice of Rights that references the RESTORE Act Direct Component program.

SAC Number: SAC3
SAC Text: Okaloosa County will provide to Treasury’s OCRE, before close of the award, an updated and approved Language Assistance Plan (Plan) that specifically includes the RESTORE Act Direct Component program.

APPROVED SCOPE OF WORK

The Approved Scope of Work includes all information provided with the grant application. The attached documents, taken from the grant application, provide a summary of the scope of work approved with this grant award.

Detailed Description:

This award will fund the restoration of Clement Taylor Park, a site once the location of Destin's one-room schoolhouse, which was used until the 1950’s, and after the building was deserted and demolished the area was designated as a park. The park covers 3.39 acres and is located north of the Destin Bridge on the Choctawhatchee Bay in the midst of old Destin. The park is in great need of a facelift, and the needed improvements include: demolition of the existing 30+ year-old restrooms, which will be replaced with a new bathroom facility and picnic pavilion; demolition of the existing playground to build an ADA compliant playground with new equipment and safety surfacing; reconfiguration of parking area; renovation of the fishing pier/dock; addition of a kayak launch; replacement of concrete pathways and removal of old pilings from the Bay.

The subrecipient, City of Destin, will carry out the scope of work for the project and provide the cost sharing funds in the amount of $776,262 for a total project amount of $1,506,180.00. This project will assist with the redevelopment of Destin's waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area.

Milestones

Number	Milestone	Estimated Timeframe
1	Execution of Award	1
2	Execution of Subaward	1
3	Procurement	7
4	Construction	22
5	Closeout of subaward	23
6	Execution of award closeout	24

Performance Measures

Number	Measures	Baseline	Target
1	Number of visitors renting pavilions after first year.	2377	3000
2	New Gazebo Built	0	1
3	ADA playground structure	0	1
4	Restroom facility built	0	1 Male; 1 Female

Subrecipient Budget

	Total	Treasury - Federal	City of Destin - Nonfederal
Project Inspection Fees	$ 8,250.00	$ 8,250.00	$ -
Site work	$ 615,013.47	$ 498,877.67	$ 116,135.80
Demolitiion and removal	$ 74,416.32	$ 34,140.33	$ 40,275.99
Construction	$ 575,300.21	$ 188,650.00	$ 386,650.21
Equipment	$ 233,200.00	$ -	$ 233,200.00
	$ 1,506,180.00	$ 729,918.00	$ 776,262.00

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

June 30, 2022

Table of Contents

PREFACE. 4

A Program-Specific Terms and Conditions - Awards Under the Direct Component 5

1..... Administrative Costs.

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Appendix I: 2 C.F.R. Part 170, Appendix A.

Appendix II: 2 C.F.R. Part 25, Appendix A.

Appendix III: Davis-Bacon and Related Acts Requirements.

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Appendix V: 41 C.F.R. § 60-1.4.

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");

2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");

3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program- Specific Terms and Conditions");

4. An approved application, including all documents, certifications, and assurances that are part of the approved application;

5. An approved scope of work;

6. Any approved budget; and,

7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury's implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Frequently Asked Questions), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance," 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury's implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A Program-Specific Terms and Conditions - Awards Under the Direct Component

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:

i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and

iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and

ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount

expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:

i. all iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

ii. all manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

iii. all construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.

b. For the purposes of this section, the term "infrastructure" means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

c. The requirement of paragraph (a) (the "Buy America preference") only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

5. Buy America Preference Waivers

a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the "Date Issued" in the Notice of Award). All waivers will be posted on Treasury's RESTORE Act, Buy America website at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac

b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac .

c. Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:

i. applying the Buy America Preference would be inconsistent with the public interest;

ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. Buy America Preference Definitions

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury's RESTORE Act, Buy America website at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac .

B Program-Specific Terms and Conditions - Awards Under the Centers of Excellence Research Grants Program

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures;

b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and

c. Acquisition of land or interests in land.

2. Prior Approval for Changes in Centers of Excellence

a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The Data Universal Numbering System (DUNS) Number of the entity or Unique Entity Identifier (UEI) Number as applicable;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. Performance Reports

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

Standard Terms and Conditions

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C Applicable Laws, Regulations, and Program Requirements

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);

2. Treasury's implementing regulations, 31 C.F.R. Part 34;

3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered

transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;

5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;

6. New Restrictions on Lobbying, 31 C.F.R. Part 21;

7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;

8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;

9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;

10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;.

11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and

12. Any special award conditions included in the award.

D Use of Funds and Financial Requirements

1. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. Pre-award Costs

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

3. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf . Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. Cost Sharing and Budget Limitations

a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. Program Income

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. Requirement to Maintain a Conflict-of-Interest Policy

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award.

Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

b. Covered telecommunications equipment or services are defined as follows:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

c. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

d. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

10. Limitation on Use of Funds for Research Involving Human Subjects

a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.

b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in

this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

ii. Documentation to support an exemption for the project;

iii. Documentation to support deferral for an exemption or IRB review; or

iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. Limitation on Use of Funds for Foreign Travel

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. Subawards

a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any

applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332 , including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332.

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

g. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

h. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards consistent with 2 C.F.R. § 200.318(c)(1).

i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal 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 in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

iii. A recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

E Effect of a Government Shutdown on Disbursements and the Availability of Treasury Personnel

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F Recipient Reporting and Audit Requirements

1. Financial Reports

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi- annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

d. The recipient must submit all financial reports via Grant Solutions (http://www.GrantSolutions.gov), unless otherwise specified by Treasury in writing.

2. Performance Reports

a. The recipient must submit an SF-PPR (“Performance Progress Report”), a “RESTORE Act Status of Performance Report,” (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated “RESTORE Act Milestones Report,” (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the “performance narrative” attachment (section B of the SF- PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

2) Summarize any key accomplishments, including milestones completed for the reporting period;

3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. Interim Reporting on Significant Developments per 2 C.F. R. § 200.329(e)

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self- Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury's Direct Component Resources webpage for reference at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac
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6. Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

7. System for Award Management (SAM.gov) and Universal Identifier Requirements

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

8. Reporting Requirements for Status of Real Property or Interest in Real Property

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

9. Reporting on Lobbying

a. Solely for the purposes of reporting on lobbying, “recipient” is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, “award recipient” refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury’s implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

d. Each “person” who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

i. As defined in 31 U.S.C. § 1352(g)(3), the term “ person ”—includes an individual, corporation, company, association, authority, firm, partnership, society, State , and local government , regardless of whether such entity is operated for profit or not for profit; but does not include an Indian tribe , tribal organization , or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

iii. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

b) A change in the persons(s) influencing or attempting to influence; and/or

c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

G Financial Management System and Internal Control Requirements

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015);

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII), as defined in 2 C.F.R 200.1, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

H Records Retention Requirements

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I The Federal Government's Right to Inspect, Audit, and Investigate

1. Access to Records

a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. Access to the Recipient's Sites

a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

J Award Disbursement

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure.

Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

a. The recipient receives less than $250,000 in federal awards per year;

b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to $500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K Notifications and Prior Approvals

1. Notifications

a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.

b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. Any transfer between the non-construction and construction budget lines;

vi. The use of funds to reimburse the recipient for pre-award costs;

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);

viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;

ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;

x. The commencement of any construction under the award;

xi. The purchase of equipment under the award;

xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and

xiii. The disposition of real property or equipment with a fair market value exceeding $5,000.

L Amendments and Closeout

1. Amendments

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.

c. An amendment is required whenever Treasury and the recipient wish to:

i. Make a material change to the award scope of work;

ii. Extend the award period of performance;

iii. Increase or decrease the amount of funds on a RESTORE Act grant;

iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;

v. Change the approved cost-sharing or matching provided by the recipient; or

vi. Transfer funds between the construction and nonconstruction budget line items.

d. Requests for amendments must be submitted via GrantSolutions.gov, unless Treasury specifically waives this requirement, and must be signed by the recipient’s Authorized Official;

e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:

i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;

ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or transfers between line items. This detailed budget should show the original budget for each line item, the

requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. Closeout

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330.and Section Q of these terms and conditions

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient ‘s material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

iv. Audit requirements in 2 C.F.R. Part 200, Subpart F.

v. Property management and disposition requirements in 2 C.F. R. §§ 200.310 through 200.316.

vi. Records retention as required in 2 C.F.R. §§ 200.334 through 200.337.

i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M Termination and Remedies for Noncompliance

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program- Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;

ii. Requiring additional reporting or more frequent submission of the SF- 425, SF-PPR, or RESTORE Act Status of Performance Report;

iii. Requiring additional activity, project, or program monitoring;

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards;

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or

g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N Debts

1. Payment of Debts Owed the Federal Government

a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O Non-Discrimination Requirements

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions.

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities**;**

c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency:

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P Requirement to Check Debarment and Suspension Status of Subrecipients, Contractors, Subcontractors, and Vendors

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q Procurement

1. General Provisions

a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321 , 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 .

b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. Solid Waste Disposal

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Subawards

a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Minority and Women-Owned Business Enterprises

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. 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

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

5. Domestic Preference for Procurement

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021).

R Environmental Requirements

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.

§1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.

§ 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)

22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

24. Coral Reef Protection, EO 13089

25. Invasive Species, EO 13112

S Real Property, Construction, Equipment and Supplies

1. General Requirements

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. Real Property and Acquisition of Land and Land Interests

a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. Title

a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and

ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient’s intended use, operation, construction, maintenance of the property, or Treasury’s federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

i. A copy of the easement deed or equivalent conveyance document; and

ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and

ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury’s permission to proceed with construction.

5. Permitting Requirements

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury’s sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. Estimated Useful Life

a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury’s issuance of the grant agreement represents its concurrence with the recipient’s proposed Estimated Useful Life.

b. The recipient’s obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest”) in the property acquired or improved, in whole or in part, with the Treasury investment.

c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury’s forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. Recording the Federal Interest in the Real Property

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include,

but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient’s reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters;

c. Terrorist acts; and

d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Commencement of Construction

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury’s written permission. If the recipient commences construction prior to Treasury’s determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury’s permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors

employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:

i. Devices and systems:

1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or

2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and

ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient 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 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") in all prime construction contracts in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate

determination for a specific locality go to https://sam.gov/content/wage-determinations . If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination .

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are 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 and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification .

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at https://www.dol.gov/whd/programs/dbra/wh1321.htm .

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of $2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. **Contract Provision for Contracts in Excess of $100,000** ***Contract Work Hours and Safety Standards Act*** . *A* ll contracts awarded by the recipient or subrecipient 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 at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, 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.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly

number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement**: In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the 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 C.F.R. 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: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed*SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed*SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T Miscellaneous Requirements and Provisions

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Limitations on Political Activities of Employees

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. Drug-Free Workplace

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite- minorityinst.html.

9. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President’s Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and

including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89- 544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

b) Procure a commercial sex act during the period of time that this Award is in effect; or

c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

1) Associated with performance under this Award; or

2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:

a) Associated with performance under this Award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient:

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this Award.

iii. You must include the requirements of this section in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

i. "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or

2) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. Publications and Signage

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

"This project was funded in whole or in part by grant [number] awarded by the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] program. The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of the U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of the Treasury."

Signage:

"This project was funded by a grant from the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] Program."

13. Copyright

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

i. When no longer needed for subaward or contract performance;

ii. Upon completion of the subrecipient or contractor employee's employment; or

iii. Upon subaward or contract completion or termination.

15. Export Control

a. This clause applies to the extent that this Award involves access to export- controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

Appendix I: 2 C.F.R. Part 170, Appendix A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if -

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320 ;

ii. in the preceding fiscal year, you received -

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) , 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm .)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -

i. in the subrecipient's preceding fiscal year, the subrecipient received -

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) , 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm .)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f) .

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

Appendix II: 2 C.F.R. Part 25, Appendix A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

Appendix III: Davis-Bacon and Related Acts Requirements

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. . § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4) . Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or

the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i) , except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5 , the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5 , and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3 ;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12 .

4. *Apprentices and trainees* -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 C.F.R. 5.16 , trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30 .

5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 C.F.R. part 3 , which are incorporated by reference in this contract.

6. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) , 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 the contract clauses in 29 C.F.R. 5.5 .

7. *Contract termination: debarment.* A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12 .

8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1 , 3, and 5 are herein incorporated by reference in this contract.

9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5 , 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1) .

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1) .

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 .

Appendix IV: Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety STandards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) *Withholding for unpaid wages and liquidated damages.* The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

Appendix V: 41 C.F.R. § 60-1.4

During the performance of this contract, the contractor agrees as follows:

1) 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.

2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The [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 [recipient] 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.

The [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.

The [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 [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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 15, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

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

Destin City Council

Mayor Bobby Wagner
Mayor Pro-Tem Terésa Hebert
Councilmember Jim Bagby
Councilmember Rodney Braden
Councilmember Dewey Destin
Councilmember Chatham Morgan
Councilmember Sandy Trammell
Councilmember Kevin Schmidt

Destin City Staff

City Manager Larry Jones
Parks and Recreation Director Lisa Firth
Public Information Director Tamara Young
Public Works Director Michael Burgess
Community Development Director Tina Deater
Projects and Grants Manager Jeff Cozadd
City Attorney Kimberly Kopp
City Clerk Lisa Wallace
Sharon Gardner, Records Mgt. Specialist
City Engineer Robert Tomesek
Finance Director Krystal Strickland
Andy Peters, IT Director
HR Director, Jamie Haynes

CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Steve Farris of First Baptist Church of Destin gave the invocation which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve the agenda. Motion passed 7-0.

2. PUBLIC COMMENTS

Ricky Lyn Grant spoke regarding the concept of "highest and best use" of property and discussed potential future commercial and mixed-use development opportunities. He referenced interests in specialty retail, office space, residential development, and real estate investment. Mr. Grant also discussed evaluating potential development sites, business planning, and marketing efforts, including the use of social media.

Mike Leech spoke in support of the proposed street name change from Pine Street to Blue Marlin Court. He expressed concerns about a previously discussed concept of extending Pine Street through adjacent properties to connect with Stallman Avenue, stating that such a connection could

increase traffic, create congestion, and pose safety risks for children in the area. Mr. Leech urged the Council to approve the street name change and retain the roadway as a cul-de-sac.

3. CONSENT AGENDA

A. Destin Boathouse & Oyster Bar Forrest Day 5k

C. Resolution 26-17 Financial Institution Signature Authority

D. Approval of Minutes of June 1, 2026 Regular City Council Meeting

E. Approval of Minutes of June 8, 2026 City Council Budget Workshop #1

Councilmember Schmidt made a motion, Seconded by Councilmember Hebert, to approve consent agenda items A, C, D & E. The motion passed 7-0.

B. BECI CEI Proposal - Community Center Roof

Councilmember Bagby made a motion, seconded by Councilmember Hebert, to approve the BECI CEI proposal as submitted. The motion passed 7-0.

4. CITY MANAGER REPORTS

A. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park

City Attorney Kipp reported there were no county or state meetings since the previous Council meeting and, therefore, no significant new legislative updates. Information presented at the prior meeting was included in the agenda for public reference. Staff noted that a more detailed legislative update would be provided at the July 6 meeting and offered to answer any questions.

B. 4th of July Fireworks and Drone Show

Councilmember Schmidt made a motion, seconded by Councilmember Hebert, to authorize $10,000 from contracted services and to approve the fireworks and drone show as presented. The motion passed 7-0.

C. Utility Underground Update

Councilmember Morgan made a motion, seconded by Councilmember Hebert, to direct staff to withhold $31,500 in liquidated damages due to ADS and instruct the City Manager to continue to negotiate a mitigation plan for Council's consideration. No vote was taken.

Councilmember Destin made a substitution motion, seconded by Mr. Bagby, to withhold $100,000 until the city is satisfied that the action is correct by obtaining an explanation from the consultants on how they came to their conclusion and by having Attorney Schef Wright review and provide an analysis of that explanation. The motion passed 7-0.

D. FDOT Joint Participation Agreement, US98/SR30 Median Improvements

Councilmember Braden made a motion, seconded by Councilmember Trammell, to approve the JPA for landscape and median improvements with reimbursement funding not to

exceed $600,000 and to authorize the City Manager to execute all necessary documents and approve a $600,000 amendment to FY26 budget accordingly. The motion passed 7-0.

E. R&R FY 26 - Airport Road striping

Councilmember Hebert made a motion, seconded by Councilmember Braden, to authorize the City Manager to issue a purchase order for the city's continuous service contractor to execute and complete the resurfacing and striping work for Airport Road. The motion passed 7-0.

F. Options for Agent Broker of Record Contract Extension

Councilmember Bagby made a motion, seconded by Councilmember Trammell, to authorize staff to issue an RFP for Insurance Agent-Broker of Record services for employee benefits and return to Council with a recommendation for contract award. The motion passed 7-0.

G. Equipment Reallocation – Tractor Trade in for Two Mowers

Councilmember Trammell made a motion, seconded Councilmember Hebert, to approve the equipment trade-in and purchase as requested and direct the City Manager to implement the action. The motion passed 7-0.

H. Council Vacancy as of July 21, 2026

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to readvertise and solicit candidates to fill the council vacancy in addition to contacting the prior applicants to see if they are still interested. No vote was taken.

Councilmember Schmidt made a substitute motion, seconded by Councilmember Hebert, to utilize the existing application pool in lieu of advertising. The motion passed 7-0.

I. 3879 Indian Trl Drainage

City Engineer, Robert Tomasek, provided Council with a status report on the investigative research that has been performed to date relating to drainage of that property and the surrounding area.

Mayor Wagner gave the property owner an opportunity to speak. Mr. Fitzpatrick stated that two 24-inch culverts create higher-velocity discharge than a single larger culvert and referenced photos. He noted that the City's 2004 and 2022 Stormwater Master Plans address impervious surfaces and runoff calculations, and said his analysis estimated approximately 18,000 gallons per minute flowing through the culvert, which he argued differs significantly from historical conditions.

Councilmember Hebert, seconded by Councilmember Bagby, made a motion to direct staff to take no further action on this matter and to consider the matter closed, passed 5-2, with Councilmembers Bagby, Hebert, Braden, Trammell, and Morgan voting "yes" and Councilmembers Destin and Schmidt voting "no".

J. Capital Project Status – Informational Only
K. Operations Financial Report – Informational Only
L. TDC Monthly Report – Informational Only

City Manager Jones reported that items J, K & L were available in the council packets for their information.

M. Announcements

Public Information Director, Tamara Young, reminded everyone about the July 4 fireworks and drone show, and announced the upcoming Independence Day events, including the annual Independence Bike Parade on July 1 at 4:00 p.m. at Destin Elementary School, with food trucks and related activities planned.

5. PUBLIC HEARINGS

A. PZ-2026-39 – Pine Street Renaming Request

Community Development Director, Tina Deater, presented a brief report on this request stating that staff are recommending denial of the request based on the findings outlined in her report.

Councilmember Braden made a motion, seconded by Councilmember Hebert, to deny the Pine Street Renaming request. No vote was taken.

Mayor Wagner called for any comments from the public.

Michael Leech of 793 Pine Street, spoke in support of renaming a portion of Pine Street to Blue Marlin Court. He stated that he had contacted various agencies and departments and received no objections to the proposed name change. He opposed the concept of creating a continuous roadway connection, citing potential costs and concerns for neighborhood children's safety, and asserted that extending the Blue Marlin Court name would be a simple solution.

There being no further comments, the Mayor closed the public hearing.

Councilmember Schmidt made a substitute motion to approve the Pine Street Renaming request.

Councilmember Destin made a motion, seconded by Councilmember Trammell, to table this item, passed 5-2, with Councilmembers Destin, Bagby, Hebert, Trammell and Morgan voting "yes" and Councilmembers Schmidt and Braden voting "no".

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden
B. Councilmember Trammell

Councilmember Trammell expressed concerns about renaming a portion of Pine Street, noting that the roadway remains identified in the City's mobility plan for future connection and extension. The Councilmember stated that changing the street name now and potentially reverting it later would be impractical.

C. Councilmember Destin

Councilmember Destin thanked Representative Maney and Senator Trumbull for opposing efforts that could reduce local government funding, emphasizing the importance of maintaining revenue sources until alternatives are identified. He also requested that the City Attorney Kopp consider potential charter amendments that might benefit the city and report back to council.

D. Councilmember Bagby

Councilmember Bagby made a motion, seconded by Councilmember Hebert, to provide July 2 & 3 as paid holidays for city employees. The motion passed 7-0.

Councilmember Bagby also announced this was his last meeting as Councilmember for the City of Destin and thanked everyone for the opportunity.

D. Councilmember Hebert

F. Councilmember Morgan

E. Councilmember Schmidt

Councilmember Schmidt stated that he will bring back up the Pine Street matter at a future meeting and requested that any missing material be added to the packet.

H. Mayor Wagner

Mayor Wagner stated that he would like council to identify the top priorities and most impactful projects in the mobility study in order to give staff appropriate direction on which projects to pursue.

I. City Attorney

The City Attorney reported that a nonprofit organization and two citizens had filed a lawsuit challenging the proposed property tax measure, alleging the language is biased and misleading. The City Attorney stated that updates would be provided as the case progresses and clarified that no municipalities or counties are parties to the lawsuit.

7. PUBLIC COMMENTS

John Stephens expressed appreciation for Mr. Babby's service and stated his intention to remain a candidate for the interim position, noting that he had also qualified for the November election.

Joe Fitzpatrick expressed disappointment with the Council's earlier decision regarding a drainage-related matter, stating that he had presented factual information and supporting evidence concerning stormwater infrastructure and hydrology. He questioned the basis for the Council's decision and maintained that conditions had changed significantly over time.

8. ADJOURNMENT

There being no further business, the meeting adjourned at 8:05 p.m.

Bobby Wagner, Mayor

ATTEST:

Lisa Wallace, City Clerk

ITEM # 2026-903

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Lisa Wallace, City Clerk

DATE: June 24. 2026

SUBJECT: Appointment of Interim City Council Member

I. BACKGROUND:

On June 15, 2026, Jim Bagby submitted his resignation from City Council effective June 16, 2026. Pursuant to the City Charter, when less than one year remains in the unexpired term, or when less than one year remains before the next regular city election, the City Council shall, by a majority vote of its remaining members, appoint a successor to serve until a newly elected council member is duly qualified.

II. DISCUSSION:

At the June 15 Council meeting, Council directed staff to contact the list of applicants left over from the most recent solicitation to determine if any of those applicants are still interested in being considered an Interim City Councilmember. Staff reached out to each of the candidates and those wishing to be considered are listed below.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

The following individuals have expressed interest in being considered as Interim City

Councilmember to fill the unexpired term of Mr. Bagby.

1. Eric Cabrera
2. Ross A. Haynes
3. Jonathan Ryan Holloway
5. Jay Purut
6. Jessica Ramm
7. Vincent Roy
8. John Stephens

IV. RECOMMENDED MOTION: I move to appoint _____NAME_____ as an interim city councilmember, to be sworn in immediately.
OR
I move to appoint _____NAME_____ as an interim city councilmember, to be sworn in _____.

Attachments:

1. Bagby Resignation Letter (2)
2. Eric Cabrera
3. Ross A. Haynes
4. Jonathan Ryan Holloway
5. Jay Purut
6. Jessica Ramm
7. Vincent Roy
8. John Stephens

June 15, 2026

Lisa Wallace
Clerk, City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Dear Lisa,

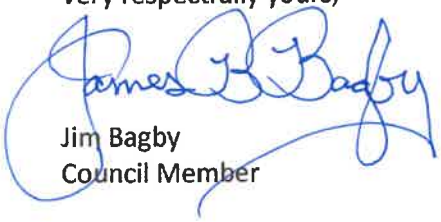
Please accept this as my letter of resignation as a council member for the City of Destin.

It has been my high honor to serve the citizens of Destin for four terms as their elected municipal representative.

We will always cherish our memories from our service and the friendships we made, particularly with the staff and other council members, but it is time for us to begin the next chapter of our journey.

The effective date of this resignation will be June 16, 2026.

Very respectfully yours,



Jim Bagby
Council Member

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: Eric Cabrera

HOME ADDRESS: 402 Spring Ln

MAILING ADDRESS (if different from above): _____

Home Phone ____ **Business Phone:** 850-461-3557 **Cell Phone:** 448-238-0412

Email Address: cabreraeric1094@gmail.com

If necessary, how is it best to contact you during the day? Cell Phone

Please provide a brief description of your education and experience. (Attach separate sheet if desired):

My experience as a Community Association Manager (CAM) has provided me with practical, hands-on experience that directly aligns with the responsibilities of a City Council member. In this role, I have worked extensively with budgets, financial oversight, policy enforcement, and long-range planning, all while ensuring compliance with state and local regulations.
I regularly collaborate with elected or appointed boards, advise on policy decisions, and help guide discussions in a balanced, transparent manner. I am accustomed to listening to community concerns, resolving conflicts, and making recommendations that serve the broader interests of the entire community rather than individual interests.
This experience has prepared me well to step into an Interim City Council role with a strong understanding of governance, fiscal responsibility, and the importance of ethical, transparent public service.

Are you a registered voter in Okaloosa County? YES ~~Yes~~ NO ____

How long have you lived in Destin? YRS 6 Years MO ____

Are you currently a resident of Destin? YES Yes NO ____

Do you hold a public office? YES ____ NO No

Have you ever been convicted of a felony? YES ____ NO ~~No~~

If yes, please explain and give date(s). _____

At the present time, do you serve on any City Board, Commission, or Committee? ____

If yes, which one(s)? No

List your qualifications to serve as Interim City Council member.

I bring a strong commitment to public service, sound judgment, and a practical understanding of local government and community needs. I have experience working collaboratively with diverse stakeholders, reviewing policies and budgets, and making decisions that balance growth, fiscal responsibility, and quality of life. I am an active member of the community, familiar with local issues, and committed to transparent, ethical governance. My professional background has strengthened my ability to analyze information, communicate clearly, and approach challenges with fairness and accountability.

Why are you especially qualified to serve as Interim City Council member?

As an interim appointee, my focus would be on **continuity, stability, and service**. I am especially qualified because I am prepared to step in immediately, learn quickly, and work constructively with fellow council members, city staff, and residents. I bring a steady, non-political approach focused on listening, problem-solving, and acting in the best interest of the entire community. My goal would be to ensure that city business continues efficiently and responsibly during this transitional period, without disruption or delay.

What do you see as the major purpose of the City Council?

The primary purpose of the City Council is to represent the interests of the residents while setting policy direction for the city. This includes ensuring responsible use of public funds, maintaining essential services, promoting public safety, and supporting thoughtful, sustainable growth. The City Council serves as a bridge between the community and city government, providing oversight, setting priorities, and ensuring decisions are made transparently and ethically.

What do you want to see the City Council accomplish?

I would like to see the City Council continue to strengthen public trust through open communication, sound decision-making, and long-term planning. Key accomplishments should include maintaining fiscal stability, improving infrastructure and public services, supporting economic vitality, and preserving the character and livability of the community. I also believe it is important for the Council to foster collaboration — both within city government and with residents — so that decisions reflect the needs and values of the entire city.

Additional comments you would like to add: I ~~would be honored to serve the community in this~~ interim role. I approach this opportunity with humility, respect for the responsibilities of the position, and a genuine desire to contribute positively. If appointed, I commit to being accessible, prepared, and focused on doing what is best for the city and its residents during this transition.

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

Eric Cabrera
Signature

4-8-26
Date

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT **April 15, 2026.**

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: Ross A. Haynes

HOME ADDRESS: 3916 Mesa Rd, Destin, FL 32541

MAILING ADDRESS *(if different from above)*:

Home Phone: 219-406-9300 **Business Phone:** **Cell Phone:** 219-406-9300

Email Address: PORTAGE93@GMAIL.COM

If necessary, how is it best to contact you during the day? Phone

Please provide a brief description of your education and experience. (Attach separate sheet if desired): Please see attached Resume

Are you a registered voter in Okaloosa County? YES X NO

How long have you lived in Destin? YRS 3 MO

Are you currently a resident of Destin? YES X NO

Do you hold a public office? YES NO X

Have you ever been convicted of a felony? YES NO X

If yes, please explain and give date(s). N/A

At the present time, do you serve on any City Board, Commission, or Committee?

If yes, which one(s)? NO

List your qualifications to serve as Interim City Council member.

**Understanding of local government operations* – I have worked for four different local governmental entities which gave me detailed knowledge of budgeting, ordinances, and how municipal decisions are made.
**Strong communication and listening skills* – Over the course of my career I have engaged with residents, businesses, and stakeholders effectively to reach common goals.
**Leadership and decision-making ability* – As a Law Enforcement Leader, FOP President, and AM Vets Post Commander I have made countless informed choices and decisions that balance competing interests.
**Ethics and integrity* – I have always maintained the highest level of transparency and public trust.
**Knowledge of tourism and economic development* – As a major coastal destination, I know local decisions often impact visitors as well as residents.
**Environmental awareness* –I fully believe protecting beaches, waterways, and natural resources is critical to Destin's future.
**Experience with growth management* – I have a well-rounded understanding of zoning, development, code enforcement, and traffic challenges in a rapidly growing area.
**Familiarity with public safety needs* – Due to my experiences, I fully understand the safety needs of Destin especially during peak tourist seasons and emergencies like hurricanes.
**Community involvement* – I have strong ties to the community and an understanding of resident concerns.

Why are you especially qualified to serve as Interim City Council member?

I believe I am uniquely qualified to serve on the Destin City Council, bringing a lifetime of both personal and professional experiences dedicated to public service. I spent nearly 30 years in law enforcement in Portage, Indiana, where I served as a Police Administrator under three different administrations. During that time, I contributed to budget development, infrastructure security, equipment acquisition, and the design of a new police facility, while also presenting regularly to the city council and addressing citizen concerns. I proudly served as President of the Fraternal Order of Police, where I led union negotiations with the city, and I am a distinguished graduate of both the FBI National Academy and Northwestern University's School of Police Staff and Command. Before my law enforcement career, I served in both the U.S. Army and Marine Corps, and as a disabled veteran, I continue my service today as Commander of AMVETS Post 29 in Destin. Having also worked locally as a Code Enforcement Officer, I have firsthand knowledge of the city's needs and am committed to helping Destin grow responsibly while preserving the qualities that make it such a special place.

What do you see as the major purpose of the City Council?

In my humble opinion, the major purpose of the Council is to serve the community through responsible governance and long-term planning through transparency and accountability while making decisions that reflect the interests and values of residents. I believe the Council should

focus on balancing growth with preserving Destin's natural resources and quality of life. Additionally, I view serving on the Council as a platform for addressing infrastructure, public safety, and economic development needs by commonsense governance in a way that ensures both sustainability and prosperity for future generations.

What do you want to see the City Council accomplish?

In the immediate future, I want to see the Council focus on addressing pressing local concerns such as infrastructure improvements, traffic management, and maintaining public safety. It's vital to listen to residents to ensure decisions made by the Council reflect community needs. For the long term, I believe the Council should focus on responsible growth—ensuring that development does not harm Destin's natural environment or diminish its quality of life. I support economic development but believe in preserving the city's coastal character, which is central to our tourism and community identity. Additionally, I envision smart long-range planning that strengthens infrastructure, protects resources, and keeps Destin a desirable place to live and visit for future generations.

Additional comments you would like to add:

I believe it's important to note that I possess a strong commitment and desire to serve my community as is evidenced by my qualifications and previous experiences. If selected, I will be an advocate for City employees, a responsible steward of the City's finances, a voice for Destin residents, and someone who seeks input, works collaboratively, and will champion the City and its endeavor to be the best it possibly can be.

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

Signature

4. 14. 26.
Date

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT **April 15, 2026.**

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: Jonathan "Ryan" Holloway

HOME ADDRESS: 530 Beach Drive, Destin, FL 32541

MAILING ADDRESS (if different from above): Same as above

Home Phone: N/A **Business Phone:**850-809-224 **Cell Phone:** 334-462-8860

Email Address: RHolloway@HollowayYachts.com

If necessary, how is it best to contact you during the day? Any method is acceptable.

Please provide a brief description of your education and experience. (Attach separate sheet if desired): Auburn University. Bachelors in Finance and International Business; Master's in Business Administration with a direction in Finance – Auburn Montgomery; Former National Director of Public Relations; Insurance Manager – Holloway Credit Solutions 2011-2020; CEO – Holloway Yacht Charters, LLC and Fish and Fun Destin 2021- Current; Luxury Real Estate Advisor – Compass 30A – The Beasley Group – 2024 - Current

Are you a registered voter in Okaloosa County?	**YES** X	**NO**
How long have you lived in Destin?	**YRS** 5	**MO** 1
Are you currently a resident of Destin?	**YES** X	**NO**
Do you hold a public office?	**YES** X	**NO**
Have you ever been convicted of a felony?	**YES**	**NO** X

If yes, please explain and give date(s).

At the present time, do you serve on any City Board, Commission, or Committee? Yes

If yes, which one(s)? Harbor and Waterways Board

List your qualifications to serve as Interim City Council member.
I own multiple businesses in the city of Destin. I also have a high level of education. Destin

~~Is my home and I am already heavily involved in the HWB. Some of my suggestions have~~ Already been implemented (new channel lights). I understand the importance of the position And will not take it lightly.

Why are you especially qualified to serve as Interim City Council member? _ _____Being the owner of multiple businesses in the area, I have the understanding and knowledge of the area. I know what needs to be done and how to get it done. I managed well with over 100 employees before moving here and have upwards of 20 now. Destin has given so much to me over the past 5+ years. It is time that I give back to it.

What do you see as the major purpose of the City Council? My view for the purpose of Destin's city council is that the members are tasked with setting policies, adopting the city's annual budget, and pass ordinances. I also feel that they should be pillars of the community in that they can be someone the residents can trust to do what is right for the city.

What do you want to see the City Council accomplish? ___I would like to council set Destin up for the future for residents and tourism while respecting the past that makes this place so special. I would like to see public education get much better, and more local students go to college. Good programs and planning can provide that. I would like to see projects completed efficiently. _____

Additional comments you would like to add: ~~This is something I have spoken extensively~~ with Councilman Schmidt and Mayor Wagner about. I have also spoken with Jason Belcher, who is highly respected in the community, and Shane Moody from the chamber.
Councilman Schmidt knew I wanted to become more involved in the community and ultimately serve as a councilman when he appointed me to the Harbor and Waterways Board a year ago.
This is something that I really want to do. I will also be running in November's election. I hope my application is selected, and I look forward to hopefully working with you soon. If not, I hope to be elected this November!

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

Signature

4/10/2026

Date

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT **April 15, 2026.**

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: JAY PURUT

HOME ADDRESS: 148 KEL-WEN CIRCLE

MAILING ADDRESS (if different from above): _____

Home Phone: 404.354.1200 **Business Phone:** 850.708.7226 **Cell Phone:** 850.461.6166

Email Address: JAY.PURUT@PCAM.FUN

If necessary, how is it best to contact you during the day? TEXT CELL PHONE PLEASE

Please provide a brief description of your education and experience. (Attach separate sheet if desired):

PLEASE REFER TO CURRICULUM VITAE - ATTACHED.

Are you a registered voter in Okaloosa County?	YES ~~XX~~	NO _____
How long have you lived in Destin?	YRS 5	MO 02
Are you currently a resident of Destin?	YES XX	NO _____
Do you hold a public office?	YES XX	NO _____
Have you ever been convicted of a felony?	YES _____	NO ~~XX~~

If yes, please explain and give date(s). CURRENTLY APPOINTED TO THE LPA,

At the present time, do you serve on any City Board, Commission, or Committee? YES

If yes, which one(s)? LOCAL PLANNING AGENCY

List your qualifications to serve as Interim City Council member. _I'M AVAILABLE TO VOLUNTEER AND CAN COMMIT THE HOURS NEEDED TO ENSURE SMOOTH COUNCIL MEETINGS. I WON'T USE PROFANITY ON THE DIAS, HAVE A CLEAR AND INQUISITIVE MIND, AND PLAY WELL WITH OTHERS. ALSO, I WON'T BE RUNNING IN THE GENERAL ELECTION SO I WON'T BE USING MY TIME ON THE COUNCIL AS A CAMPAIGN PLATFORM. __

Why are you especially qualified to serve as Interim City Council member? __I'M NO MORE OR LESS QUALIFIED THAN ANY OTHER MEMBER ON THE COUNCIL. EVERYONE HAS A "FRAME OF REFERENCE" THEY PULL FROM WHEN DECISION MAKING. THE COUNCIL IS MADE OF A CROSS SECTION OF DESTIN HOMEOWNERS, OF WHICH I AM ONE. I HAVE AN UNDERSTANDING OF MACRO STATE AND REGIONAL CONCERNS AND WILL WORK WITH THE OTHER COUNCIL MEMBERS TO IMPLEMENT A MICRO DESTINCENTRIC SOLUTION. __

What do you see as the major purpose of the City Council? __IN NO PARTICULAR ORDER: ESTABLISH LOCAL LAWS AND REGULATIONS TO MAINTAIN AND ENHANCE QUALITY OF LIFE, PROTECT PROPERTY VALUES, APPROVE BUDGETS, PETITION TALLAHASSEE AND UNCLE SAM FOR OUR SHARE OF PUBLIC FUNDS, REPRESENT THE INTERESTS AND CONCERNS OF HOMEOWNERS WHILE ACTING IN THE BEST INTEREST OF ALL RESIDENTS. ENSURE TAXPAYOR MONEY AND CITY DEPARTMENTS ARE BEING USED EFFICIENTLY. FACILITATE COMMUNITY ENGAGEMENT AND ENCOURAGE SOCIAL INTERCOURSE IN DECISION MAKING. PLAN FOR MANAGED FUTURE DEVELOPMENT AND PLANNED GROWTH. ___

What do you want to see the City Council accomplish? _I DON'T HAVE AN AGENDA. BUT I WOULD SUPPORT FOCUS ON ENHANCING THE TOURIST EXPERIENCE. TOURISTS ARE OUR ECONOMIC ENGINE. WE'RE NOT BUILDING CARS OR GROWING CORN. WE SHOULD REALLY BE MORE THANKFUL TO OUR TOURISTS AND CATER TO THEM. _

Additional comments you would like to add: WHAT CAN BE DONE TO ELIMINATE THE PROPERTY TAX AND RELY SOLELY ON TOURIST TAXES? LET'S BUY BEACH FRONT HOMES FROM WILLING SELLERS, SELL THE HOUSE BUT KEEP THE BEACH. I SUPPORT ANNEXATION. I RECOMMEND WE INVESTIGATE ORGANIZING A TRAFFIC ONLY POLICE DEPARTMENT WHOSE SOLE DIRECTIVE WOULD BE TO WRITE SPEEDING TICKETS, PROVIDED DESTIN RETAINS ALL REVENUE. CONNECT THE HARBOR 1 UNDERPASS BOARDWALK WITH DEWEY DESTIN'S BAYSIDE RESTAURANT. PURCHASE THE 10 ACRES ACROSS FROM REGATTA BAY AT THE CORNER OF REGATTA BAY AND 98 FOR A CITY PARK/BEACH PARKING LOT/ FOOD TRUCK VENUE (LIKE THEY HAVE IN AUSTIN, TX.).

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

Tony Parrott
Signature

13 Apr 26
Date

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT **April 15, 2026.**

Jay Purut, LCAM, CFCAM
148 Kel-Wen Circle
404.354.1200 Destin, FL 32541 Jay.Purut@gmail.com

Summary

30 years property and community association management experience. 20 years as owner of East Coast Property Management.

Highlights

1000-unit community association management in Wintergreen, VA. 400 apartment lease-up in Oxen Hill, Md. Member of Community Association Institute (CAI). Experienced in software MS Office, AppFolio, Tops, and Buildium. Florida licensed Community Association Manager. Certified Pool Operator (CPO). Certified Florida Community Association Manage (CFCAM).

Accomplishments

Saved two insolvent Associations from bankruptcy. Saved an HOA 98% on their property tax bill. Formed East Coast Property Management. Initiated HOA community volunteer committees. Managed groups of 75 volunteers as a Hands-on Atlanta Leadership Trainer. Founded and incorporated Ansley Park Conservancy, Inc. as a 501(c)3 non-profit corporation for the purpose of maintaining and enhancing public parks. State licensed Community Association Manager (LCAM) in Florida. State licensed real estate Broker in NC and GA. Certified Pool Operator (CPO). Extensive knowledge of FS Chapters 718 & 720. Appointed to Local Planning Agency by Destin, Fla. city council.

Experience:

January 2023 - Present

Panhandle Community Association Management **Destin, Fla.**

- Principal

May 2022 To Sept. 2023

Endless Summer Owners Association, Inc. **Panama City Beach, Fla.**

- General Manager responsible for daily operations of 122-unit condominium. Prepare reports for homeowner Board of Directors. Pay bills, collect dues payments, enforce Declaration of Condominium, Budget, Greet STR guests.

May 2021 To April 2022

First Service Residential **Panama City Beach, Fla.**

- Portfolio Manager of 4 community associations (3 condominiums and 1 HOA) with a staff of six (3 maintenance and 3 housekeeping) and combined total budget of $2,753,000.00.

Oct. 2001 to January 2021

East Coast Property Management **Atlanta, GA**

- Developed Operating and Reserve Budgets for Board approval.
- Employed and supervised property managers and common area maintenance and cleaning staff.
- Scheduled / reviewed maintenance utilizing a preventive maintenance action plan.
- Reviewed contracts and services provided to the Development.
- Ensured all property and common areas of community were properly maintained.
- Created RFPs and performed detailed inspections to ensure compliance
- Ensured maintenance staff & contractors performed proper preventive maintenance.
- Managed the supervision and coordination of construction and renovations.
- Determined long term maintenance and capital expenditure needs.
- Created long term maintenance and replacement annual plan.
- Interviewed reserve study firms to recommend to Board of Directors.
- Represented Associations in court as needed.

Education:

Daemen College	Buffalo, NY
Pensacola Junior College	Pensacola, FL
Central Piedmont Community College	Charlotte, NC
South Mecklenburg High School	Charlotte, NC

Licenses & Certifications:

Florida Depart. of Business and Professional Regulation	CAM
Georgia Real Estate Commission	Broker / CAM
North Carolina Real Estate Commission	Broker
Pool and Hot Tub Alliance	CPO
Florida Community Association Professionals	CFCAM

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: Jessica Ramm

HOME ADDRESS: 1208 Quail Lake Blvd.

MAILING ADDRESS (if different from above): _____

Home Phone: _____ **Business Phone:** _____ **Cell Phone:** 850-687-1361

Email Address: ivylauie@hotmail.com

If necessary, how is it best to contact you during the day? cell phone

Please provide a brief description of your education and experience. (Attach separate sheet if desired): See attached.

Are you a registered voter in Okaloosa County? (YES) X NO ____

How long have you lived in Destin? YRS 15 MO ____

Are you currently a resident of Destin? (YES) NO ____

Do you hold a public office? YES ____ (NO) ____

Have you ever been convicted of a felony? YES (NO) ____

If yes, please explain and give date(s). N/A

At the present time, do you serve on any City Board, Commission, or Committee? No

If yes, which one(s)? N/A

☑

List your qualifications to serve as Interim City Council member.

Why are you especially qualified to serve as Interim City Council member?

See attached

What do you see as the major purpose of the City Council?

See attached

What do you want to see the City Council accomplish?

See attached

Additional comments you would like to add:

See attached

X

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

Jenica Ramm — **Signature**

4/12/26 — **Date**

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT April 15, 2026.

Jessica Ramm
Application for Interim City Council Member
City of Destin

4/12/26

Please provide a brief description of your education and experience.
I hold both a bachelor's degree and a master's degree in political science. My professional experience has centered on leadership, communication, accountability, and problem-solving. Throughout my career, I have been responsible for reviewing information carefully, working with a broad range of individuals, improving systems and processes, and making thoughtful decisions that balance fairness, standards, and practical outcomes. Having grown up on the Gulf Coast and having been a resident of Destin for over 15 years, I have a longstanding connection to this community and a strong interest in effective local government and meaningful public service.

List your qualifications to serve as Interim City Council member.
My qualifications include a strong academic foundation in government and public policy, substantial professional leadership experience, effective communication skills, and a deep respect for public service. I am a resident of Destin, a registered voter in Okaloosa County, and I understand the importance of accountability, preparation, and responsiveness in local government. My long-term residence in Destin has also given me a meaningful appreciation for the community, its priorities, and the importance of steady, thoughtful leadership. I would bring to this position the ability to evaluate issues carefully, consider differing perspectives, and make decisions with professionalism, integrity, and the long-term interests of the community in mind.

Why are you especially qualified to serve as Interim City Council member?
I believe I am especially qualified to serve because I combine formal education in government with practical leadership experience and a longstanding commitment to the Destin community. My background has prepared me to review matters thoroughly, ask thoughtful questions, communicate clearly, and make balanced and informed decisions. I understand that service on the City Council is not about personal recognition, but about public trust, careful preparation, and responsible stewardship. Having lived in Destin for more than 15 years, I would approach this appointment with seriousness, sound judgment, and a sincere commitment to serving the city faithfully during this interim term.

What do you see as the major purpose of the City Council?
I believe the major purpose of the City Council is to represent the residents of Destin and to make sound, well-reasoned decisions that protect the city's quality of life, fiscal stability, and long-term future. The Council should provide responsible oversight, establish policy, promote transparency, and act at all times in the best interests of the public. It should listen carefully to residents, weigh both current and future needs, and make decisions that strengthen the city as a whole.

What do you want to see the City Council accomplish?

I would like to see the City Council continue to advance thoughtful, transparent, and fiscally responsible decisions that reflect the needs and priorities of Destin residents. I would hope to see continued emphasis placed on protecting quality of life, maintaining public confidence in local government, planning responsibly for the future, and ensuring that city decisions are practical, well-communicated, and centered on the best interests of the community. Effective local government should be responsive, well-prepared, and committed to serving residents with consistency and integrity.

Additional comments you would like to add:

Having grown up on the Gulf Coast and lived in Destin for more than 15 years, I care deeply about this community and the quality of leadership that serves it. I understand the responsibility associated with this appointment and would be prepared to serve with professionalism, consistency, and respect for the office. If selected, I would be committed to preparing thoroughly for meetings, listening carefully to residents and fellow council members, and working collaboratively in the best interests of the City of Destin. It would be an honor to serve the community in this capacity.

Respectfully submitted,
Jessica Ramm

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: Vincent Roy

HOME ADDRESS: 516 3rd Ave Destin Fl 32541

MAILING ADDRESS (if different from above):

Home Phone: 850.420.1740 **Business Phone:**850.598.244 **Cell Phone:** 850.420.1740

Email Address: vinceroy@fivestargulfrentals.com

If necessary, how is it best to contact you during the day? Business Phone (anytime)

Please provide a brief description of your education and experience. (Attach separate sheet if desired):

Graduated Fort Walton Beach High School
Leadership Okaloosa

Are you a registered voter in Okaloosa County?	**YES** X	**NO**
How long have you lived in Destin?	**YRS** 16	**MO.** 4
Are you currently a resident of Destin?	**YES** X	**NO**
Do you hold a public office?	**YES**	**NO** X
Have you ever been convicted of a felony?	**YES**	**NO.** X

If yes, please explain and give date(s).

At the present time, do you serve on any City Board, Commission, or Committee? NO

If yes, which one(s)?

List your qualifications to serve as Interim City Council member.
I have been in the panhandle my entire life (fort Walton / Destin specifically)
I have participated in Leadership Okaloosa
I have worked in Destin for 25 years in hospitality with 10+ of these years in a Management role

Why are you especially qualified to serve as Interim City Council member? _
I am a very vested in this city and do not make quick decisions, I analyize each situation from each side and will dig into it for factual information prior to making a decision.
I believe in building relationships and not always telling everyone what they want to hear, but factual information no matter Positive or negative of what they think.
I do not play into "political games" I am about Honesty, respect, integrity and trying to always do what is best overall.

What do you see as the major purpose of the City Council?
Help ensure local ordinances are put into place / upheld for the good of the city.
Help ensure the financial standing and investments of the city go along with the city needs.
Provide Leadership with regards to Policies

What do you want to see the City Council accomplish?
Improve / Create more beach availability for locals
Enhance code enforcement to hold residence to the same standards and rules as the second homes that rent.
Keep enhancing parking area's for the area.
Clean up some of the older area's of Destin to keep up with City Code Requirements.

Additional comments you would like to add: _____

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

Signature

4/8/2026

Date

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT **April 15, 2026.**

Candidate Application Form
Interim City Council – City of Destin

PLEASE PRINT

NAME: John Stephens III

HOME ADDRESS: 4025 Indian Trial, Destin, FL 32541

MAILING ADDRESS (if different from above): N/A

Home Phone: N/A **Business Phone:** 850-650-8733 **Cell Phone:** 850-217-4777

Email Address: john@lutherspontoon.com

If necessary, how is it best to contact you during the day? Cell Phone

Please provide a brief description of your education and experience. (Attach separate sheet if desired):
Choctawhatchee H.S. – 1998
A.S. General Education - Okaloosa-Walton Community College - 1999
B.S. Computer Science – University of West Florida – 2002
Luther's Pontoon, Waverunner, & Kayak Rentals – owned operated in Destin since 2005

Are you a registered voter in Okaloosa County?	**YES** X	**NO** ____
How long have you lived in Destin?	**YRS** 18	**MO** ____
Are you currently a resident of Destin?	**YES** X	**NO** ____
Do you hold a public office?	**YES** ____	**NO** X
Have you ever been convicted of a felony?	**YES** ____	**NO** X

If yes, please explain and give date(s).

At the present time, do you serve on any City Board, Commission, or Committee? Yes

If yes, which one(s)?

Destin Harbor CRA Chairman

Destin Harbor & Waterways Vice Chairman

East Pass Bridge Committee Vice Chairman

List your qualifications to serve as Interim City Council member.
My qualifications come from a combination of public service, private-sector experience, and being directly involved in Destin's waterfront economy. I've worked through City processes like workplans, budgeting, stakeholder coordination, and implementation, and I understand how to move projects from concept to actually getting done while working with staff. I've also dealt with regulations that directly impacted my industry and I learned to work with staff and council on creating a solution that works for everyone. I'm currently serving as a Florida Boating Advisory Council member, appointed by our governor, at which I'm making recommendations to boating safety at the State level. I also serve as a board member for the Friends Guild of the Destin Library and Destin Parks Foundation, so I'm committed to helping our City.

Why are you especially qualified to serve as Interim City Council member?
I bring experience across policy, operations, and implementation. Having previously served as an interim City Council member, I understand the role of the Council as a policy-setting body and the importance of letting staff handle execution. Through my work on City boards and committees, I have been actively involved in shaping key initiatives related to harbor management, safety, infrastructure, economic development, and environmental improvements.

What do you see as the major purpose of the City Council?
The primary purpose of the City Council is to set direction, be responsible stewards of public funds and represent the community. This means setting priorities, approving budgets, and making sure staff has what they need to carry out projects in line with the City's Strategic Plan. We also want to make sure we focus on year-residents first, local businesses next, then visitors.

What do you want to see the City Council accomplish?
The Council should stay focused on executing the Strategic Plan and continuing to make steady progress across those priorities. We also need to keep balancing the needs of our residents, businesses, and visitors, making sure decisions support the long-term health of the City across all three. For me, it comes down to execution. Once something is approved, there needs to be a clear path forward. We need to define what are the next steps, how are we funding it, and how are we tracking progress. If we stay focused on that, we'll keep moving the City in the right direction.

Additional comments you would like to add:

I'm committed to working collaboratively, being transparent, and staying focused on getting things done. I don't think there are many residents more actively involved in our City than I am. I attend the majority of meetings and events and stay engaged in what's going on.
I believe this position should be filled by someone who is invested in the long-term direction of the City. Even though this is an interim role, the decisions made over the next seven months will carry forward well beyond that.

MY SIGNATURE BELOW INDICATES MY DESIRE TO SERVE AS INTERIM COUNCIL MEMBER FOR THE CITY OF DESTIN. IT ALSO CONFIRMS MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM IF SELECTED AS INTERIM CITY COUNCIL MEMBER. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT.

John Stephens
Signature

4/13/2026
Date

Please return completed form to the City Clerk in person, by mail to 4200 Indian Bayou Trail, Destin, FL 32541, or via email to: cityclerk@cityofdestin.com, NLT **April 24, 2026.**

ITEM # 2026-918

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Lisa Wallace, City Clerk

DATE: June 18, 2026

SUBJECT: Appointment of Voting Delegate for National League of Cities Annual Business Meeting

I. BACKGROUND: The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

FLC is asking that each member municipality who is sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 15**. Voting delegate forms must be received by the League no later than **July 31, 2026**.

II. DISCUSSION: City of Destin delegates registered to attend the FLC Annual Conference are Mayor Bobby Wagner, Mayor Pro Tem Terésa Hebert, and Councilmember Sandy Trammell.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to designate _____ to serve as the City of Destin's voting delegate at the August 15, 2026 Florida League of Cities Annual

Business Meeting.

Attachments:

1. 2026 Voting Delegate Memo

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *ealcorn@flcities.com*. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Attachments: Form Designating Voting Delegate

301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301

P.O. Box 1757
Tallahassee, Florida 32302-1757

Phone: 850.222.9684
Fax: 850.222.3806

flcities.com

2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *ealcorn@flcities.com*

ITEM # 2026-917

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU:

FROM: Larry Jones , City Manager
Kimberly Kopp, City Attorney

DATE: June 18, 2026

SUBJECT: Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park;
Consideration of Resolution 2026-16 in Support of Home Rule and City Land Use Authority

I. BACKGROUND: The following are recent updates relating to the state-owned Park Property in Holiday Isle (City of Destin).

1. **County-Wide Survey Results**

On March 26, 2026, the City received results from a COUNTY-WIDE SURVEY that asked randomly-selected County residents what they prefer to see as the public use of the newly acquired land purchased by the State of Florida for a park in Holiday Isle ("Park" or "Park Property"). An outside firm, Cherry Communications (Tallahassee), was utilized by the City for their expertise in conducting phone surveys. This new information will be discussed at tonight's Council meeting of April 7, 2026. In sum, the survey showed that nearly 88% of County residents desire for the Park Property to remain natural or with minimal amenities, that over 75% of County residents oppose commercial marina use, and that only 2% of the County supports a marina rental model. The margin of error for survey results is approximately 4.9%.
Cherry Communications
207 W. Park Ave., Ste. A
Tallahassee, FL 32301
cherrycom.com

2. **Adoption of City Council Resolution 2026-05 on March 16, 2026, Requesting City Management of Park and Committing Up to Five Million Dollars.**
On March 16, 2026, the City Council approved Resolution 2026-05, ***which is attached to this agenda item as additional background***. Resolution 2026-05 respectfully requests that the State

of Florida authorize the City of Destin to serve as the Lessee and local managing entity for the Park Property. In the resolution, the City affirms its commitment to managing the Park in a manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas. Further, the Resolution provides that the City of Destin is prepared to invest municipal resources into the stewardship and improvement of the Park Property and is willing to commit funding for the redevelopment, restoration, and enhancement of the Park in an amount not to exceed **Five Million Dollars ($5,000,000.00)** in order to support environmentally sensitive improvements, passive recreational amenities, and long-term conservation management consistent with the character of the surrounding community. The resolution has been forwarded to County and State representatives as directed by the City Council. It is expected that the City Council's resolution will be considered first at the April 7th BCC meeting, and again on April 21st along with any concept plans approved tonight by the Destin City Council, and a Council decision on free park parking for all County residents, as further explained in the Discussion section of this Staff Report.

3. **Zoning/Land Use/Development Order Background Information**
The following background information is provided for public knowledge (and has been previously provided):

As discussed at prior meetings both at the City and County level, the current land use entitlements for the State Park property adjacent to the City's Norriego Point Park prohibit all nonresidential uses. Since it appears a condo will not be built on the property, given that the State's purchase was described as for "conservation," the entitlements of the property should be updated so that the property may be maintained for non-residential purposes. This process would include:

1. Amendment to the City's Comprehensive Plan (Future Land Use Designation on the Property)
2. Rezoning of the Property, and
3. Amendment to the existing Development Order.

All three of these referenced land use applications would require City Council approvals and public hearings with the public invited to participate, which would occur generally as follows:

Public Hearing One: Future Land Use Map (FLUM) amendment at Land Planning Agency (LPA) meeting
Public Hearing Two: Rezoning at LPA meeting
(Public hearings 1 and 2 would likely be done at the same LPA meeting)
Public Hearing Three: FLUM amendment at City Council meeting (first reading of FLUM ordinance)
Public Hearing Four: Rezoning at City Council meeting (first reading of zoning ordinance)
(Public hearings 3 and 4 would likely be done at the same City Council meeting)
Public Hearing Five: FLUM amendment at City Council meeting (second reading of FLUM ordinance)
Public Hearing Six: Rezoning at City Council meeting (second reading of zoning ordinance)
(Public hearings 5 and 6 would likely be done at the same City Council meeting)

Notably, as has been discussed, the docks are legally classified as a residential use tied to a

condominium that was never constructed. Without amendment to the Development Order, the docks cannot lawfully be used independently. In order to comply with existing codes, the docks would need to be removed or a Major Amendment to Development Order 21-23 would be required, with an additional public hearing before the City Council. Note that Development Order 21-23 prohibits all nonresidential uses of the docks, including but not limited to slip rentals, commercial uses, or any uses that involve boat traffic at a frequency or intensity not typical of a residential area.

The Comprehensive Plan states, in relevant part that:

OBJECTIVE 1-2.8: CONSERVATION LAND USE DESIGNATION. *The FLUM (Map 1-1), shall identify lands that are environmentally fragile for long-term preservation by designating them as "CON." Environmentally fragile lands shall be referred to as conservation resources, which are defined in Rule 9J-5.003(30), Florida Administrative Code. The protection and preservation of conservation resources shall be achieved through the implementation of the following Policies.*

Policy 1-2.8.1: Conservation (CON). *The FLUM shall designate lands that are natural and coastal resources as "CON." It is the intent of the "CON" land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The LDC shall be amended to ensure no development is permitted within "CON" designated areas, other than beach accessways, such as dune walkovers, parking, docks, restroom facilities, and passive recreation.*

The City's Land Development Code is consistent with the Comprehensive Plan, pursuant to State Law.

Importantly:

- Norriego Point Park, which is adjacent to the newly acquired State Park, contains the Conservation (CON) future land use designation and zoning.
- The Conservation district is **highly restrictive** and intended for environmental preservation.
- Marinas are **not** permitted in either the Conservation (CON) Future Land Use Designation and Zoning District.
- Under the City's Land Development Code (Section 7.12.06(BB) and Table 7-2), development within CONSERVATION (CON) is limited to beach accessways such as dune walkovers, parking areas, docks, restroom facilities (up to one story), and passive recreation. Norriego Point currently holds a Future Land Use Designation and Zoning of Conservation, and this zoning would maintain consistency between the State and City Park.

Finally, please note that if the future land use and zoning for this Property are changed, any proposed use would still need to be consistent with all additional applicable provisions of the Comp Plan and LDC, State and federal permitting requirements, any applicable easements, and any required development order amendments.

Pursuant to Council directives, the City Manager and City Attorney have contacted appropriate

County and State representatives. As of the date of this agenda item, the Property is owned by the State of Florida, and there is no known entity with a leasehold interest or approved management plan for the Property.

4. April 21st BCC Meeting in Response to City Resolution 2026-05:

On April 21, 2026, the Okaloosa County Commissioners discussed City Resolution 2026-05 and noted the City's concept plan. Several members of the Destin City Council, the City Manager, City Attorney, and several residents spoke during the BCC meeting in support of City Council Resolution 2026-05 and in support of the City of Destin obtaining the Lease and management of the Park Property.

From the City's perspective, the discussion reflected both support and hesitation among County leadership.

Commissioners Sherri Cox and Carolyn Ketchel each expressed clear support for the City's request to lease the Park from the State and to assume management of the Park Property. Their statements aligned with the City's position that local stewardship would best serve residents and the long-term interests of the Park.

However, Commissioner Paul Mixon introduced a motion directing the Okaloosa County Board of County Commissioners to send Commissioner Drew Palmer to meet with State officials, alongside a City representative, to further clarify the State's objectives regarding the Park. This motion was made despite the City's formal request - and despite the support voiced by multiple residents - for the City to move forward with leasing and managing the property.

Commissioner Paul Mixon, Commissioner Drew Palmer, and Chairman Trey Goodwin voted in support of Commissioner Mixon's motion, with Commissioner Sherri Cox and Commissioner Carolyn Ketchel dissenting. The final vote was thus 3-2.

Council Member Destin and Commissioner Palmer were scheduled to attend such a meeting on April 30th. However, it was decided that the meeting will be rescheduled to a date between May 12 and 15th. As of the time/date of this staff report on the morning of May 28, 2026, the meeting has not been rescheduled.

5. Resolution Protection Shorebirds and Staff Recommendation for Conservation FLUM and Zoning; Additional May 2026 Updates

A. RESOLUTION 2026-13 FOR SHOREBIRD PROTECTION AND FURTHER DATA AND ANALYSIS FOR CONSERVATION FUTURE LAND USE AND ZONING: On May 4, 2026, the Florida Fish and Wildlife Commission (FWC) informed the City that the 4 acre state-acquired site is an important bird nesting area and that Audubon Florida would survey and post signage to protect nesting birds and discourage public access to sensitive areas. The following day, Audubon surveyed the site and posted signage to protect these imperiled birds, particularly the least terns.

As previously recognized by the City Council, the Norriego Point area was formerly a bird sanctuary and has long provided important habitat for shorebirds, including the imperiled least tern. With its unique location, dunes, and conservation status, Norriego Point provides critical nesting, resting and foraging habitat for migratory and resident bird species, including species protected under State and Federal law. On May 18,2026, the City Council passed and adopted

Resolution 2026-13, which sets forth legislative findings supporting protection of shorebirds and their habitat at Norriego Point, including the newly acquired 3.99 acre state-owned parcel.

The Resolution formally expresses the City Council's support for protecting imperiled shorebird habitat and sensitive nesting areas at and around the City's Norriego Point Park and adjacent state-owned property. **Further, the Resolution provides that the City supports the efforts of the Florida Fish and Wildlife Commission and Audubon Florida to protect shorebirds, promote conservation practices, and educate the public on habitat protection and stewardship. Audubon Florida made a presentation to the City Council on May 18th, in efforts to protect shorebirds on and around Norriego Point and the state lands.**

The Future Land Use and Zoning of the state-acquired lands remain critical considerations. Long term protection of imperiled shorebirds is best supported through minimal development and conservation land use ane zoning designations, as previously discussed by the City Council for the state-owned parcel. These conservation designations would also be consistent with the City's adjacent Norriego Point Park, which is designated and zoned for conservation.

In the event that the State (1) desires the property for use as a public park and (2) does not endeavor to use the property for residential purposes, it would be appropriate for the City to consider changing the current residential Future Land Use and Zoning designations on the state-acquired property to City Conservation.

City Staff continues to strongly recommend that the State of Florida and City Council support a Conservation Future Land Use and Zoning for the property. It is further again noted that the docking facilities on site **do not have a certificate of completion** and are currently approved for **residential purposes only**. Any nonresidential use of the docks is explicitly prohibited in the approved development order for construction of the docks. Under the conservation future land use and zoning designations, the docking facilities could be used as a fishing pier and/or public, transient slips available on a first-come, first serve basis but could **not** be used for overnight slip rentals and/or a marina (provided the City Council also amends the existing development order to allow such nonresidential purposes).

B. STATE/CITY/COUNTY DISCUSSION STATUS: Council Member Destin and Commissioner Palmer were scheduled to attend a meeting with representatives of the State on April 30th. However, it was later decided that the meeting would be rescheduled to a date between May 12 and 15th. As of the time/date of this staff report on the morning of **May 28, 2026,** the meeting has not been rescheduled.

6. OBJECTION TO COUNTY COMMISSIONER DREW PALMER'S REQUEST FOR ATTORNEY GENERAL OPINION

Members of the City Council, the Mayor, City Manager, City Attorney, and residents attended the Board of County Commissioners meeting held on Tuesday, May 19, 2026 at 8:30. The Mayor formally requested the County support protection of the shorebirds but the County took no action on the request.

Instead, near the very conclusion of the BCC meeting during his Commissioner reports, (AFTER all opportunities for public input and without inclusion on the County's agenda)

Commissioner Palmer mentioned he had submitted a request for a legal opinion to the office of James Uthmeier, the Attorney General of the State of Florida. **Notwithstanding the BCC's prior motion that the City and County approach the State together relating to the State Park Property in the City of Destin, the City was not informed of the County's request for legal opinion prior to it being sent out on Friday, May 15th, nor was any input solicited from the City prior to the County's submission of the request to the State Attorney General. Notably, no copy of the request for opinion was in the May 19th BCC agenda (or any other prior BCC agenda), it is believed that no copies were on the BCC dais for other Board members, and none were provided to the City or residents prior to the meeting. In fact, the sole reason the City received a copy of the Commissioner's request was due to the City's immediate public records request.**

A copy of this Request for Legal Opinion is attached to this agenda item. Notably, the Request for Legal Opinion does not include a separate memorandum stating the County's position on the matter, as is typically required to be submitted for such opinion requests. Further, in the opinion of the City Attorney, the County's request for opinion reflects a matter in dispute between governmental entities. Therefore, it was inappropriately submitted to the AGO, which does not opine on intergovernmental disputes.

In summary, the request for legal opinion generally asked the Attorney General (a member of the Cabinet that approved the land acquisition in the first place), whether and to what extent the City's rules and regulations for zoning, permitting and land use entitlements apply, whether the HIIA's restrictions and covenants apply, and whether and to what extent the County would be required to collaborate with the City of Destin (see attached for further details). It appears that the County representatives involved in this request for opinion are searching for an answer other than what the County was already told, in writing, by DEP: i.e., that the County must adhere to City land use, zoning and permitting rules and regulations.

Accordingly, the City Attorney submitted the attached correspondence to the County Attorney on behalf of the City Council, calling upon Commissioner Palmer to immediately withdraw the request for a legal opinion for the following reasons:

1. The most current Okaloosa County BCC Motion relating to the subject property authorized Commissioner Palmer to approach state representatives alongside a representative from the City of Destin. However, the City had absolutely no input in formulating the attached request. This request represents a clear departure from what was agreed upon during the County meeting, where it was understood that the commissioner and a council member would approach the state together. Commissioner Palmer had no authority to submit this letter independently, in place of the agreed joint effort and without any input from the City of Destin.

2. The Attorney General does not have the authority to address the questions posed for several reasons. First, the Attorney General's Office is not the appropriate venue for resolving intergovernmental disputes. If the County's position is to dispute, question, or otherwise challenge the City's land use and permitting authority with respect to the subject property, then a clear dispute exists between the parties. Second, the Attorney General's office cannot issue a legal opinion regarding a legislative action taken by a board or Cabinet on which the Attorney General serves as a member.

3. The Florida Department of Environmental Protection ("FDEP") has already informed

Okaloosa County in writing that it must adhere to City zoning and permitting requirements with respect to the subject property. The City possesses copies of this correspondence, which were previously provided to the County.

The County was reminded that the City's Comprehensive Plan and land development regulations are not arbitrary constraints; they reflect deliberate planning, extensive public input, and long-term policy determinations adopted in the public interest. Further, adequate due process requires that the public be afforded meaningful opportunities for participation in relevant local venues of public engagement.

The City Manager and City Attorney recommend that the City Council reiterate its position for the public record that it will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority. This reflects the Council's commitment to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

While the County Attorney submitted a response by email to the City Attorney's May 20, 2026 correspondence, (City/County elected officials were copied), neither the County Attorney, County Administrator, or any other representative of the County has responded to subsequent requests from the City for information as to why the City was left out of the drafting of any request for legal opinion to any entity, including the State Attorney General. This failure to include the City is concerning for multiple reasons, given the City's vital interests in the area, including but not limited to the City's ownership of the adjacent right of way, parking area, and 14 acre City Norriego Point Park, the City's representation of the residents and local public, and the City's regulatory authorities and jurisdiction within its municipal boundaries.

One final note: As you know, the County sold and deeded Norriego Point to the City in 2010, with conditions attached. The City adheres to all conditions and operates the property as a public conservation park (the summary of the conditions is that the property be used by the public for park/recreational purposes, no commercial concession contracts, etc). Interestingly, it has recently been determined by virtue of public records requests that on December 12, 2025 (two days after the State's closing on the 4 acre parcel), the County Attorney sent an email with subject line "Norriego Point conveyance to Destin" to Commissioner Mixon, County Administrator John Hofstad, and Deputy County Administrator Craig Coffey, laying out information on the conditions set forth in the deed. The County Attorney also indicated in her email that failure to adhere to such conditions would result in forfeiture of the City-owned property back to the County. The timing and substance of the email is noted, and no commissioner other than Commissioner Mixon is copied to the email.

II. DISCUSSION: 1. Public Participation/Post-Input Meeting Discussions at Okaloosa County BCC Meetings; Did the Okaloosa County BCC Commit to Managing the State Land in Holiday Isle?

Immediately prior to the adjournment of the Okaloosa County Board of County Commissioners (BCC) meeting on June 16, 2026, Commissioner Drew Palmer again raised the issue of the proposed Holiday Isle state park, despite the matter not being included on the published agenda

and after all opportunities for public comment had concluded. During his remarks, Commissioner Palmer referenced the County's August 19, 2025 BCC meeting as the occasion on which the County had committed to managing the proposed state park in Holiday Isle.

There are prior examples of late meeting discussions relating to the state park in Holiday Isle. Notably, the Holiday Isle state park issue was also raised at the August 19, 2025 meeting after public comment had closed and without being listed on the published agenda. This will be discussed at length below. Similarly, at the May 19, 2026 BCC meeting, Commissioner Palmer informed the Board that he had requested an opinion from the Florida Attorney General regarding the Holiday Isle state park, questioning the City's lawful land use authorities. That discussion likewise occurred after all public comment opportunities had ended and without the matter appearing on the published agenda. No copy of the County's written request to the Attorney General was included at that time, nor was any copy forwarded to the City. The City did **not** join the request, and instead, formally objected to the request as described above in the Background section of this staff report. This May meeting was discussed at length with the City Council at its public meeting held on June 1, 2026.

The City Council has acknowledged on multiple occasions that the County's proposed development of the state park in Holiday Isle is a significant intergovernmental issue involving significant budgetary and land-use considerations. Thus, in response to the repeated discussion of this matter outside of Okaloosa County's published agenda process and after the close of the County's public comment opportunities, the City Attorney sent correspondence, dated June 17, 2026, to the County Attorney, with copies provided to all members of the BCC and City Council. See attached correspondence.

In her correspondence, the City Attorney requested that substantive matters reasonably expected to generate public interest or BCC discussion be included on the County's published agenda in advance of the meeting. Alternatively, the City Attorney requested that the BCC provide an opportunity for public comment when such matters are raised during a meeting. It was noted that these measures would further the transparency objectives embodied in Florida's Government in the Sunshine Law and section 286.0114, Florida Statutes, while promoting public confidence in the governmental decision-making process. As of the date of this staff report, the City Attorney has not received a response from the County.

Contrary to Commissioner Palmer's late-meeting comments on June 16, 2026, the City does not believe that the Okaloosa County Board of County Commissioners committed to manage the state park property located in Holiday Isle. While Commissioner Palmer generally discussed with the BCC submitting a letter to the state to support such a park, there was no such letter in the agenda for the BCC or anyone in the public to review. The City was informed that members of the BCC did NOT have a copy of the letter on the dais during the discussion. Further, there was no mention at the public BCC meeting on August 19, 2025 of any $3 to $5 Million commitment relating to the park, nor mention that any County employees or elected officials were considering disregarding the City's state-approved Comprehensive Plan, Land Development Code, and property-specific City-issued development order for the property. Further, there was no discussion that the County would "***assume full responsibility for the day-to-day management, maintenance, and operation of the park and marina, as well as any adjacent state-owned lands. This includes oversight of capital projects, construction procurement, insurance, maintenance, staffing, rule enforcement, utilities, and all other operational components."*** There was also no formal vote on the topic.

Based on the transcript provided on Okaloosa County's website, Commissioner Palmer stated the following at the August 19, 2025 meeting: *Commissioner Palmer: yes I just have one thing. Something I'm very excited about, as I believe all of us have been separately briefed on the new park that our governor and state legislature has allocated funds for, the state is now requesting that* ***there be a letter from the county just committing to managing the facilities and some improvements on that property****. **And so I just I would request that we have a consensus understanding that this will have to come before the board for an MOU at some point for final approval. But for now, if we could have a consensus that we allow the county to put together a-- or the staff, to put together a letter of commitment for us to do that signed by the chairman,** I would just ask that the board consider that. Commissioner Mixon: [inaudible] sir. It's good with me. Is consensus ok for that or do we need to walk it?* ***Do we have consensus to move in that direction?*** *Ok. Commissioner Palmer: thank you. It's such an amazing opportunity for the county. I just appreciate you guys all supporting that. Commissioner Mixon: sure thank you. All right. Nothing further. Meeting's adjourned.*

The City's position is that there was no consensus as to management of the park at that time. A formal vote of the BCC would be required based on the magnitude of the dollars allegedly committed by the county in the ensuing letter that was submitted to the State as well as due to the intergovernmental and land use issues involved, all of which have been shown to involve substantial public interest. A formal vote would also be required to allow for any commissioners that might have a conflict of interest to abstain from the vote. If any conflicts of interest exist, an abstention could potentially affect the ultimate outcome of any vote. For example, a two to two vote of the BCC would result in a tie, and thus a failure to approve any such commitment.

Notwithstanding the above, the following is an actual excerpt from the County's correspondence, which was subsequently sent to the State of Florida based on the above "consensus" (note: the County incorrectly describes the acreage of the Holiday Isle state park in the correspondence, as it does not consist of 5.7 acres but rather consists of approximately 4 acres):

> *. . . .We are writing to formally express Okaloosa County's strong commitment to the long-term stewardship and management of this new 5.7-acre park. The County fully recognizes the ecological, recreational, and economic significance of the site-particularly its vital role in protecting the Destin Harbor.*
>
> *In alignment with the conservation and public access principles outlined in the Florida Forever Act (Chapter 259, F.S.), Okaloosa County affirms its intent to support and implement best management practices for the park. To that end, the* ***County agrees to assume full responsibility for the day-to-day management, maintenance, and operation of the park and marina, as well as any adjacent state-owned lands. This includes oversight of capital projects, construction procurement, insurance, maintenance, staffing, rule enforcement, utilities, and all other operational components.***
>
> *Furthermore, the County* ***is committed to collaborating with both the City of Destin*** *and the Florida Department of Environmental Protection (FDEP) to*

> *advance the shared vision for Norriego Point Park. Should it be requested, we are also prepared to fully manage that existing park facility.*
>
> *To demonstrate our commitment,* ***Okaloosa County is pledging a minimum direct investment of $3 million, with an overall contribution exceeding $5 million****. This includes a combination of funding, grants, in-kind services, startup and operational costs, and other associated expenditures needed to successfully launch and sustain the new park.*
>
> *At the appropriate time, we are ready to enter into a Memorandum of Understanding (MOU) with FDEP, modeled on the existing MOU for Norriego Point Park. For further coordination, please contact Craig Coffey, Deputy County Administrator, at (850) 609-6136.* [**Emphasis added**]

A full copy of the County's August 19, 2025 letter is attached to this staff report for informational purposes. The bold font has been added to emphasize particular portions of the letter that the City believes surpass the information provided at the end of the BCC meeting on August 19th.

Did the County commit to manage the Park as they indicated in their August 19, 2025 letter to the State? The only two options in respoionse are (1) The County committed to manage the park on August 19th without any public notice or public participation, notwithstanding Section 286.0114(2), Florida Statutes or (2) the County has not committed to managing the park. The County has not been clear on which of these options has occurred.

2. Home Rule Resolution 2026-16. Resolution 2026-16 is attached for the City Council's consideration. This Resolution supports local home rule and land use authorities, including the following:

Supporting the Ability of Municipal Governments to Implement Their Duly Adopted Comprehensive Plans and Land Development Regulations. The City Council supports the right and responsibility of municipalities to implement and enforce their duly adopted comprehensive plans, future land use policies, zoning regulations, and development review procedures in a manner that reflects local conditions, community priorities, infrastructure capacities, and long-term planning objectives.

Encouraging Respect for Local Land Use Decisions that Reflect Community Values and Long-Term Planning Objectives. The City Council encourages state, regional, county, and local governmental entities to respect and uphold municipal planning processes and locally adopted land use regulations and to engage in collaborative intergovernmental coordination when addressing issues that may affect municipalities and their residents.

Local Support for Home Rule and Local Decision-Making. The City Council urges other Florida municipalities to join in affirming the importance of municipal home rule authority and local decision-making as essential components of effective governance and sound growth management.

Transmittal. The City Clerk is directed to transmit copies of this Resolution to the Governor

of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representatives, members of the local legislative delegation, Okaloosa County Board of County Commissioners, all municipalities located within Okaloosa County, the Florida League of Cities, and such other governmental entities as deemed appropriate.

3. Meeting between DEP reps, City Manager Dr. Larry Jones and City Attorney Kimberly Romano Kopp.

Per Council directive, the City Attorney and City Manager met with representatives of the FDEP to discuss appropriate procedures to obtain management authority at the state park in Holiday Isle. If the City desires to make a request to the State without the support of the County, the City would need to make the request directly to the BOT. The DEP reps indicated that the State would support an agreement that was supported by both the City and the County, given that the BOT approval included documentation that stated the County would manage the park. The State did not have any specific requests for development of the park in Holiday Isle.

4. Meeting between City Manager Dr. Larry Jones, Council Member Destin and Commissioner Palmer.

Summary of Meeting – June 19, 2026

On June 19, 2026, Destin City Council Member Dewey Destin and Okaloosa County Commissioner Drew Palmer met to discuss a collaborative path forward that could lead to the City of Destin serving as the operator and manager of the new state park parcel at Norriego Point.

The discussion resulted in a conceptual framework that would be presented to the respective governing bodies for consideration. The proposed framework includes the following:

- The City of Destin would provide free parking for all Okaloosa County residents at every City-owned parking facility where parking fees are charged.

Upon execution of a lease or other approved legal mechanism granting the City (Destin) full management rights to the new state park parcel at Norriego Point, the City shall provide free parking to all Okaloosa County residents at all City-owned parking facilities where parking fees are otherwise applicable.

- The Destin City Council will consider this proposal at its July 6, 2026, meeting.
- If approved by the Destin City Council, Commissioner Palmer will place the proposal on the agenda for consideration by the Okaloosa County Board of County Commissioners at its next available (July 14, 2026) meeting.
- If approved by both governing bodies, the City and the County will jointly approach the Florida Department of Environmental Protection to determine the most appropriate path forward and work with the necessary agencies to facilitate the City's leasing and managing the new state park.
- The potential use of Okaloosa County Tourist Development Department funding for the park, contingent upon identifying eligible tourism-related expenditures and ensuring compliance with all applicable legal requirements governing Tourist Development Tax funding, was discussed.

- The City and the County will work collaboratively to develop and implement a parking system that provides free parking for all Okaloosa County residents at City-owned parking facilities while ensuring the system is efficient, practical, and financially sustainable.

The proposal represents a collaborative effort to preserve and enhance the new state park while improving public access for all Okaloosa County residents. This framework is conceptual, and any final agreement remains subject to approval by the Destin City Council and the Okaloosa County Board of County Commissioners prior to any request for approvals from the Florida Department of Environmental Protection and other appropriate agencies.

See attached email exchange between Dr. Larry Jones and Commissioner Palmer memorializing this point.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor: Legislative Sponsor (for Resolution 2026-16, only): Council Member Hebert
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: 1. I move to adopt Resolution 2026-16, supporting local home rule and land use authorities.
2. I move to approve Commissioner Palmer's request that the City agree to provide free parking to County residents at every City-owned parking facility where parking fees are charged, if the City obtains full management rights to the state owned park in Holiday Isle.

Attachments:

1. Mixon's 19 Aug 2025 offer to DEP SEC Lambertl $5M and MGT of 50 GSD
2. 6.17.26 Corr to Okaloosa
3. Email Dr Jones_Commissioner Palmer re Parking
4. Edited_Email correspondence with Commissioner Palmer

Board of County Commissioners
Paul Mixon, Chairman (District 1)

State of Florida

August 19, 2025

Secretary Alexis A. Lambert
Florida Department of Environmental Protection
3900 Commonwealth
Boulevard M.S. 49
Tallahassee , FL 32399

Dear Madam Secretary:

First and foremost, we would like to extend our sincere thanks to you, your team, and the entire Cabinet for your leadership and vision in supporting the acquisition of this critical property. This future park facility represents a monumental public investment—one that will be treasured for generations to come.

We are writing to formally express Okaloosa County's strong commitment to the long-term stewardship and management of this new 5.7-acre park. The County fully recognizes the ecological, recreational, and economic significance of the site—particularly its vital role in protecting the Destin Harbor.

In alignment with the conservation and public access principles outlined in the Florida Forever Act (Chapter 259, F.S.), Okaloosa County affirms its intent to support and implement best management practices for the park. To that end, the County agrees to assume full responsibility for the day-to-day management, maintenance, and operation of the park and marina, as well as any adjacent state-owned lands. This includes oversight of capital projects, construction procurement, insurance, maintenance, staffing, rule enforcement, utilities, and all other operational components.

Furthermore, the County is committed to collaborating with both the City of Destin and the Florida Department of Environmental Protection (FDEP) to advance the shared vision for Norriego Point Park. Should it be requested, we are also prepared to fully manage that existing park facility.

To demonstrate our commitment, Okaloosa County is pledging a minimum direct investment of $3 million, with an overall contribution exceeding $5 million. This includes a combination of funding, grants, in-kind services, startup and operational costs, and other associated expenditures needed to successfully launch and sustain the new park.

At the appropriate time, we are ready to enter into a Memorandum of Understanding (MOU) with FDEP, modeled on the existing MOU for Norriego Point Park. For further coordination, please contact Craig Coffey, Deputy County Administrator, at (850) 609-6136.

Thank you again for your partnership and for your continued dedication to preserving Florida's natural resources for the benefit of all.

Sincerely yours…
…willingly His,

Paul Mixon, Chairman
Board of County Commissioners

- 302 N. Wilson St., Suite 302 • Crestview, FL 32536 • (850) 689-5030
- 1250 N. Eglin Pkwy, Suite 100 • Shalimar, FL 32579 • (850) 651-7105 • Fax: 651-7142

ROMANO KOPP LAW, P.A.

P.O. Box 5524
Destin, Florida 32541
Phone: (407) 430-7070
Email:kkopp@romanokopplaw.com

June 17, 2026

VIA EMAIL
Lynn Hoshihara
Okaloosa County Attorney
1940 Lewis Turner Blvd.
Fort Walton Beach, FL 32547

RE: Public Comment Opportunities on Matters Raised During Commissioner Reports

Dear Ms. Hoshihara,

I am writing on behalf of the Destin City Council to express concern regarding a recurring practice at meetings of the Board of County Commissioners whereby significant policy matters, proposed government decisions and other controversial issues are first raised during the "Commissioners' Minute" after the final public comment portion of the meeting has concluded.

While the "Commissioners' Minute" serves an important function, the City is concerned that matters constituting "propositions before a board or commission" within the meaning of section 286.0114, Florida Statutes, are increasingly being introduced and discussed at a point in the meeting when members of the public no longer have a reasonable opportunity to be heard on those matters.

Section 286.0114(2), Florida Statutes, provides that members of the public "shall be given a reasonable opportunity to be heard on a proposition before a board or commission." Although the statute permits the opportunity to be heard to occur at a meeting other than the one at which official action is taken, the opportunity must nevertheless occur during the decision-making process and within reasonable proximity in time to the board's consideration of the matter.

When substantive issues that are not included on the agenda are raised for the first time during the Commissioners' Minute after public comment has closed, citizens, affected local governments, and other interested stakeholders may have no meaningful notice that the issue will be discussed and no practical opportunity to provide input before the Board begins its deliberative process. This concern is particularly acute when the subject matter involves significant land use, intergovernmental, budgetary, or policy issues.

The City respectfully requests that substantive matters reasonably anticipated to generate public interest or Board discussion be placed on the published agenda in advance of the meeting, or alternatively that the Board provide an opportunity for public comment after such matters are raised. Doing so would further the transparency objectives embodied in Florida's Government in the Sunshine Law and section 286.0114, while promoting public confidence in the decision-making process.

The City raises this issue in the spirit of ensuring that both governments continue to conduct their affairs in a manner that maximizes public participation and transparency.

Sincerely,

Kimberly Romano Kopp
City Attorney, City of Destin

cc: Dr. Larry Jones, City Manager
Destin City Council and Mayor
Okaloosa County Board of County Commissioners
John Hofstad, County Administrator

From: Drew Palmer <dpalmer@myokaloosa.com>
Sent: Friday, 19 June 2026 12:32:35
To: Larry Jones <ljones@cityofdestin.com>
Subject: Re: Metting summary

Thank you Larry, this does appear to capture items that were discussed. I look forward to seeing what your council approves.

Thanks,

Drew

Get Outlook for iOS

From: Larry Jones <ljones@cityofdestin.com>
Sent: Friday, 19 June 2026 12:25:06
To: Drew Palmer <dpalmer@myokaloosa.com>
Subject: Metting summary

Good afternoon, Commissioner. Please review the below and, if you agree that it accurately reflects our meeting today, please acknowledge your agreement.

Summary of Meeting – June 19, 2026

On June 19, 2026, Destin City Council Member Dewey Destin and Okaloosa County Commissioner Drew Palmer met to discuss a collaborative path forward that could lead to the City of Destin serving as the operator and manager of the new state park parcel at Norriego Point.

The discussion resulted in a conceptual framework that would be presented to the respective governing bodies for consideration. The proposed framework includes the following:

- **The City of Destin would provide free parking for all Okaloosa County residents at every City-owned parking facility where parking fees are charged.**
- **The Destin City Council will consider this proposal at its July 6, 2026, meeting.**
- **If approved by the Destin City Council, Commissioner Palmer will place the proposal on the agenda for consideration by the Okaloosa County Board of County Commissioners at its next available (July 14, 2026) meeting.**

- If approved by both governing bodies, the City and the County will jointly approach the Florida Department of Environmental Protection to determine the most appropriate path forward and work with the necessary agencies to facilitate the City's leasing and managing the new state park.
- The potential use of Okaloosa County Tourist Development Department funding for the park, contingent upon identifying eligible tourism-related expenditures and ensuring compliance with all applicable legal requirements governing Tourist Development Tax funding, was discussed.
- The City and the County will work collaboratively to develop and implement a parking system that provides free parking for all Okaloosa County residents at City-owned parking facilities while ensuring the system is efficient, practical, and financially sustainable.

The proposal represents a collaborative effort to preserve and enhance the new state park while improving public access for all Okaloosa County residents. This framework is conceptual, and any final agreement remains subject to approval by the Destin City Council and the Okaloosa County Board of County Commissioners prior to any request for approvals from the Florida Department of Environmental Protection and other appropriate agencies.

Thanks,

Larry

“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

From: Drew Palmer
To: Larry Jones
Subject: Re: Metting summary
Date: Friday, June 19, 2026 12:32:47 PM
Attachments: image001.png

Thank you Larry, this does appear to capture items that were discussed. I look forward to seeing what your council approves.

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Get Outlook for iOS

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The discussion resulted in a conceptual framework that would be presented to the respective governing bodies for consideration. The proposed framework includes the following:

- **The City of Destin would provide free parking for all Okaloosa County residents at every City-owned parking facility where parking fees are charged.**
  Upon execution of a lease or other approved legal mechanism granting the City (Destin) full management rights to the new state park parcel at Norriego Point, the City shall provide free parking to all Okaloosa County residents at all City-owned parking facilities where parking fees are otherwise applicable.
- **The Destin City Council will consider this proposal at its July 6, 2026, meeting.**
- **If approved by the Destin City Council, Commissioner Palmer will place the proposal on the agenda for consideration by the Okaloosa County Board of County Commissioners at its next available (July 14, 2026) meeting.**
- **If approved by both governing bodies, the City and the County will jointly approach the Florida Department of Environmental Protection to determine the most appropriate path forward and work with the necessary agencies to facilitate the City's leasing and managing the new state park.**
- **The potential use of Okaloosa County Tourist Development Department**

funding for the park, contingent upon identifying eligible tourism-related

expenditures and ensuring compliance with all applicable legal requirements governing Tourist Development Tax funding, was discussed.

- **The City and the County will work collaboratively to develop and implement a parking system that provides free parking for all Okaloosa County residents at City-owned parking facilities while ensuring the system is efficient, practical, and financially sustainable.**

The proposal represents a collaborative effort to preserve and enhance the new state park while improving public access for all Okaloosa County residents. This framework is conceptual, and any final agreement remains subject to approval by the Destin City Council and the Okaloosa County Board of County Commissioners prior to any request for approvals from the Florida Department of Environmental Protection and other appropriate agencies.

Thanks,

Larry

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

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ITEM # 2026-878

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: Resolution
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM: Kimberly Kopp, City Attorney
Larry Jones

DATE: June 18, 2026

SUBJECT: Request of Prebble Ramswell for Reimbursement of Legal Expenses and Reinstatement to City Council Through November 2022; Consideration of Resolution 26-18.

I. BACKGROUND: Council Member Prebble Ramswell was duly elected to serve on the City Council in 2014, and was duly re-elected for a second term commencing in 2018.

II. DISCUSSION:

On June 9, 2026, the City Council, City Manager, and City Attorney received a request from former City of Destin Council Member Dr. Prebble Ramswell. The request consisted of two parts:
(1) reimbursement of legal expenses incurred in connection with proceedings that resulted in her removal from office, and
(2) a retroactive reinstatement to the Destin City Council for the remainder of the term to which she had been elected, which expired in November of 2022.

This staff report addresses both parts of this request.

1. **Reimbursement of Legal Expenses**

Dr. Ramswell provided correspondence to the City explaining in part that "[i]n 2021, while a member of the Destin City Council, I was accused of failing to provide public records and official misconduct, leading to a search of my home and my arrest. I vehemently denied failing to provide any records that had ever been requested. . . ."

Although Dr. Ramswell had previously requested reimbursement of legal expenses from the City and was denied, additional information has come to light corroborating Dr. Ramswell's prior testimony that she never received the public records requests. This new information

includes sworn testimony from Rey Bailey, the then City Clerk.

To begin, Mr. Bailey testified under oath that he received Public Records Requests as part of his normal duties. This included logging and disseminating the requests to City personnel, including elected officials. Dr. Ramswell's request provides for the following additional information, based on Mr. Bailey's sworn testimony (this testimony occurred after Dr. Ramswell's initial reimbursement requests to the City):

"it was ordinary procedure to disseminate the type of requests made by Winkeler to all City personnel, including elected officials. Bailey received the request for records from the complainant. Although Bailey did not forward these requests to City Council or Prebble Ramswell, he stated he relied upon the City of Destin's newly enacted resolution which required the city employee or official to use their City cell phone or city email to discuss City of Destin business."

Given that Dr. Ramswell did not receive the Public Records Request that ultimately resulted in her subsequent criminal charges, and given that Dr. Ramswell was not convicted of official misconduct, it is recommended that the City Council approve Dr. Ramswell's request for reimbursement of legal fees spent in defending herself for alleged crimes that ultimately arose out of this public records request. The total amount requested by Dr. Ramswell is $12,750.00, and her attorney retainer agreements and proof of payment are attached to this staff report.

2. **Retroactive Reinstatement of Dr. Prebble Ramswell to the Destin City Council for the remainder of the term to which she had been elected, which expired in November of 2022.**

It is recommended that the Council adopt Resolution 2026-18, which provides, in relevant part, as follows:

WHEREAS, Dr. Prebble Ramswell was duly elected by the voters of the City of Destin to serve on the Destin City Council for her first term in 2014 and for her second term in 2018; and
WHEREAS, during her service on the City Council, allegations were made concerning compliance with public records requirements, resulting in criminal charges and her subsequent removal from office by the Governor; and
WHEREAS, the charges against Dr. Prebble Ramswell were ultimately resolved without a conviction for official misconduct; and
WHEREAS, information developed during and after the legal proceedings raised questions regarding whether certain public records requests had been received by Dr. Ramswell; and
WHEREAS, the City Council recognizes the importance of protecting public confidence in government while also ensuring fairness to public servants who volunteer their time in elected office; and
WHEREAS, although Dr. Ramswell is not seeking to return to public office and her elected term has expired, she has requested that the City seek consideration of a retroactive reinstatement through the end of her term as a symbolic recognition of her service and the circumstances surrounding her removal; and
WHEREAS, although the City's Charter provides for seven members of the City Council, the symbolic reinstatement of former Council Member Prebble Ramswell is intended solely as an honorary and retrospective act recognizing her prior service and shall not constitute the appointment of an additional council member, confer any authority, duties or compensation, or otherwise conflict with the Charter's limitation on the number of sitting council members

during the relevant time period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN FLORIDA:

SECTION 1. **Recitals.** The foregoing recitals are hereby adopted and incorporated herein as legislative findings of the City Council of the City of Destin.

SECTION 2. **Request to Consider Reinstatement of Dr. Prebble Ramswell to the Destin City Council through the end of her term in November, 2022.** The City Council respectfully requests that the Governor of the State of Florida consider retroactively reinstating Dr. Prebble Ramswell to the office of Destin City Council Member through the expiration of her elected term in November 2022, for the limited purpose of restoring the record of her service.

SECTION 3. **Transmittal.** The City Clerk is directed to transmit copies of this Resolution to the Governor of Florida.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor: Request of Prebble Ramswell, Former City Council Member
Legislative Sponsor for Resolution 2026-18 is Council Member Schmidt
E. Business Impact Statement:

III. CONCLUSION: Dr. Prebble Ramswell's request consists of two parts: (1) reimbursement of legal expenses incurred in connection with proceedings that resulted in her removal from office, and (2) a reinstatement to the Destin City Council for the remainder of the term to which she had been elected, which expired in November of 2022. Therefore, it is recommended that the Council address the requests in two separate motions.

IV. RECOMMENDED MOTION: Motion #1: I move to approve Dr. Ramswell's request for her reimbursement of legal expenses in the amount of $12,750.00.
Motion #2: I move to approve Resolution No. 2026-18, requesting the Governor reinstate Dr. Ramswell's second City Council Member term through November of 2022, and direct the City Clerk to transmit the Resolution to the Governor.

Attachments:

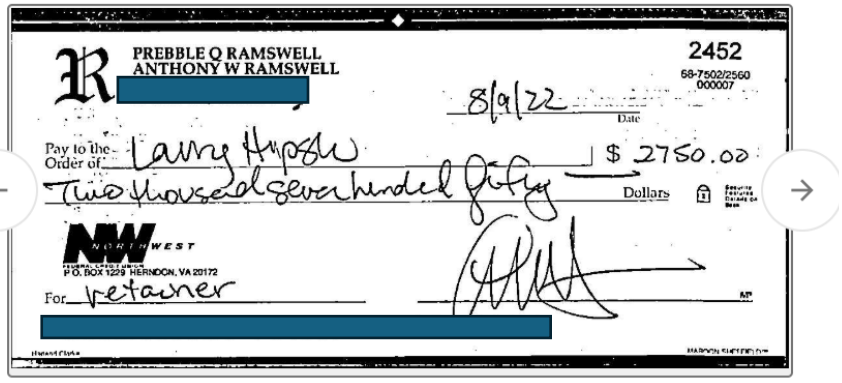
1. Attorney Receipts Ramswell
2. Engagement Letter Hipsh
3. Sanders agreement
4. 26-18 Prebble Ramswell Reinstatement Request Resolution

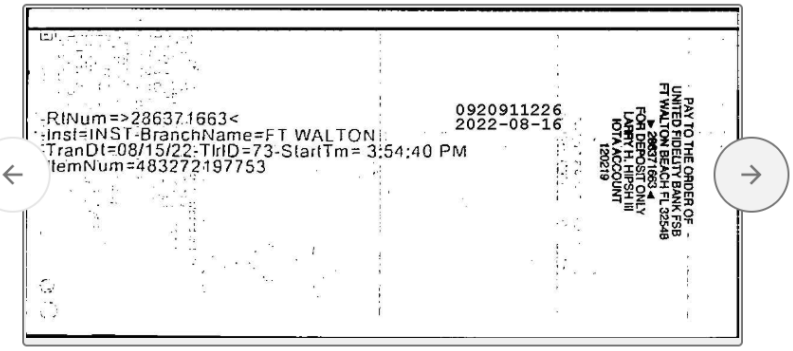
ITEM # 2026-878

Wire transfer to Ruston Sanders
$1000 down, then $9000 wired.

Date	Type	Identifier	Description	Withdrawal	Deposit	Balance
11/24/2021	Pending Card Transaction Message		MC PURCHASE USASF MEMPHIS TN USA	-$49.00		
11/24/2021	Pending Card Transaction Message		MC PURCHASE VENMO 8558124430 NY USA	-$40.00		
11/24/2021	Preauthorization Request	4913	MC AUTHORIZATION WALGREENS #4913	-$23.43		
11/24/2021	Preauthorization Request		MC AUTHORIZATION PP*DOORDASH JIN-JINCH	-$63.67		
11/24/2021	Preauthorization Request		MC AUTHORIZATION AMAZON.COM	-$32.00		
11/24/2021	CHECK	1400	PROOF MEMO POSTING	-$9,000.00		
11/23/2021	Preauthorization Request		MC AUTHORIZATION PP*DOORDASH HOUINDIA	-$47.40		

Cancelled check for attorney Larry Hipsh
$2750





LARRY H. HIPSH, III, P.A.

Attorney & Counselor at Law

August 5, 2022

Dr. Prebble Q. Ramswell
14 Country Club Drive E
Destin, Florida 32541

VIA EMAIL ONLY
prebble@prebble.com

Re: Client Engagement Letter

Dear Dr. Ramswell:

The purpose of this letter is to confirm that Larry H. Hipsh, III will represent you during your non-party deposition in the Okaloosa County, Florida case of Point Mezzanine, LLC v. Earley matter, Case No.: 2020-CA-003708 F.

At this time, I want to thank the you for selecting my law firm to represent the company in this matter. I also wish to set forth our agreement as to payment of my fees. My current fee is $275.00 per hour for services performed by me and $100.00 per hour for services performed by non-lawyer staff, if such staff is retained.

To secure my engagement, I will require a retainer of $2,750.00. My firm invoices will be satisfied out of that retainer, until the retainer is used up, at which point I may ask for an additional retainer or send out invoices monthly, which you agree to satisfy when received.

For the avoidance of doubt, it is important that you understand that it is office practice to compute not less than one-tenth (1/10th) of an hour for each telephone call, text, email, or fax, no matter how short its duration or duration of review, and such additional time may actually be expended, whether the telephone calls, texts, messages, emails, or faxes are from or to the client or other concerning the case or matter. Therefore, you, the client, agree to keep notes and consolidate inquiries and meetings to help me control your fees and costs.

The company will also be billed for costs/expenses incurred on your behalf, such as copies, postage, fax, long distance, recording fees, FedEx, courier, West Law research fees incurred outside of my normal plan, etc. Some costs may be pre-billed (or paid directly by you), at my discretion, such as litigation filing fees, airfare, hotel accommodations, expert witness fees, voluminous copy work, etc.

My firm will bill for services at least once per month and may bill twice per month, if the situation requires. My expectations are that my invoices will be paid when the invoice is received. Any amounts on which I have not received payment within fifteen (15) days of billing will bear interest as the rate of nine percent (9%) per year. I reserve the right to withdraw from representation at any time should fees and costs not be paid as agreed herein.

If it should become necessary to undertake legal action to recover any unpaid fees, you agree to waive any objection to such action being filed in Okaloosa County, Florida (including any objection based on the doctrine of *forum non conveniens*), and you agree to reimburse this office for the costs of any such action, including reasonable attorney's fees. Any process in any such action or proceeding may, among other methods, be served by delivering it or mailing it, be registered, certified, or Priority US Mail, directed to the addresses listed herein or such other address as the addressee has designated from time to time. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Florida.

The undersigned attorney shall have a lien on all the client's documents, property (both real and personal), or money in his or her possession or another's for his/her benefit for the payment of all sums due under this agreement, and upon property or funds received by client by settlement, judgment, or otherwise, or which was an issue in litigation between the parties.

Please note that the scope of my representation does not include advice or services regarding the following: accounting, bankruptcy, tax compliance, financial, business, management, and related non-legal matters and advice (I advise that you engage a CPA, bankruptcy attorney, or business consultant to advise you regarding these matters); title searches, surveys, inspections and other non-legal work relating to real estate (I advise that you engage a title insurance company, abstractor, surveyor or other licensed professional to provide you these services); securities and other legal matters not handled by this firm, such as criminal law and family law (I advise that you engage a lawyer who specializes in these matters if you need such advice). I would be happy to refer you to others who may provide you these services.

If you have any questions about this information, please call 850/830-4662. On behalf of the firm, it is my pleasure to represent the company in this matter.

Larry H. Hipsh, III — August 5, 2022 Date

If the foregoing is acceptable, please countersign where indicated, return a signed copy of this agreement via email, facsimile, or mail, and keep a copy of this agreement for your own files.

Dr. Prebble Q. Ramswell — Date

Physical Address: 115 Miracle Strip Parkway SE, Suite 207, Fort Walton Beach, Florida 32548
Mailing Address: Post Office Box 4897, Fort Walton Beach, Florida 32549
Telephone: 850/830-4662 | Facsimile: 850/462-9330
www.hipshlawfirm.com

RETAINER AGREEMENT

Prebble Ramswell agrees to retain attorney RUSTON SANDERS to represent her interests as a Defendant in two criminal cases designated 2021CF2612 and 2021CF2588 and to consult, represent, and otherwise work as reasonably necessary in her defense.

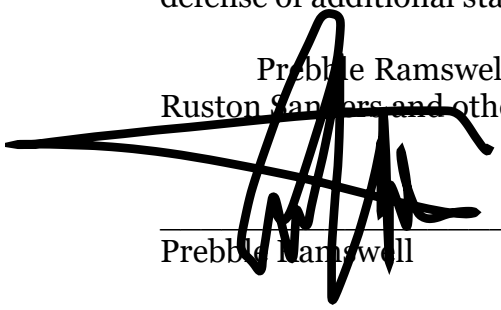
Prebble Ramswell agrees to pay attorney Ruston Sanders a retainer fee payable as follows: ten thousand $10,000 that is due upon execution of this Retainer Agreement; and if any charge against her proceeds to trial, an additional sum of ten thousand $10,000 prior to commencement of the trial.

Prebble Ramswell agrees that fees are earned upon attorney Ruston Sanders accepting the obligation to conduct the defense of Prebble Ramswell and executing this Retainer Agreement. The retainer fee is nonrefundable and representation begins only after initial payment is paid.

Prebble Ramswell understands and agrees that there is no guaranteed outcome to her prosecution. Any expenses, including the costs of court reporters, service of subpoenas, filing fees, travel expenses, expert fees and transcripts are to be paid by Prebble Ramswell as they are billed.

This Retainer Agreement does not include legal representation for any appeal, rehearing, new trial, civil proceeding, administrative process or representation for defense of additional state or federal charges.

Prebble Ramswell understands she is required to stay in reasonable contact with Ruston Sanders and otherwise be reasonably available to assist with the defense.



Prebble Ramswell

Ruston Sanders

11/9/2021

Date

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; REQUESTING THE GOVERNOR CONSIDER RETROACTIVE REINSTATEMENT OF FORMER COUNCIL MEMBER PREBBLE RAMSWELL TO HER ELECTED OFFICE THROUGH THE EXPIRATION OF HER TERM IN NOVEMBER 2022; PROVIDING FOR TRANSMITTAL, SEVERABLITY AND AN EFFECTIVE DATE.

WHEREAS, Dr. Prebble Ramswell was duly elected by the voters of the City of Destin to serve on the Destin City Council for her first term in 2014 and for her second term in 2018; and

WHEREAS, during her service on the City Council, allegations were made concerning compliance with public records requirements, resulting in criminal charges and her subsequent removal from office by the Governor; and

WHEREAS, the charges against Dr. Prebble Ramswell were ultimately resolved without a conviction for official misconduct; and

WHEREAS, information developed during and after the legal proceedings raised questions regarding whether certain public records requests had been received by Dr. Ramswell; and

WHEREAS, the City Council recognizes the importance of protecting public confidence in government while also ensuring fairness to public servants who volunteer their time in elected office; and

WHEREAS, although Dr. Ramswell is not seeking to return to public office and her elected term has expired, she has requested that the City seek consideration of a retroactive

reinstatement through the end of her term as a symbolic recognition of her service and the circumstances surrounding her removal; and

WHEREAS, although the City's Charter provides for seven members of the City Council, the symbolic reinstatement of former Council Member Prebble Ramswell is intended solely as an honorary and retrospective act recognizing her prior service and shall not constitute the appointment of an additional council member, confer any authority, duties or compensation, or otherwise conflict with the Charter's limitation on the number of sitting council members during the relevant time period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN FLORIDA:

SECTION 1. **Recitals.** The foregoing recitals are hereby adopted and incorporated herein as legislative findings of the City Council of the City of Destin.

SECTION 2. **Request to Consider Reinstatement of Dr. Prebble Ramswell to the Destin City Council through the end of her term in November, 2022.** The City Council respectfully requests that the Governor of the State of Florida consider retroactively reinstating Dr. Prebble Ramswell to the office of Destin City Council Member through the expiration of her elected term in November 2022, for the limited purpose of restoring the record of her service.

SECTION 3. **Transmittal.** The City Clerk is directed to transmit copies of this Resolution to the Governor of Florida.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion

shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. **Effective Date**. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 6th day of July, 2026.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Lisa Wallace, City Clerk

Approved as to form and legal sufficiency
for the City of Destin, only:

_____

Kimberly Romano Kopp, City Attorney

ITEM # 2026-932

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jamie Haynes
Krystal Strickland, Finance Director

DATE: 6/29/2026

SUBJECT: RFP 26-04-HR INSURANCE AGENT - BROKER OF RECORD

I. BACKGROUND: June 15, 2026

Councilmember Bagby made a motion, seconded by Councilmember Trammell, to authorize staff to issue an RFP for Insurance Agent-Broker of Record services for employee benefits and return to Council with a recommendation for contract award, passed 7-0.

RFP 26-04-HR was advertised on June 16, 2026.

II. DISCUSSION: June 26th, a bid opening was held for RFP 26-04-HR, four bids were received. Those bids were from: Liberty Co. Insurance Brokers, First Line Emp. Benefits, Brown & Brown, and Acentria.

The bid committee met on June 29 to evaluate the bids. Bid committee members commented that the bids were responsive. The bids were discussed and then scored according to the scoring metric included in the RFP. The First Line proposal scored 572 out of 600, Brown & Brown scored 552 out of 600, Acentria scored 518 out of 600, and Liberty scored 472 out of 600. A summary scoresheet is attached.

The bid committee voted unanimously to recommend City Council award the contract to First Line Employee Benefits and authorize the City Manager to execute the contract.

Committee members agreed that the First Line proposal was the best choice for the city and would result in little noticeable change for the employees.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
B. Effect on Budget (EOB): No effect on budget.

C. Level of Service (LOS): LOS will be increased.
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Staff requests that Council award RFP 26-04 HR to First Line and authorize the City Manager to execute the contract.

IV. RECOMMENDED MOTION: I move to award the bid for RFP 26-04-HR to the First Line Employee Benefits and authorize the city manager to execute the contract.

Attachments:

1. Brokerage Services - MED ANC RFPs signed
2. 26-04-HR Addendum 1 6.23.26
3. Brown and Brown City of Destin Bid Response 2026
4. First Line Employee Benefits
5. Acentria Public Risk Response - RFP 26-04-HR Insurance Agent-Broker of Record
6. Liberty
7. RFP 26-04-HR Scoresheet Summary
8. 26-04-HR Agent Broker Agreement

REQUEST FOR PROPOSAL (RFP 26-04-HR)

INSURANCE AGENT- BROKER OF RECORD

FOR
MEDICAL, DENTAL, VISION, AND ANCILLIARY
EMPLOYEE BENEFITS

CITY OF DESTIN, FL

Larry Jones
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for an agent-broker of record for employee benefits for all insurance lines (health, dental, vision, life and disability).

Request for Proposal may be obtained from the City Clerk's office at Destin City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 between the hours of 8 a.m. and 5 p.m., Monday through Friday or by phone by calling 850-837-4242 or by email: cityclerk@cityofdestin.com .

Proposals must be received by the City of Destin in a sealed envelope clearly marked **"RFP 26-04-HR, Insurance Agent-Broker of Record** for Group Health, Dental, Vision, Life and Disability along with the name, return address and telephone number of the proposer, no later than 2:00 p.m. CST, on Friday, June 26th 2026 at which time they will be opened and read aloud.

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the proposal(s) or take any other actions deemed by the City to be in the City's best interest.

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CITY OF DESTIN
INSURANCE AGENT-BROKER SERVICES OF RECORD
FOR GROUP HEALTH AND ANCILLIARY EMPLOYEE BENEFITS

A. Proposal Invitation & Tentative Schedule of Events

The City of Destin, Florida (City), invites insurance agents-brokers licensed to do business in the State of Florida, to submit proposals to provide services for all lines (health, dental, vision, life and disability) per the schedule below.

Schedule of Events

Tentative Calendar of Events*		
1	Issue RFP	June 16, 2026
2	Final Date for Receipt of Questions	June 22, 2026, **no later** than 5:00 p.m. C.S.T
3	Responses to Questions	June 24, 2026
4	Proposals Due to Destin City Clerk & Proposal Opening	June 26, 2026, **no later** than 2:00 p.m. C.S.T.
5	City Council Presentation and Selection	July 6, 2026

B. General Information

1. Responsive proposals will demonstrate that all lines of insurance to include Florida non-profit consortiums/ pools that were formed for the purpose of providing full-service health insurance to Florida public entities to include (health, dental, vision, life, and disability or a health insurance consulting group that has a proven track record specializing in full-service government insurance to include health, dental, vision, life, and disability.

2. It is anticipated the City will contract for insurance agent-broker services for a period of three (3) years with two (2) one-year extension options. The City reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving a sixty (60) days written notice; however, notice shall not be given or accepted within 180 days prior to any policy renewal.

3. The City's Bid Committee will review all proposals. It is the intent of this Committee to make recommendations to the City Council for approval in July 2026. Existing coverages expire August 31, 2026, and it is the City's intent to utilize the agent-broker of record selected through this RFP process to present, recommend and place renewal coverages. Additionally, the agent-broker selected will be expected to conduct the 2026 open enrollment.

4. The selected agent-broker will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. Additionally, the selected agent-broker must be fully prepared to proactively address the City's needs and interests for products and services. Service requirements are more fully outlined in **Appendix B, *Scope of Services***.

5. Requirements set forth in this RFP shall be incorporated into the contract between the City and the selected firm, unless otherwise specified in the contract. Additional provisions may be included in the contractual agreement that incorporates the selected agent-broker's proposal, general services and other pertinent requirements and details. All provisions of the agreement must be in compliance with established Federal, State law and City ordinance.

6. Qualified firms submitting a proposal in response to this RFP are responsible for providing all professional services described herein.

7. Finalists may be required to make a 5 minute presentation to City Council. Information from these presentations will be included as part of the selection process.

8. The Destin City Council has the right to accept or reject any and all proposals.

9. Public Records –

HB273 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 850-837-4242, lwallace@cityofdestin.com, City of Destin 4200 Indian Bayou Trail Destin, FL 32541.

10. Florida Sunshine Laws - All bidders must have knowledge of the Florida Sunshine Laws and how they relate to the duties required under this RFP.

11. Clarifications/Revisions - Before award, the City reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the response.

12. Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the RFP submittal the name of any officer, director or agent who is also a public officer or an employee of the

City of Destin. Further, all proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the proposing firm.

C. Mandatory Proposer Requirements and Evaluation Criteria

1. The proposer must be willing and able to place business with all of the City's existing providers as outlined in **Appendix A** of this RFP. This does not mean the City intends to maintain its current carriers; but, would if considered advantageous to the City. Additionally, business with other carriers in health, dental, vision, life and disability lines must be actively operating in the City's market and have viable preferred provider organizations (PPO) networks for health, dental and vision.

2. The proposer must provide a copy of their State of Florida Insurance License.

3. The proposer and all staff assigned to the City's account shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

4. The proposer or any key staff must not have been convicted of a Public Entity Crime. A notarized statement is required (see **Appendix F**)

5. The proposer must be HIPAA compliant and have trained employees on the requirements of the law.

6. Describe training, experience and/or certifications obtained with respect to the Patient Protection and Affordable Care Act (PPACA), (Affordable Care Act (ACA)), and Health Care Reform.

7. Provide a sample of a proposed contract for your firm's services. The general terms and conditions provided in this RFP will be integrated within your proposed contract. Do not include any "evergreen" renewal clauses. Include City indemnification and insurance coverage (general, employers & professional liability, workers' compensation, and auto) clauses.

All proposals submitted for evaluation must include the following information in the format and order noted:

1. The first page shall be the Title Page. The proposer should identify the RFP subject, the name of the firm, local and corporate address, telephone number, name and title of contact person, and date of submission.

2. Immediately following the title page shall begin the following sections:

   Table of Contents – Provide clear identification of the material by section and by page number.

   Letter of Transmittal – Should be brief and introductory in nature.

   Mandatory Proposer Requirements – Responses and documents described in Section C (1-7), Mandatory Proposer Requirements, in the order delineated. List any exceptions taken to these requirements.

3. Proposal Content and Evaluation Criteria – In the order delineated, provide Tab 1 through Tab 7 as follows:

Tab 1. Qualifications and experience of firm - Information related to the agent-brokerage firm qualifications and resources including the following:

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

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

c. Description of the firm's resources available for knowledge in the following but not limited to: COBRA, HIPAA, Section 125, Cafeteria Plans, HDHP/HSA and ACA.
d. Description of the firm's legal resources associated with employee benefits.
e. Discuss any impending changes in your organization that could impact the delivery of services.
f. List and describe the metrics the firm utilizes to measure the quality of services provided to clients.
g. How the City's account would compare in size and scope to other clients of the agent-broker.

Tab 2. Qualifications and experience of staff - Resume for each account executive(s) and primary customer support staff to include the following:

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

Tab 3. Understanding and approach - A written statement explaining the firms approach to assisting local governments, or other clients, to maximize benefits for employees while minimizing the financial impact of skyrocketing health, dental, and all other lines covered in the RFP. Cite specific examples from your experience. Cite any innovative concepts your firm has employed. Describe your experience and relationship with the City's existing health, dental and other insurance carriers as listed in **Appendix A, *City Background Information***.

Tab 4. Location and accessibility - The name and office location of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

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

Tab 5. References – Provide three (3) client references including client name, contact personnel, address, phone number, email, and length of time you have provided agent-broker services. (Include references for services provided for health, dental, vision life and disability.)

Tab 6. Schedule of Fees- Describe the fees associated with those listed in **Appendix C**, ***Schedule of Fees***, as well as any additional costs related to implementation of any proposed service delivery alternatives. Also, indicate if you would receive any other form of compensation such as from vendors, bonus, or any other form of compensation not otherwise characterized to the City of Destin as commissions.

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

a. Describe what your firm's role would be in educating employees on plan benefits.
b. Describe any services you offer regarding employee focus groups and/or employee surveys.
c. Describe the process you use to explore renewal options and present options to employees, staff and City Council.
d. Describe the open enrollment process you utilize.

e. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and the City's employees.
f. Indicate if you can be available for on-site visits with 48 hours notice.
g. Provide details in your proposal of all current wellness program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.
h. Describe your monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent, and quality of reports on wellness/disease management, ability for covered member to track wellness and heath claims, etc.

D. Evaluation Matrix

Scale of 1 → 100 points, 1 = lowest, 100 = highest

	EVALUATION CRITERIA (from Section E)	**MAX. POINTS TO BE EARNED**
1.	Qualifications and experience of the firm. This will be evaluated on the breadth and depth of the firm's experience. Additional weighting will be given to those with the most favorable local government client experience in this area**.** **(Tab 1)**	20
2.	Qualifications and experience of specified individuals who will perform and oversee the work. **(Tab 2)**	10
3.	Understanding and approach to the work to be performed for the City. **(Tab 3)**	10
4.	Location and accessibility of staff. **(Tab 4)**	5
5.	References **(Tab 5**)	5
6.	Fees Proposed **(Tab 6 & Appendix C)**	30
7.	Services **(Tab 7)**	20

	TOTAL POINTS POSSIBLE TO BE EARNED	100

E. Instructions for Proposals:

1. Sealed proposals, one (1) original and one (1) exact replica of your original bid response on a USB drive shall be delivered to the City. The original must be clearly marked and be delivered in a sealed envelope or sealed box marked with the "**RFP 26-04-HR, Insurance Agent-Broker** of Record for Group Health, Dental, Vision, Life and Disability" **along with the name, return address and telephone number of the proposer.** The USB drive shall be in Microsoft Word, Excel, Power Point. Faxed, emailed or other electronic formats will not be accepted.

2. Sealed proposals shall be received by or delivered to the City no later than 2:00 P.M., C.S.T, June 26th, 2026 to: **(Proposals received after the above date and time will not be considered.)**

   City of Destin
   Attn: Lisa Wallace, City Clerk
   4200 Indian Bayou Trail
   Destin, Florida 32751

   The above address is a mailing and physical address. The proposals will be publicly opened at Destin City Hall and the names of the proposers responding to the RFP will be read aloud. Proposals will then be sent to the Bid Committee for evaluation and subsequent ranking for City Council decision. The City is under no obligation to return proposals.

3. Cost of the preparation and submittal of proposals is an operational cost of the proposer, and the City of Destin will not be responsible for any such costs incurred.

4. It is anticipated the Bid Committee recommendations shall be presented to the City Council for action. If requested finalists may be asked to make a five (5) minute presentation at this meeting.

5. The City reserves the right to waive any informality in or to reject any or all proposals or refrain from awarding a contract.

6. Non-conforming proposals will be considered non-responsive and rejected.

7. Submission of a proposal does not in any way commit the City to enter into an agreement with that proposer or any other proposer.

8. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by any proposer and submitted to the City as part of this RFP process, or otherwise, may be considered public information under applicable law.

F. Terms and Conditions:

1. All responses shall become the property of the City of Destin.

2. Proposals shall be prepared simply, providing straightforward responses to satisfy the requirements of this RFP.

3. Each firm shall examine all parts of this RFP and shall determine all matters relating to the interpretation of such documents. Only those firms that have received and responded to this RFP will be considered.

4. A response to this RFP does not constitute a bid; therefore, the City retains the right to contact any or all proposers after submittal to obtain supplemental information and/or clarification.

5. The City Council reserves the right to accept or reject any and all proposals received, to waive irregularities or technicalities, and to request re-submission or re-advertisement for all or any part of the RFP. The City Council shall be the sole judge of the proposal, resulting negotiated agreement that is in the City's best interest, and the City's decision shall be final.

6. Signatures of all persons signing shall be in ink in longhand. Affixing, in the margin immediately opposite the correction, the initials of the person signing the proposal, shall authenticate erasures or other corrections.

7. The proposer warrants by virtue of the proposal, terms and conditions quoted in this proposal will be firm for acceptance for a period of ninety (90) days from the date of the proposal opening, unless otherwise stated by the City or respondent.

8. The proposer hereby agrees to indemnify and save harmless the City from and against any and all liability, claims, demands, damages, fines, fees on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.

9. Prior to the RFP due date and time, a proposal may be withdrawn or corrected only upon proper identification being presented by the person who has signed the proposal. After the proposal due date and time, a proposer cannot withdraw or correct a proposal.

G. Request for Additional Information:

The proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain services. The City reserves the right to make investigations of the qualifications of the proposer or any of its agents, as it deems appropriate.

H. Questions and Addendum to Request for Proposals:

Questions or inquiries regarding this RFP shall be in written form only, preferably by e-mail. Questions/Inquiries may be mailed, e-mailed or sent by overnight courier with delivery to the City. All questions/inquiries must include contact person, address, facsimile number, and email address. Responses to questions will be provided to all prospective firms by e-mail. Questions should be submitted to:

Jamie Haynes
HR Director
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
Phone: (850) 837-4242 X1301
Fax: (850) 269-9890
e-mail:jhaynes@cityofdestin.com

I. Billings and Payments:

Payments are made to vendors on a weekly basis every Thursday for all invoices received and approved by noon on the prior Wednesday. The City will not pay any start up or other implementation costs until all required coverages/services have been bound/contracted.

J. No Collusion:

By offering submission to this RFP, the proposer certifies the proposer has not divulged to, discussed or compared the competitive proposal with other proposers or parties.

K. Public Entity Crimes:

Each proposal shall contain a completed Public Entity Crime Form (Appendix F) pursuant to Florida Statutes, Sections 287.132-133, providing that no public entity shall accept any bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

L. Improper Communication:

Between the time the RFP is issued and the City Council approves the selection of the Firm to perform services, contact concerning this RFP with other than with Human Resources Director, as defined in Section H, shall be cause for disqualification. All prospective submitters are hereby cautioned not to contact any City Council member or any member of the Selection Committee nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms.

APPENDIX A
CITY BACKGROUND INFORMATION

The City of Destin, Florida is located on the coast of the Gulf of Mexico, in Okaloosa County, approximately 162 miles West of Tallahassee and 48 miles East of Pensacola. The population of 14,000 citizens inhabits the 7.9 square miles of the City.

The Mayor and seven elected officials, along with a budgeted staff of 114 full-time and 29 part-time/part-time seasonal, join with 84 volunteer committee members and countless other volunteers to achieve organizational goals and objectives. The City's workforce consists of administrative, professional, recreation/parks and public services staff. Fire and water/sewer are separate entities. Police services are provided through a contract with the Okaloosa County Sheriff's Office. The normal workweek is 40 hours between the hours 6:00am – 5:00p.m.

The City provides health insurance benefits on a fully-insured basis to full-time employees. Other benefits include dental, vision, basic life, AD&D and hospital indemnity. The City presently funds 100% employee coverage. Dependents are funded at 66 2/3rds for health, dental and vision, hospital indemnity. Information about the City's current insurance coverages and carriers are outlined below.

Carriers, Lines & Covered Employees
(All Plans Expire: August 31, 2026)

Carrier	*Line*	*EE*	*EC*	*ES*	*FAM*	• *Total*
United Health Care	Health/High	44	5	11	8	68
United Health Care	Health/HSA	15	5	0	1	21
United Health Care	COBRA Health/PPO&HSA	0	0	0	0	0
United Health Care	Dental	53	11	19	11	94
United Health Care	Vision	52	11	16	12	91
United Health Care	Hospital Indemnity	67	5	14	9	95
United Health Care		***Short Term***		***Long Term***		
Allstate	Disability	96		96		
		Basic Term		***Volunteer***		***Dependent***
Allstate	Life	96		40		39

as of: June 2026

APPENDIX B
SCOPE OF SERVICES

Responsibilities of the agent-broker shall include, but not be limited to, the following; all or any of which the selected agent-broker may be asked to perform.

1. Negotiate all insurance renewal rates with current carriers and market group coverage to competing carriers.

2. Consult with City staff regarding the current benefit plan or alternate benefit plans.

3. Analyze the insurance needs of the City and provide written recommendations for changes where appropriate or dictated by changing market conditions.

4. Represent the City as requested in communications with all underwriters, claims adjusters, claimants, or other interested parties.

5. Provide a full range of services, including but not limited to risk exposures, risk identification, written analysis, and insurance placement, written recommendations, alternative service delivery mechanisms or other services as requested by the City or deemed necessary by the agent-broker.

6. Review each insurance policy, binder, certificate or other insuring document to ensure wording is complete, correct, and in compliance.

7. Be available to the City for consultation on a daily basis in performing obligations under this Agreement.

8. Advise the City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverages carried by or claims processing services provided to the City. This includes budget projections on future costs of benefits programs.

9. Assist with enrollment of newly hired employees, retirees, and COBRA members as well as terminations and changes for current employees; assist City staff with organizing open enrollments to include voluntary benefits plan enrollment, and employee education; and assist City staff in communicating benefit changes, including employee meeting presentations.

10. Agent-broker shall be knowledgeable of the Patient Protection and Affordable Care Act (PPACA) and associated laws of the health care reform legislation, and keep the City abreast of how the health reform will impact city.

11. Resolve billing problems and claims disputes of employee.

12. Design new programs or benefits. Upon the request of the City, the Agent shall provide expert assistance, and advice in the design of new benefits, and recommend new programs.

13. Work with carriers to obtain and provide utilization reports as available; analyze plan and market trends.

14. Other services as mutually agreed upon.

APPENDIX C
SCHEDULE OF FEES

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

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

APPENDIX C
Schedule of Fees RFP 04-HR

Proposal of:

Line of Business	Commission	Fee	Comments
Group Health Insurance			
Group Dental Insurance			
Group Vision Insurance			
Group Life Insurance			
Group Disability Insurance			
Hospital Indemnity			

Attach additional sheets in this format as needed.

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

APPENDIX D
CARRIER INFORMATION

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

APPENDXIX D
Carrier Information City of Destin (RFP 04-HR)

Proposal of:

Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
	Health			
	Health			
	Health			
	Health			
	Dental			
	Dental			
	Dental			
	Dental			
	Life			
	Life			
	Life			
	Life			
	Disability			
	Disability			
	Disability			
	Disability			
	Hospital Indem			
	Hospital Indem			
	Hospital Indem			

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

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____ DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

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

APPENDIX F
PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____

_____

2. This sworn statement is submitted _____whose business address is _____

_____

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

_____

3. My name is _____and my relationship to the entity named above is_____

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

(Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

_____

Notary Public

My Commission expires

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

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 26-04-HR
INSURANCE AGENT-BROKER OF RECORD

JUNE 23, 2026

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFP NO. 26-04-HR. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: Please provide the current broker/agent compensation structure for all active lines of coverage, including health, dental, vision, life, disability, hospital indemnity, COBRA-related services, and any voluntary benefits. Include any bonus, override, contingency, or other direct or indirect compensation paid to the broker/agent by each carrier or vendor for City of Destin.

Response: Schedule of Fees:
Group Health: 2.25%
Group Dental: 10%
Group Vision: 10%
Group Life: 10%
Group Disability: 10%
Hospital Indemnity: 15% .

Question: May respondents propose net-of-commission, flat-fee, commission, or no separate broker compensation?

Response Yes. Respondents may propose flat or variable fees, commissions, net-of-commission, or another transparent compensation arrangement. Full direct and indirect compensation disclosure is required.

Question Full market review for September 1, 2026 renewal or work with existing carriers first?

Response: The selected broker is expected to negotiate with current carriers and market coverage to competing carriers. Due to the compressed timeline, respondents should be prepared to work with current carriers while also identifying viable market alternatives.

Question: Current enrollment platform / benefits administration system?

Response: Employee Navigator is the benefits administration/enrollment platform.

Question: Are carrier file feeds and payroll integration in place? What payroll system is used?

Response: Employee Navigator supports carrier and payroll integrations. The city currently uses UKG as a payroll system.

Question: Does the City use COBRA, Section 125/FSA, ACA, or compliance vendors? Are these in scope?

Response The scope includes COBRA enrollment assistance and ACA/compliance support.

Question: Who covers the cost of the benefits administration system?

Response: Incumbent broker.

Question: Is there currently a wellness program in place? If so, is it through a third-party vendor or medical carrier?

Response: Yes, through the carrier.

Question: Tab 7(H) asks about monthly and annual paid claims and experience reports. Can the City confirm whether the current health plan is level-funded or self-funded

Response: The City's current health plan is fully insured.

Question: What benefits administration or HRIS system is the City currently using?

Response: Employee Navigator for benefits Administration and UKG for HRIS

Question: Does the City already have its September renewal in-house

Response: No. Renewal negotiations and marketing activities are expected to occur following broker selection.

Question: With a July 6 broker decision date and August open enrollment for a September 1 effective date, how quickly can the City provide an enrollment census?

Response: The City will make enrollment and census information available to the selected broker within 24 hours following award.

Question: Are any of the contracts multi-year (health, dental, vision, etc.)?

Response: Existing employee benefits coverages are renewed annually.

Question: How does the City run its current open enrollment and for how long?

Response: Open enrollment is conducted annually with support from the incumbent broker. The broker assists with employee communications, enrollment meetings, enrollment materials, and administration of enrollment activities. Open enrollment timing may vary based on renewal negotiations and carrier requirements-typically 2 pay periods prior to renewal date.

Question: Can the city provide an example of the insurance agent-broker services contract?

Response: Sample contract attached.

Question:
The bid opening date for 26-04-HR remains June 26, 2026 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

_____
Print Name

_____
Signature

_____
Date

CITY OF DESTIN AGENT-BROKER AGREEMENT

This Agent-Broker Agreement ("Agreement") dated July __, 2026, between ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

2.1 If Agent-Broker is an Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP _____ Request for Proposal (the "RFP). All provisions of the City's RFP, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:

2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.

2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.

2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.

2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.

2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.

2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the

placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.

2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least $1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of $500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.

2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.

2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.

2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.

2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 RESERVATION OF RIGHTS

4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.

4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.

5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.

5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.

5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Polices underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.

5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:

a. in response to a court order or valid subpoena; or

b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so.

5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT-BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, lwallace@cityofdestin.com. Specifically, the Agent-Broker must:

a. Upon request from the City's custodian of public records, provide the City 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 this FS Chapter 119 or as otherwise provided by law.

b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public

agency.

c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6 COMPENSATION

6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP, **Appendix C, Schedule of Fees**, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement shall commence and become effective upon _____, 2026 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.

8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent to: If

to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name:

Address:

City, State, ZIP:

Phone Number:

Fax Number:

Other Information:

Website (if applicable):

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:

8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;

8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;

8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;

8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;

8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;

8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same

8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;

8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, 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, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 **Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees or agents of the City for any purpose.**

9.10 Sovereign Immunity**.** Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this Agreement.

9.12 In any dispute, litigation, or appeal relating to this Agreement, each party shall be responsible, and solely liable for their own respective attorney's fees and costs.

10. **SERVICES NOT PROVIDED FOR**. No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.

11. **CONFLICT OF INTEREST**.

11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.

11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.

12. **JURY TRIAL WAIVER. AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.**

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By:_____
(City Representative)

Name: Larry Jones

Title: City Manager

Date: _____

By:_____
(Name of Agent-Broker or Agency)

Name: _____

Title: _____

Date: _____

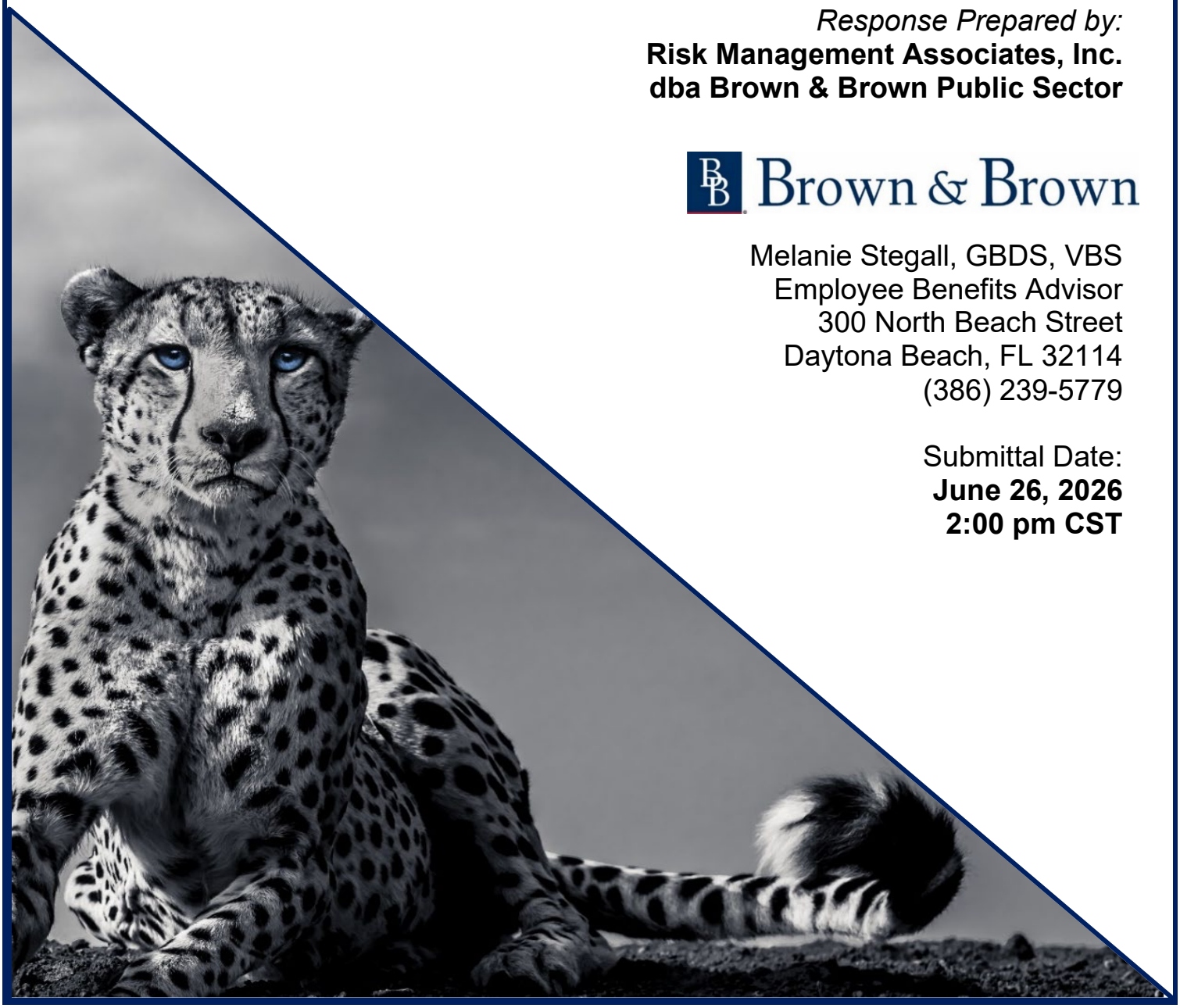
Legal Review:

_____
ROBERT E. LARKIN, III, Esq.
Labor Attorney

_____
Kimberly Kopp, Esq.
City Attorney

City of Destin

Request for Proposal #26-04-HR
Insurance Agent – Broker of Record
for Group Health, Dental, Vision Life and Disability



Response Prepared by:
Risk Management Associates, Inc.
dba Brown & Brown Public Sector

Brown & Brown

Melanie Stegall, GBDS, VBS
Employee Benefits Advisor
300 North Beach Street
Daytona Beach, FL 32114
(386) 239-5779

Submittal Date:
June 26, 2026
2:00 pm CST

CITY OF DESTIN

Request for Proposal #26-04-HR
Insurance Agent – Broker of Record
For Group Health, Dental, Vision, Life and Disability

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Letter of Transmittal

June 26, 2026

Attn: Lisa Wallace
City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32751

RE: RFP No. 26-04-HR – Insurance Agent – Broker of Record

Dear Ms. Wallace:

On behalf of Risk Management Associates, Inc., dba Brown & Brown Public Sector, we are pleased to submit our proposal to the City of Destin in response to RFP #26-04-HR for Insurance Agent/Broker of Record services covering Health, Dental, Vision, Life, and Disability benefits. We trust this response clearly demonstrates our understanding of the City's objectives and our ability to deliver professional, results-driven employee benefits consulting services.

Distinguishing Qualifications

Market Presence
Brown & Brown is the 5th largest insurance brokerage firm in the United States, representing more than $22 billion in annual premiums. Our scale provides significant leverage in carrier negotiations, market intelligence, and program design.

Public Sector Expertise – More than 30 Years of Service
We proudly serve more Florida public entities than any other broker, with a practice dedicated exclusively to the unique needs of governmental organizations throughout the state.

Florida-Based and Focused
Founded in 1939 in Daytona Beach, Brown & Brown remains proudly Florida-based. As the largest public sector insurance brokerage firm in the state, we operate more than 60 offices across Florida, providing localized expertise with statewide resources.

An Experienced, Specialized Team
Our team brings deep public sector experience and a comprehensive understanding of employee benefits programs ranging from small municipalities and special districts to large cities, counties, and school districts. We offer a strategic perspective and proven expertise in cost containment, plan optimization, and long-term sustainability.

Brown & Brown Public Sector is uniquely qualified to deliver the services outlined in this RFP. For more than three decades, we have partnered with Florida public entities to design, implement, and manage both fully insured and self-funded employee benefits programs. Our approach combines strategic consulting, data-driven decision-making, and proactive service delivery.

We equip our clients with the tools, resources, and guidance necessary to build and sustain successful employee benefits programs that balance employee needs with fiscal responsibility.

Our intent is to clearly convey Brown & Brown's commitment, expertise, and readiness to serve as the City's trusted partner in delivering the services outlined in this RFP. We have made every effort to provide a response that is both concise and comprehensive—fully addressing all requirements while demonstrating our clear understanding of the City's objectives and the measurable value we bring.

We appreciate the Selection Committee's time and thoughtful consideration of our proposal. Brown & Brown Public Sector would welcome the opportunity to partner with the City of Destin and is confident that our proven public sector experience, strategic approach, and proactive service model will strengthen and enhance the City's employee benefits program for years to come.

I, Matthew Montgomery, am authorized to negotiate and contractually obligate Brown & Brown. I can be reached at:

300 North Beach Street | Daytona Beach, FL 32114
Email: Matt.Montgomery@bbrown.com | Direct: (386) 239-7245

We are available at the request of the City to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Sincerely,

Matthew Montgomery
Executive Vice President

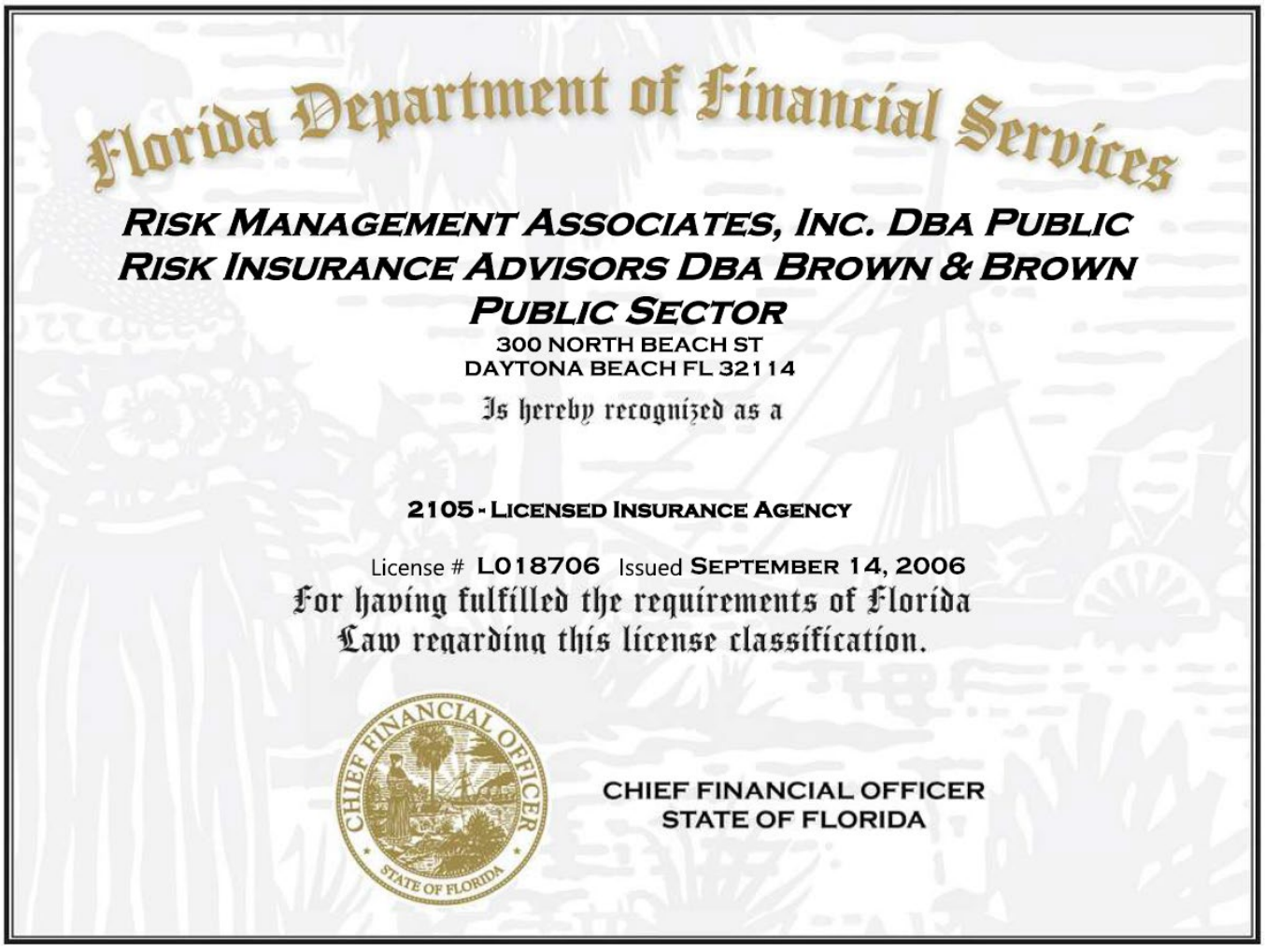
Mandatory Proposer Requirements

Mandatory Proposer Requirements

1. **The proposer must be willing and able to place business with all of the City's existing providers as outlined in Appendix A of this RFP. This does not mean the City intends to maintain its current carriers; but would if considered advantageous to the City. Additionally, business with other carriers in health, dental, vision, life and disability lines must be actively operating in the City's market and have viable preferred provider organizations (PPO) networks for health, dental and vision.**

Confirmed. Brown & Brown Public Sector is willing and able to place business with all of the City's existing providers as outlined in Appendix A of this RFP.

2. **The proposer must provide a copy of their State of Florida Insurance License.**



Florida Department of Financial Services

RISK MANAGEMENT ASSOCIATES, INC. DBA PUBLIC RISK INSURANCE ADVISORS DBA BROWN & BROWN PUBLIC SECTOR
300 NORTH BEACH ST
DAYTONA BEACH FL 32114

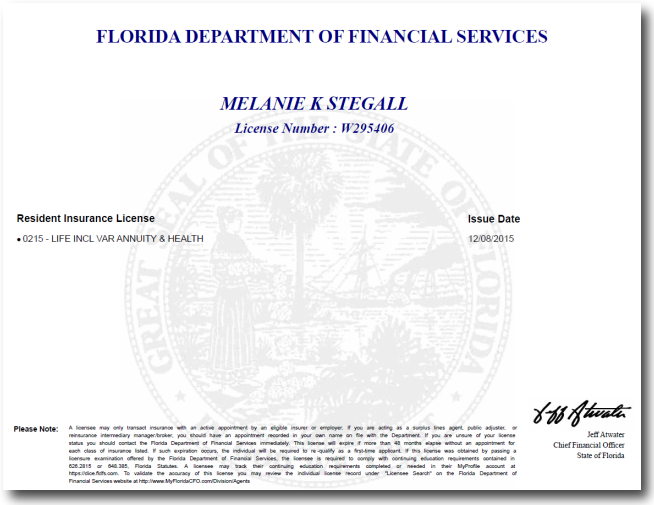
Is hereby recognized as a

2105 - LICENSED INSURANCE AGENCY

License # L018706 Issued SEPTEMBER 14, 2006
For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

3. The proposer and all staff assigned to the City's account shall possess and keep in force all licenses and permits required to perform the services of this Agreement.



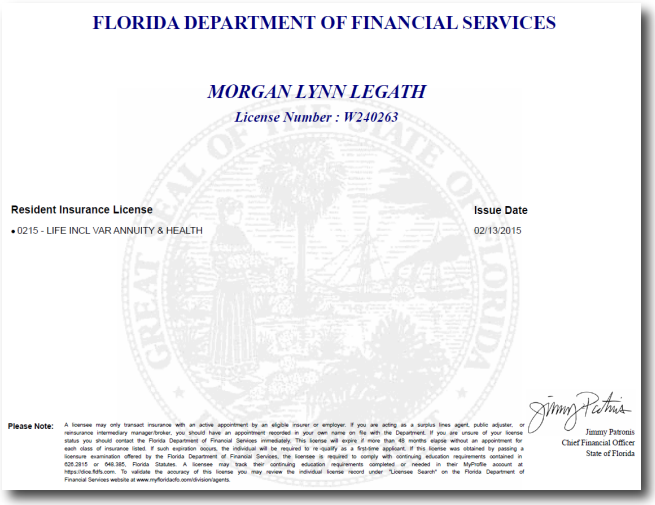
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MELANIE K STEGALL
License Number : W295406

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	12/08/2015

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

Jeff Atwater
Chief Financial Officer
State of Florida



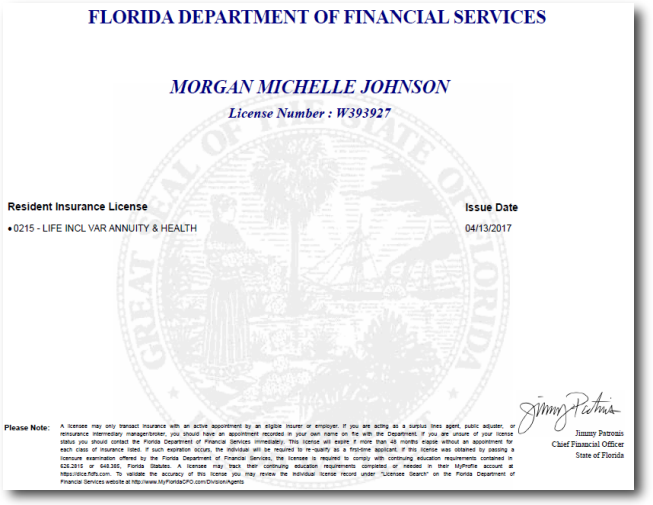
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MORGAN LYNN LEGATH
License Number : W240263

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	02/13/2015

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

Jimmy Patronis
Chief Financial Officer
State of Florida



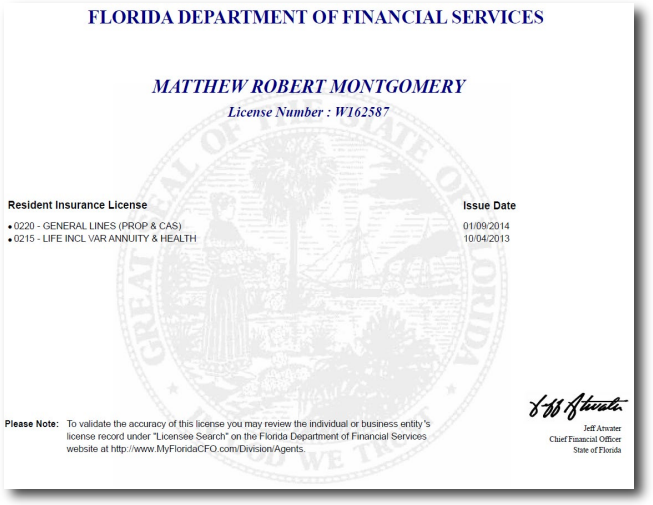
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MORGAN MICHELLE JOHNSON
License Number : W393927

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	04/13/2017

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

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MATTHEW ROBERT MONTGOMERY
License Number : W162587

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/09/2014
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	10/04/2013

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

Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ASHLEY DIAZ
License Number : W312308

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	03/14/2016

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

Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

AMY KATHLEEN CANNON
License Number : W503442

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	08/02/2018

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

Chief Financial Officer
State of Florida

*Any additional licenses are available upon request. Those shown here will be directly responsible for working with the City.

4. **The proposer or any key staff must not have been convicted of a Public Entity Crime. A notarized statement is required (see Appendix F).**

   Confirmed. Please see Tab 8: Appendix F.

5. **The proposer must be HIPAA compliant and have trained employees on the requirements of the law.**

   Confirmed. Our team is fully HIPAA compliant and trained in all requirements.

6. **Describe training, experience and/or certifications obtained with respect to the Patient Protection and Affordable Care Act (PPACA), Affordable Care Act (ACA) and Health Care Reform.**

   As detailed in Tab 2: *Qualifications and Experience of Staff*, our team is highly trained and well-versed in these areas, as well as a broad range of additional healthcare and compliance disciplines. We place strong emphasis on continuous professional development, with team members regularly completing continuing education courses and actively participating in webinars, seminars, and industry conferences. This ongoing engagement ensures we remain current with evolving regulatory, legislative, and industry requirements, allowing us to provide informed, compliant, and forward-thinking guidance to our clients.

7. **Provide a sample of a proposed contract for your firm's services. The general terms and conditions provided in this RFP will be integrated within your proposed contract. Do not include any "evergreen" renewal clauses. Include City indemnification and insurance coverage (general, employers & professional liability, workers' compensation and auto) clauses.**

   Brown & Brown does not require the execution of a proprietary agreement. We confirm our willingness to review the sample contract provided in Addendum 1 and to engage in good faith discussions toward execution should we be selected as the City's Broker of Record.

   For purposes of this RFP, we have also included a copy of our standard service agreement for reference. Please see Tab 8: Appendix G for our Sample Contract, which remains subject to final negotiation and legal review.

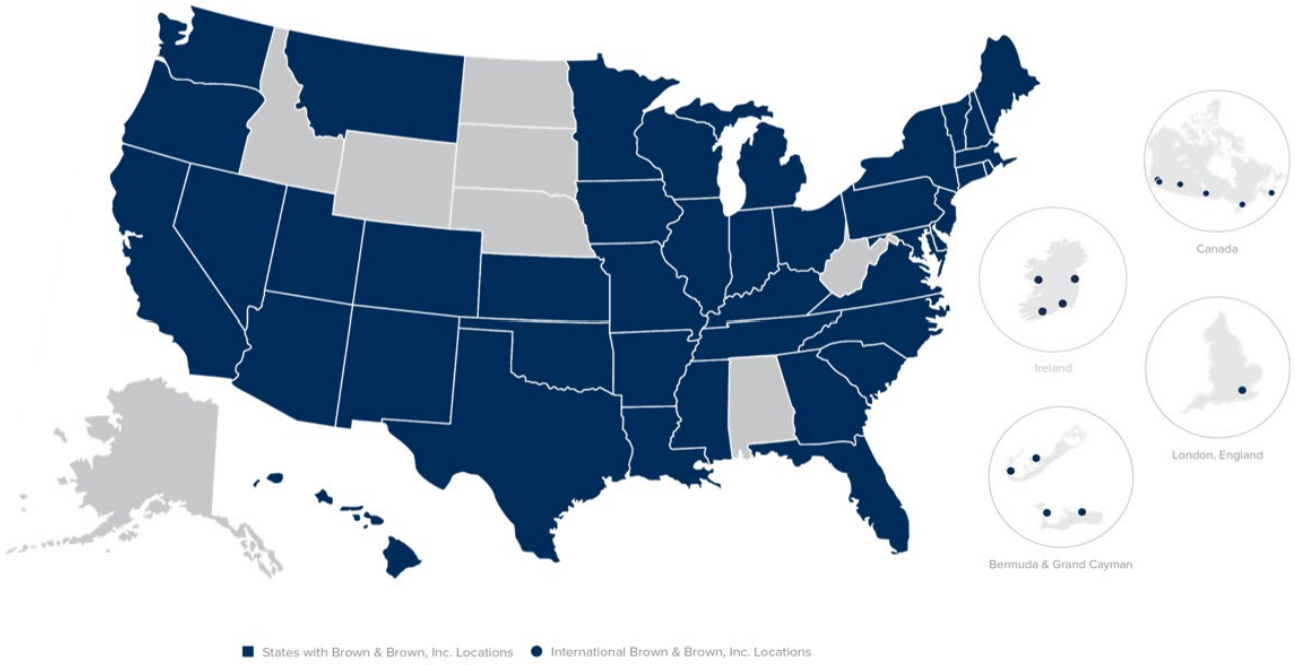
Brown & Brown

Tab 1
Qualifications and Experience of Firm

Tab 1: Qualifications and Experience of Firm

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

Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 87 years. With over 26,000 teammates and over 700 offices in 42 states, Bermuda, London, and Ireland, Brown & Brown and its subsidiaries offer a broad range of insurance and reinsurance products and services to business, public entity, individual, trade and professional association clients nationwide. Brown & Brown is a publicly traded company on the New York Stock Exchange under the stock symbol (BRO).



From the beginning, Brown & Brown has always focused on building meaningful relationships with our clients and with our communities, based on trust and service. Our core philosophy is: ***Always do what's best for our clients***. It is our goal to exceed clients' expectations while maintaining the highest professional and ethical standards.

Brown & Brown is “Built to Last” and its decentralized structure allows its offices to be proactive and to quickly react to changes according to local environments without waiting for bureaucratic approval. An important by-product of Brown & Brown’s decentralized structure is that it serves to improve the quality of customer service. Each office is able to tailor its operations to fit the needs of its clients. However, we have national alignment as well. We have senior leadership dedicated solely to employee benefits, as well as a National Benefits Committee to share ideas and shape our employee benefits priorities and policies. The senior leaders and Benefits Committee sit on advisory boards of the insurance carriers and routinely meet with the insurance carriers’ senior leadership teams, perform RFPs for all benefits related products and services, and are held responsible for the successful implementation of new initiatives and products.

Culture: “The People Recruiting & Enhancing Business”

Ask anyone at Brown & Brown the secret to the Company’s eight decades of success, and they will give one answer: CULTURE. We have a deeply rooted culture that is built on honesty, integrity, innovation, superior capabilities, discipline, and a commitment to always doing what is best for our customers, teammates, and communities. Strive to do better than others and hire only those who can surpass you. Be bold but be sure you are willing to deal with the consequences. If something seems easy, it is probably wrong.

Our drive to be the best has made Brown & Brown one of the largest and most respected independent insurance intermediaries in the nation, with more than 87 years of continuous service. We believe that maintaining client loyalty requires hiring people of the highest quality. This commitment remains strong as we continually increase our budget to bring in new quality people and invest heavily in each teammate’s training. This training begins at hire and continues throughout teammates' careers, many of which last over 30 years with the company. Each person is encouraged to further their education, and all job-related designations are paid for by Brown & Brown. We understand that by investing in our most valuable asset, our people, we are consistently ahead of our competition.

Public Sector Expertise

Brown & Brown wrote its first public entity client in 1960 when our now Chairman, Hyatt Brown wrote the local school board. Over the next several decades we were one of the few brokers that specialized in public sector business which allowed us to develop a keen understanding of the nuances of public entities and how to best service them as our clients. Since that time, our Daytona Beach office alone has grown to include more than 230 public entities ranging from small special districts and cities to large school districts and counties.

The team assigned to the City is led by Melanie Stegall who has built her 11-year career working with Florida's public entities to enhance and manage their employee benefits programs. She has significant experience with fully insured and self-funded health plans. As our references will attest, we strive to provide excellent service throughout the year and to partner with our clients to manage their employee benefits programs while consistently bringing innovative solutions.

Dedicated, Public Sector Team and Powerful Solutions

As a top five broker, we use our size to benefit our customers through market leverage, scalability, and expansive resources. Our national resources are available to support critical items such as regulation changes, pharmacy, leave management, clinical assessments, benefits administration, and much more.

We layer our national resources with a dedicated, public sector team. This team delivers a high-touch experience for day-to-day support and long-term strategic planning. This gives you the benefits of the size of a national brokerage without losing the personal, swift support that comes from a dedicated, public sector specific team.

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

Below is a comprehensive list of carrier and vendor partners that our team utilizes. However, if there is a carrier or vendor the City wishes to utilize, our team is happy to go through the necessary channels to work with them and ensure the best possible client experience.

Medical	Aetna AvMed Florida Blue (all affiliates)	Capital Health Plans Cigna Florida Health Care Plans	Neighborhood Health Partnership United Healthcare
Alternate Funding / Other	Benecon / FGHS Consortium ClaimDoc Curative Innovative Health Plan	Innovative Workplace Benefits National General Life Ownership Rewards Pareto Health Captive	Roundstone Captive Ryan Specialty Benefits Trustmark Wellnet
ASO & TPA	Aetna / Meritain Ameraplan Allied America's Choice	BCBS of SC (TPA) Cigna Continental Benefits Coresource	Maestro Health Mayo Clinic Nova Health UHC/UMR
Stop Loss	AIG Berkshire Hathaway Everest Re Guardian Life & Health	HCC Life HM Insurance TMS (Munich) Re SunLife Financial	Swiss Re Symetra Voya Financial Zurich
Pharmacy Benefit Management	Axia Strategies CVS Caremark Coretrust	Evergreen Rx Express Scripts, Inc. Optum Rx	Pillar Rx RxBenefits SmithRx WellDyne Rx
National Preferred Ancillary & Worksite	Aetna* Aflac* AIG* Allstate Financial* Ameritas Axa Financial* Cigna* Colonial Life* Delta Dental EyeMed	Florida Combined Life Guardian Life & Health* Hartford Life* Humana* Lincoln Financial* Madison National (Securian) Metropolitan Life* Minnesota Life (Securian) Mutual of Omaha* Principal Financial*	Securian Financial (Ochs/MN life) Standard Insurance* SunLife Financial (Assurant)* Superior Vision TransAmerica* Unum Insurance* United Healthcare Vision Service Plan (VSP)
COBRA,FSA, HSA, HRA	EBC Flex BASIC Clarity Financial Health Equity	HSA Bank Infinisource MedCom Optum Bank	PNC Bank ProBenefits TASC
Technology/Engagement	ADP Workforce Now BenefitHub bswift	Employee Navigator HRAlly Jellyvision	PlanSource Strive
Wellbeing	Abacus Health Solutions Abenity Better You (FL Blue) Cancer Expert Now Color DetecTogether Galleri by Grail	Genomic Life Health Advocate Health Designs Hinge Navigate Omada Teledoc Health Tria Health	Selfhelpworks Sword UHC Healthy Rewards US Wellness Virgin Pulse Vitality Wellable Wellright
EAP	Aetna Resources for Living Bree Health Curalinc	Lyra New Directions Spring Health	***Ancillary Carriers marked with "*" also offer EAP services***

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

Compliance and Regulatory Expertise

Brown & Brown Public Sector provides the City of Destin with access to a deep bench of compliance and regulatory resources to support the administration of employee benefit programs. Our team is well-versed in the complex and evolving requirements associated with COBRA, HIPAA, Section 125 (Cafeteria Plans), High-Deductible Health Plans (HDHPs) paired with Health Savings Accounts (HSAs), and the Affordable Care Act (ACA).

We deliver this expertise through a combination of dedicated compliance specialists, internal subject matter experts, and national resources, ensuring the City receives accurate, timely, and practical guidance.

Key Resources and Capabilities Include:

- **Dedicated Compliance Team**
  Access to Brown & Brown's compliance professionals who monitor legislative and regulatory developments and provide guidance specific to public sector employers.
- **COBRA Administration and Oversight**
  Guidance on COBRA eligibility, notification requirements, timelines, and coordination with third-party administrators to ensure compliance and minimize risk.
- **HIPAA Privacy and Security Support**
  Assistance with privacy practices, plan documentation, and employee communication to ensure compliance with HIPAA regulations, including handling of protected health information (PHI).
- **Section 125 and Cafeteria Plan Expertise**
  Support with plan design, eligibility, qualifying life event rules, nondiscrimination testing, and required documentation to maintain IRS compliance.
- **HDHP/HSA Compliance Guidance**
  Consultation on plan design requirements, contribution limits, eligibility rules, and employee education to ensure proper utilization and compliance with IRS guidelines.
- **Affordable Care Act (ACA) Compliance**
  Ongoing support with ACA reporting (Forms 1094/1095), measurement and stability periods, affordability testing, and employer mandate requirements.
- **Benchmarking and Best Practices**
  Insights into how similar public sector entities structure and manage compliance-related components of their benefits programs.
- **Training and Education**
  Regular compliance updates, webinars, and training sessions for City staff to ensure awareness of regulatory changes and responsibilities.
- **Compliance Alerts and Tools**
  Access to timely legislative updates, compliance calendars, notices, and model documents to support day-to-day administration.

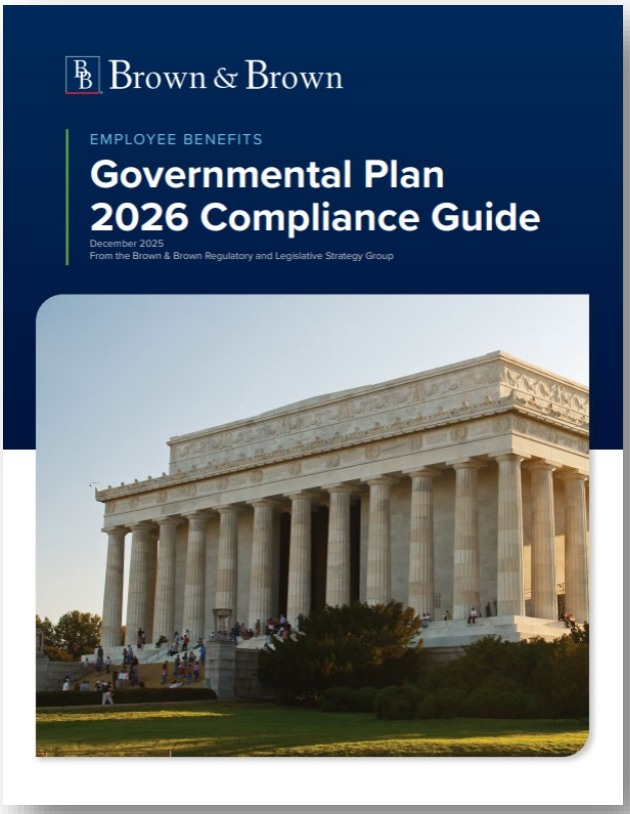
Through these comprehensive resources, Brown & Brown ensures the City of Destin remains compliant with all applicable regulations while reducing administrative burden and mitigating potential risk. Our proactive approach allows the City to confidently navigate an increasingly complex regulatory environment.

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

Regulatory & Compliance

Brown & Brown's robust compliance resources enable us to proactively keep the City of Destin informed of regulatory developments impacting employee benefits. As compliance has become increasingly complex—particularly following the implementation of the Affordable Care Act—our clients rely on us to provide clear guidance and support across DOL, HIPAA, and GINA requirements.

We are committed to delivering timely, accurate, and actionable compliance support. This includes prompt communication of regulatory updates in a concise manner that directly addresses the City's questions and operational needs. In the event of a known or suspected breach involving protected information, Brown & Brown will notify the City as quickly as appropriate, ideally within 24 hours.



A key component of our approach is access to Brown & Brown's dedicated Regulatory & Compliance Services Team. This group, comprised of experienced attorneys, works collaboratively with our consultants to simplify complex requirements and deliver practical, real-world guidance.

We recognize that providing timely and reliable compliance information is critical to effectively supporting the City's benefits program. Our continued investment in compliance resources ensures the City of Destin can confidently navigate an evolving regulatory environment while maintaining efficient and effective plan operations.

Employment Practices Legal Support Resource (Foley & Foley) – HR Resource

Brown & Brown Public Sector offers clients access to complimentary employment practices and legal resources through our national partnership with Foley & Foley. This service provides direct access to experienced employment counsel for guidance on a wide range of employment-related legal questions.

The Employment Counsel On-Call service operates under an attorney–client privileged relationship between the client and Foley & Foley for all matters addressed through the program. It is particularly well-suited for non-ERISA and tax law–related employment issues, offering timely legal insight to support informed decision-making.

This resource is provided at no cost to clients and is simple to access. To enroll, clients complete a brief onboarding process through the Employment Counsel On-Call Triage Service Portal, allowing prompt utilization of the service as needs arise.

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Human Capital Risk Management – Employment Counsel On-Call Triage Service

HR-Related Risk Has Never Been Greater. Protecting your business and reducing your exposure and risk is our end game. We get it! The regulations that govern today's workplace are extensive and expanding. Compliance obligations are burdensome and the corresponding liability and exposure for employers is extraordinary. We know that your internal teams do not have the resources to keep pace with the volume and magnitude of these compliance obligations. We get it – our Employment Counsel On-Call Triage Service will provide your organization with the HR-related risk management protections your organization needs at no cost due to the referral arrangement our law firm has with Brown & Brown.

Employment Counsel On-Call Triage Service at no cost:

- Your team will have telephone and email access to our legal team at Foley & Foley, PC to ensure that the best possible decisions are made when issues present.
- The Foley & Foley team of lawyers will answer your questions with practical advice and business-focused legal opinions – **and there is no cap on utilization!**
- The lawyers at Foley & Foley, PC decipher the complexities of HR-Related Risk and employment law compliance that you experience every day, so that your team can focus on your priorities – the people in your organization, your mission driven work and your bottom-line.
- Imagine the power of immediate access to experienced employment lawyers providing legal opinions that are caveat-free and fully indemnified? This is the key to HR-related risk management and is exactly how we have structured this innovative service: to minimize your risk when you need it.
- Under our Employment Counsel On-Call Triage Service, Foley & Foley, PC will establish an Attorney/Client Relationship with your organization with the core On-Call Service, which means all questions and answers are protected.

Foley & Foley, PC has well over a century of combined experience practicing labor and employment law and representing employers of all sizes. We draw from national law firm experience, and the unique perspective of having served as both outside and In-House Employment Counsel, enabling us to provide innovative, and practical advice. Our lawyers are admitted or soon will be admitted in more than 38 jurisdictions and are familiar with the employment laws in all 50 states. In addition to the core Employment Counsel On-Call Triage Service provided compliments of Brown & Brown, your team will have access to a full suite of discounted Employment Law Compliance and HR-Related Risk Management Fixed Fee Services that you can purchase directly from the firm.

THE HR COMPLIANCE LANDSCAPE IS COMPLEX AND WILL GROW EVEN MORE CHALLENGING IN THE YEARS TO COME

FOLEY & FOLEY P.C.
ATTORNEYS AT LAW

A few examples of legal concerns that we address under the Employment Counsel On-Call Triage Service:

- Our organization plans on terminating an employee, and we would like your opinion and recommendations.
- Harassment is in the news, and employees are watching. Are you taking the right steps to address the tremendous risk facing all employers?
- The DOL and IRS are actively auditing. Are you in compliance with state and federal independent contractor laws?
- The intersection of the FMLA, the ADA, workers' compensation and state laws are complex.
- Did you know that your workplace is governed by the Federal Trade Commission and the National Labor Relations Act?
- Are you familiar with the interactive accommodation process and undue hardship analysis?
- Federal contractors beware – OFCCP recently hired 213 new employees. Is your AAP up to date? Are you conducting your underutilization analysis accurately? Are you prepared to address the significant new compliance obligations that take effect next year?
- Have you taken steps to address exposure related to social media and electronic communications?
- Are you prepared for Employment lawsuits? They have risen 400% over the last 20 years with the average compensatory award in federal employment cases now exceeding $500,000. These numbers are expected to double in the next decade.

How We Can Help – A Sample of Workplace Regulations the On-Call Service Will Cover:

Federal Law:

- ADA
- FMLA
- OSHA
- USERRA
- BFOQ
- ADEA
- EEOC
- FLSA
- NLRA
- COBRA
- GINA
- WARNA
- HIPAA
- OWBPA
- FEPA
- FCRA
- DFWA
- CAFA
- TITLE VII

State Law:

- Discrimination in Employment
- Minimum Wage and Overtime
- Proper Pay Deductions
- Statutory Leave Laws
- Independent Contractor or Employee
- Medical Marijuana
- Limitations on Non-Competition and Non-Solicitation Agreements
- Attorney General's Office Investigations
- Employment of Minors
- Meal and Rest Breaks
- Vacation Pay
- Wage Discrimination
- Concealed Firearms
- Drug Testing
- Time Recording and Wage Payment Obligations
- Sexual Harassment
- Eligible for Workers' Compensation
- Eligible for Unemployment Benefits

We staff the dedicated toll-free phone line from 9:00 a.m. to 5:00 p.m. EST; and check emails around the clock. Any telephone or email message that you identify as urgent will be responded to within an hour and all others will be responded to within 24 hours. We have a dedicated toll-free phone number, 1-844-204-0505, and a dedicated email address, questions@foleylawpractice.com, for our Employment Counsel On-Call Triage Service.

There are no caps on utilization!

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

Brown & Brown Public Sector confirms there are no impending changes to our organization that would impact the delivery of services.

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

Brown & Brown utilizes a structured, data-driven approach to measuring service quality, ensuring consistent delivery, accountability, and continuous improvement across all aspects of client support. Our performance measurement framework is designed to evaluate not only responsiveness and accuracy, but also the overall effectiveness and impact of our services on the City's operational efficiency, employee experience, and benefit program outcomes.

We combine quantitative performance indicators with qualitative feedback to provide a comprehensive view of service delivery. This balanced approach allows us to identify trends, proactively address potential issues, and continuously refine our processes to better meet the City of Destin's evolving needs.

Key performance indicators focus on responsiveness, engagement, operational execution, compliance support, and overall client satisfaction, ensuring that every aspect of our service model is consistently monitored and aligned with the City's expectations for excellence.

Key performance indicators include, but are not limited to:

- Response and resolution times for client and employee inquiries
- Open enrollment performance, including participation and accuracy
- Employee engagement, such as meeting attendance and ongoing communication
- Carrier/vendor performance, including service and issue resolution
- Service issue tracking, identifying trends and recurring concerns
- Project timeliness for renewals, reporting, and deliverables
- Client feedback and satisfaction
- Compliance execution, including timely completion of required filings and notices

These metrics enable continuous monitoring, accountability, and ongoing service improvement.

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

Brown & Brown Public Sector serves a diverse range of governmental entities, including municipalities, counties, and special districts, with varying employee populations and benefit program complexities. Based on our experience with similar public entities, the City's program aligns well in scope and complexity with many of our core clients. The City's account would be considered a high-priority client within our public sector portfolio, both in size and strategic importance.

We intentionally manage our book of business to ensure each client—regardless of size—receives dedicated attention, proactive service, and access to the full breadth of our resources. The City's account would benefit from a service model consistent with our larger public sector clients, including senior-level oversight, dedicated account management, and direct access to subject matter experts in compliance, analytics, population health, and vendor management.

Importantly, we do not take a one-size-fits-all approach. Even among clients of comparable size, we tailor our service strategy to reflect each entity's goals, workforce needs, and operational priorities. As such, the City would receive a highly customized engagement approach commensurate with its size, complexity, and expectations, ensuring a level of service equal to or exceeding that of our similarly situated clients.

For comparison purposes, Melanie Stegall's current book of business includes 9 public sector employers of similar size and scope.

25-100 lives: 10 clients
100-300 lives: 9 clients
300-500 lives: 2 clients
500+ lives: 2 clients

Brown & Brown

Tab 2

Qualifications and Experience of Staff

Tab 2: Qualifications and Experience of Staff

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

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

Melanie Stegall, GBDS, VBS
Employee Benefits Consultant
Phone: (386) 239-5779 | Email: Melanie.Stegall@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Melanie Stegall will serve as the employee benefits advisor and consultant assigned as the day-to-day contact for the City of Destin. She will lead all projects, strategy, and deliverables.

She began working at Brown & Brown in 2015 and focuses solely on the public sector employee benefits segment. She consistently focuses on long-term cost containment strategies, compliance managing her clients' insurance costs over the long term. She is a very hands-on and proactive consultant and works closely with her clients to establish strategies and initiatives to enhance their benefits programs.

Past projects include:

- Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, group Medicare plans, and voluntary benefits)
- Managing RFP process for public sector clients for all lines of coverage for fully insured and self-funded clients
- Onsite clinic consulting to include RFP process, vendor selection, implementation and ongoing coordination between clinic vendor and health plan
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Commissions, and Councils
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals.
- Coordination with actuary to assist with 112.08, RDS, GASB, and OPEB filings for self-funded public entity clients, when necessary
- Compliance oversight for all clients
- Wellness program design, implementation, and ongoing initiatives
- Transitioning multiple clients from fully insured to self-funded health plans.
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry.
- Healthcare concierge vendor selection and implementation

- Commitment to the highest level of service to both HR and leadership teams as well as their employees

Melanie earned her bachelor's degree in business management from Kansas State University. She holds such designations as Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS). Ms. Stegall also holds her State of Florida 2-15 License for Life, Health and Variable Annuities.

Morgan Legath, MBA/CEBS/GBDS/VBS
Senior Employee Benefits Specialist
Phone: (386) 239-4067 | Email: Morgan.Legath@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Ms. Legath will continue to serve as the City of Destin's dedicated Employee Benefits Specialist and will act as the primary, day-to-day point of contact for all service-related inquiries and issues. Her responsibilities include, but are not limited to, billing inquiries, claims resolution, eligibility management, and support for current benefit questions.

In addition, Ms. Legath will assist the City with the planning and execution of open enrollment and new hire meetings, health and wellness fairs, and other wellness initiatives designed to support employee engagement and benefit education.

Ms. Legath earned her Master of Business Administration in Risk Management and Insurance from Florida State University. She holds the Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) professional designations, as well as the Florida 2-15 Life, Health, and Variable Annuities license.

Amy Cannon
Service Leader & Compliance Liaison
Phone: (386) 944-5803 | Email: Amy.Cannon@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Amy is the Employee Benefits Service Team Leader at Brown & Brown, where she has been a valued member of the organization since 2018. In her role, Amy not only leads and supports the service team but also manages her own book of business, serving clients directly as a dedicated Client Care Advocate. Known for her attention to detail and responsiveness, Amy delivers consistent, high-quality service while building strong, trusted relationships with her clients. She also works closely with the national Regulatory and Legislative team to stay informed on evolving industry requirements, ensuring clients receive accurate, compliant, and up-to-date guidance. Amy's commitment to excellence, combined with her hands-on approach and deep industry knowledge, makes her a reliable partner to both her clients and colleagues alike.

Morgan Johnson, GBDS, VBS
Senior Marketing Analyst
Phone: (386) 239-8866 | Email: Morgan.Johnson@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Morgan Johnson will serve as the City of Destin's dedicated Marketing Analyst. She has advanced knowledge of health insurance markets, products and identifying qualified products and appropriate carrier opportunities to improve benefits programs and manage costs. She is responsible for initiating all marketing services and approaching all markets, as appropriate, on behalf of all clients and prospects. She consistently conducts a full market search for all lines of insurance currently in place for a client, as well as any new lines of coverage requested or required due to risk exposures. She regularly tracks carrier financial status and communicates with Ms. Stegall and Ms. Hochmuth, ensuring clients are notified in advance of any negative change in status. Morgan has over 8 years of Employee Benefits experience.

Morgan earned her Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) designations. She holds her State of Florida 2-15 Life, Health and Variable Annuities license.

Past projects include:

- Prepare RFP for benefit coverages, gather the required information to send to carriers.
- Release bid to all carriers with detailed information on requirements, answer all questions that may follow.
- Review and analyze bids when they come in and prepare formal proposals for presentation.
- Negotiate with carriers.
- Notify carriers of final decision, order benefit summaries, applications, certificates, and policies.
- Term letter to prior carrier(s)
- Review certificates and policies to be sure they are accurate to sold benefits.
- Meet with carriers throughout the year to stay up to date with plans, trends, and continued training.
- Benchmarking the benefits program offered by local entities of similar size and scope.

Matthew Montgomery
Executive Vice President
Phone: (386) 239-7245 | Email: Matt.Montgomery@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Matt Montgomery leads the Brown & Brown Public Sector team with almost 20 years of experience in Federal and State Government and more than a decade representing Florida Local Government Property, Casualty and Employee Benefits Programs.

Matt is particularly adept at aiding clients with presentations to executive staff and elected officials in order to achieve programmatic objectives around budget, plan administration, long term vision, and industry trends.

As part of Mr. Montgomery's duties as EVP of Brown & Brown Public Sector, Matt is ultimately responsible for the entire team of professionals, and the service standards and deliverables provided to our governmental clients. His philosophy is to build successful teams, procedures and results around two main themes: **Accountability and Communication**.

Mr. Montgomery earned his bachelor's degree in philosophy from Florida State University. He holds his Florida 2-15 Life, Health and Variable Annuities as well as 2-20 General Lines Agents license.

Additional Support

Danielle (Dani) Hochmuth, GBDS, VBS
Employee Benefits Specialist
Phone: (386) 333-6089 | Email: Danielle.Hochmuth@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Danielle Hochmuth will serve as additional support for the City of Destin. She will provide back-up day-to-day service in the event of Ms. Legath's absence. She will assist with servicing benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, retirees and COBRA participants.

Danielle earned her bachelor's degree in business management from East Stroudsburg University. She holds such designations as Group Benefits Disability Specialist (GBDS), Voluntary Benefits Specialist (VBS). Ms. Hochmuth also holds her State of Florida 2-15 License for Life, Health and Variable Annuities.

Cyndi Hansen, GBDS, VBS
Employee Benefits Specialist
Phone: (386) 333-6044 | Email: Cyndi.Hansen@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Ms. Hansen will serve as an additional backup service contact. Her duties include all service-related inquiries or issues such as billing, claims resolution, eligibility, and all other benefit related questions. Cyndi will assist the City in facilitating any open enrollment or new hire meetings, health and wellness fairs and wellness programs, at City's direction. Cyndi has 19 years of Human Resources and Employee Benefits experience. Her expertise in this area has made her an invaluable asset to our team and our clients.

Cyndi earned her bachelor's degree from the University of California, Santa Barbara. She holds such designations as Group Benefits Disability Specialist (GBDS), Voluntary Benefits Specialist (VBS) and Society for Human Resources Management (SHRM). Ms. Hansen also holds her State of Florida 2-15 License for Life, Health, and Variable Annuities.

Ashley Diaz
Population Health Consultant
Phone: (386) 868-0191 | Email: Ashley.Diaz@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Ashley Diaz is a member of Brown & Brown's National Population Health team. She brings more than 10 years of experience consulting in workforce wellness, health, and productivity in the middle-market. Ashley has worked with employers in every major industry with workforces ranging from 100 to 10,000 employees. Ashley is certified through the Wellness Council of America (WELCOA) and holds her 2-15 Life, Health, and Annuity License. She earned a B.A. in Communication and Media Studies from Stetson University.

Areas of Expertise Include:

- Assessing current insurance programs, wellness programs, and engagement strategies
- Analyzing claims to identify specific cost and productivity drivers
- Determining the estimated cost of unmanaged emotional and behavioral health issues
- Developing a 3-year custom roadmap with recommendations tailored to the City's unique needs
- Developing an engagement strategy including communication and incentive programs
- Creating a performance dashboard and establishing annual review metrics for vendors and programs we put in place with the City.

Kyle Stoekel, ARM-P, CIC, CRM
Public Risk Advisor

Kyle Stoekel currently serves as the Public Risk Advisor for the City of Destin's Property & Casualty program. He is responsible for analyzing and designing the insurance program, marketing, negotiating with insurers and other service providers. Kyle has 12 years of government experience including managing Public Entity programs and providing high level risk management and insurance expertise. His experience includes leading service and marketing teams, data analytics, stewardship reporting, and providing contract review & recommendations. Kyle has experience leading, negotiating, and placing Public Entity property programs ranging from $500M to $2B in TIV.

Kyle holds a Bachelor of Science degree from the University of Florida and has earned three industry-specific, professional designations. Kyle is also involved in business and client interests via industry organizations, including PRIMA, FCCMA, FPHRA, FLC and RIMS.

Melanie Stegall, GBDS, VBS
Employee Benefits Advisor

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
November 2015 to present. Employee Benefits Advisor
Responsibilities include direct consulting with clients to identify, analyze, develop and design employee benefit programs for Municipalities and Special Districts. Professional client services include claim reports, benchmarking, compliance updates, Affordable Care Act employer compliance and employee education, marketing benefits, insurance carrier negotiations and contract review. Effective and efficient communication methods for elected board presentations, committee meeting participation, and union negotiations.

PNC Bank
June 2006 – November 2015 Branch Manager
Responsibilities include small business development including, but not limited to, consulting with clients on their business's financial standing, analyzing current accounts and financial programs currently being used and recommending enhancements or opportunities to save on cost and increase cash flow. Managed a team of 7 to work as a team to work efficiently and effectively meet and exceed branch goals as well as client expectations.

EDUCATION

Kansas State University, BS Degree, Business Administration
Group Benefits Disability Specialist (GBDS)
Voluntary Benefits Specialist (VBS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

PROFESSIONAL AFFILIATIONS

VLOC-Volusia League of Cities
RLOC-Ridge League of Cities
FASD-Florida Association of Special District

Morgan Legath, MBA, CEBS, GBDS, VBS
Senior Employee Benefits Specialist

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
December 2014 – Present, Senior Employee Benefits Specialist
Responsibilities include working with public entity benefit clients. This includes the day-to-day service of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Account Executives.

Daytona State College, School of Applied Business
June 2011 – July 2014, Coordinator
Academic assistance and support. Monitor student progress and refer to student support services as needed for early intervention to ensure retention. Assist in development and implementation of individualized employability plans. Data entry, including graduation application check-downs and approvals. Process incoming and outgoing phone calls and emails. Utilize the following: Microsoft Word, Excel, and Outlook.

Daytona State College, Office of Admissions
September 2006 – June 2011, Sr. Staff Assistant
Office support and multi-line phone system. Planning and support services for recruitment events and college tours. Prepare and maintain master recruitment travel schedule. Prepare departmental forms, procedure manuals, meeting notes and flow charts utilizing Microsoft Word and Excel. Departmental leave designee.

EDUCATION

Florida State University, MBA degree, Risk Management & Insurance Specialization
Daytona State College, Daytona Beach, FL
Group Benefit Disability Specialist (GBDS)
Certified Employee Benefits Specialist (CEBS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Amy Cannon
Employee Benefits Service Leader

EXPERIENCE

Brown & Brown Insurance
April 2018 – present, Employee Benefits Service Leader
Responsibilities include resolving claims, billing and authorization issues and questions. Coordinating open enrollment which includes preparing benefit guides, working with tech team to update benefit administration systems with plans, rates and rules, working with EDI teams for file feed production, implementation of new carriers and processing enrollments. Compliance support which includes working both internally and with vendors for 5500 filings, PCORI filings, Wrap Plan Documents and other compliance needs. In addition, keeping groups informed of upcoming and new compliance topics and action steps needed. Coordinating additional support through resources like Mineral for HR/compliance and Foley & Foley for employment counsel on-call triage service.

Drs. Brown & Nawrocki, Cosmetic & Restorative Dentistry
2004-2018, Restorative Treatment Coordinator and Marketing Director
Responsibilities include consulting with patients on large treatment plans. Manage financial team which includes working with patients on financial arrangements, collections and qualifying for financing with outside lenders. Work closely with insurance carriers to satisfy employer and patient needs including filing claims and submitting appeals when needed. Advise patients on insurance benefits and educate them on their policy provisions. Create systems and procedures for executing new treatment programs. Manage office marketing through print, mail, online and seminars.

EDUCATION

Florida International University, BS Degree, Communications
Florida Atlantic University, Elementary Education, Continuing Education

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Morgan Johnson, GBDS
Senior Marketing Analyst

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
December 2018 – Present, Marketing Analyst
Advanced knowledge of health insurance markets, products and identifying qualified products and appropriate carrier opportunities to improve benefits programs and manage costs. Responsible for initiating all marketing services and approach all markets as appropriate on behalf of all clients and prospects. A full market search is conducted for all lines of insurance currently in place for a client as well as any new lines of coverage requested or required due to risk exposures. Track carrier financial status and communicate to the Department so that clients are notified in advance of any negative change in status.

January 2017 – December 2018, Employee Benefits Specialist
Responsibilities include working with public entity benefit clients. This includes the day-to-day service of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Account Executives.

Publix Super Markets, Inc.
February 2011 – October 2016, Customer Service Staff
Responsibilities included, but not limited to, training new Customer Service Staff, Front Service Clerks, and Cashiers. This includes training new Customer Service Staff in all cash office operations including opening tasks, closing tasks, deposits, etc. Successfully handling customer complaints and resolving issues accordingly. Being an active member of Safety/Accident Prevention Team. Daily supervision of Cashiers and Front Service Clerks. Required strong problem-solving skills and associate relations, as well as expert knowledge in providing answers for complicated operational questions.

EDUCATION

Daytona State College
Group Benefit Disability Specialist (GBDS)
Voluntary Benefits Specialist (VBS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Danielle Hochmuth, GBDS, VBS
Employee Benefits Specialist

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
November 2020 – Present, Employee Benefits Specialist
Responsibilities include working with public entity benefit clients. This includes the day-to-day service of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Benefits Advisors.

Florida Healthcare Plans
January 2020 – November 2020, Medical Customer Service Specialist
Responsibilities include the following, answering daily inbound calls, this includes calls from local labs, hospitals, doctors' offices, insurance carriers, patients etc. Assisting the Billing Department in sending out 90-day letters, notices of past due balances to patients and collecting past due balance payments. Confirming, canceling, and rescheduling patient appointments. Following up with patients in regard to referrals received from other physician offices. Sending out office notes/summaries of visits to primary care physicians or other requesting physicians. Researching and verifying insurance coverage and copays prior to appointment scheduling. Assisting patients with any questions/concerns/complaints they may have in the office or over the phone. Daily checking-in and checking-out of patients, which includes collecting copays, scheduling follow-ups, and printing out any necessary paperwork for the patient after their appointment. Required strong problem-solving skills, effective verbal communication skills, team collaboration, a clear understanding of health insurance coverage, the ability to multitask and work efficiently in a fast-paced demanding work environment.

EDUCATION

East Stroudsburg University (Pennsylvania), B.S. in Business Management,

Group Benefits Disability Specialist (GBDS)
Volunteer Benefits Specialist (VBS) Designations

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Matthew Montgomery
Executive Vice President

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
2015 to Present. Executive Vice President
Responsible for the executive oversight of Public Risk Insurance Advisors. Additional duties include production, marketing and service of public entity insurance programs and accounts.

September 2013 –2015. Account Executive
Responsibilities include direct consulting with clients to identify and analyze risk exposures and coverage needs and develop and design individualized insurance programs. Professional client services include oversight of insurance and risk management programs, including claims advocacy, internal policy and procedures development, and contract review.

Florida Department of Highway Safety and Motor Vehicles
May 2012 – September 2013. Legislative Affairs Director
Served as the lead on all departmental advocacy before the legislature, including all lobbying on behalf of the Florida Highway Patrol. Responsibility for all budget and legislation and responsible for securing the funding to run one of the largest state agencies in Florida.

Southern Strategy Group
December 2007 – May 2012. Partner Lobbyist
Advocated on behalf of clients such as Disney, Apple, NASCAR, BCBS, and CVS. Partner in the largest state-level lobbying firm in the country. Experience lobbying the Executive and Legislative branches at all levels.

Florida Department of Agriculture and Consumer Services
January 2007 – December 2007. Deputy Director, Office of Legislative Affairs
Legislative advocacy for Cabinet Level agency focusing predominantly on the House of Representatives.

Charles H. Bronson Campaign
January 2006 – January 2007. Deputy Campaign Manager
Responsibilities included all internal organization of contributions, volunteers, scheduling, and communications.

United States Senate, Office of Senator Bill Nelson (FL)
December 2002 – June 2006. Assistant to the Chief of Staff
Responsible for incoming communications which included over 300 calls a day and over 100 pieces of written communication.

EDUCATION

Florida State University, BS Degree, Philosophy

LICENSES

2-20 General Lines Agents License, State of Florida
2-15 Life, Health, and Variable Annuities License, State of Florida

National Resources

Population Health and Wellbeing Practice

Kelly Polinski, MPH, CPH
Vice President of Population Health
Kelly Polinski brings more than sixteen years of experience in wellness, population health, and quality improvement.

Kelly leads a national population health practice focused on helping employers take a more strategic, data-driven approach to health and benefits. Her work centers on empowering organizations to become more informed purchasers of healthcare by leveraging analytics, clinical insight, and innovative solutions to improve outcomes, enhance employee experience, and manage cost.

She has deep experience partnering with clients, consultants, and vendor ecosystems to design and implement population health strategies that drive measurable impact. Prior to her current role, Kelly held leadership positions with Cambridge Health Alliance, where she managed wellness initiatives for over 3,000 employees, and with the Healthcare Association of New York State (HANYS), where she led statewide improvement collaboratives, including the HANYS Diabetes Campaign.

Kelly is a former board member of the Worksite Wellness Council of Massachusetts, where she served as Programs Committee Chair. She is a Certified Wellness Program Manager through the Chapman Institute and is Certified in Public Health (CPH). She holds a Master of Public Health from the University at Albany and a Bachelor's degree in Biochemistry from Elizabethtown College. She has also served as an examiner for Partners in Performance Excellence, applying Malcolm Baldrige principles to evaluate organizational performance.

She resides in Central Massachusetts with her husband and two children. Outside of work, Kelly is a certified indoor cycling instructor and enjoys competing in sprint-distance triathlons.

Stop Loss Consulting Practice

Mary McMartin

Vice President, Senior Stop Loss Consultant

Mary McMartin is a senior stop loss consultant with 30 years of health and welfare experience. She specializes in marketing, analysis, and placement of stop loss policies for clients. Her primary objective is advocating for competitive pricing and contractual terms aligned with the client's strategic goals and financial needs. She has built foundational relationships with carrier partners, benefiting the client during the negotiation process. Mary earned her Bachelor of Arts in Economics from the University of South Dakota. She holds her Certified Employee Benefits Specialist (CEBS) designation.

Pharmacy Consulting Practice

Laura Birkel

Executive Vice President, National Pharmacy Consulting Practice Leader

Laura Birkel serves as the National Pharmacy Practice Leader at Brown & Brown, a newly created role that reflects the firm's strategic commitment to advancing pharmacy benefit innovation and consulting. Based in Minnesota, Laura is responsible for leading business and customer engagement strategies, developing pharmacy benefit-related intellectual capital, and enhancing the firm's national consulting capabilities.

In this role, Laura focuses on strengthening Brown & Brown's position as a trusted advisor to employers and health plans. She brings a forward-thinking approach to pharmacy benefit plan design and management, with a particular emphasis on addressing the challenges of rising drug costs, access to care, clinical efficacy, and employee well-being.

Laura's leadership is instrumental in helping clients navigate the rapidly evolving pharmaceutical landscape. She works closely with internal teams and external stakeholders to deliver innovative, data-driven solutions that align with organizational goals and improve outcomes for members.

Karyn Klemer

Pharmacy Benefits Strategist

Karyn Klemer is a Pharmacy Benefits Strategist assisting employers with strategic solutions on formulary alignment, market trends, plan design and utilization with an emphasis on specialty medications and the transformative landscape. Our pharmacy benefit experts help companies better understand and control their prescription drug costs, maximize pharmacy benefit savings, and reduce compliance risks. In addition, Karyn and the Rx team help make prescription drugs more affordable and accessible for plan members.

Innovation Consulting Practice

Mimi Tun

Operations Leader – Managing Consultant Innovation Hub

Mimi is a dedicated member of the Brown & Brown Innovation Hub responsible for operationalizing its mission to research, evaluate, and advice on innovative strategies and solutions to benefit employers in improving health and well-being of their employees while achieving desired business results. In her role, Mimi is responsible for identifying innovative trends and solutions, maintaining a large vendor database, building relationships with external partners on innovation, collaborating with Brown & Brown thought leaders to vet solutions and develop intellectual capital, tools and resources. Mimi also services as the project manager on key client projects.

Mimi joined Brown & Brown in 2018 after working at Mercer for over 25 years, where her roles included being the Operations Leader of Mercer's Total Health Management (THM) Practice where she managed tools, processes and solutions (such as the well-being vendor solutions, vendor RFIs, employer well-being scorecard, proposal database, team trainings), a Project Manager for THM Intellectual Capital development initiatives, a Project Manager for client projects, and a Project Manager of a multi-specialty practice within Mercer's Health & Benefits business. Before joining the H&B Business, Mimi was a consultant in Mercer's Health Care Provider Consulting Practice which provided strategy consulting to health systems, hospitals and health plans in shifting how they operate from fee-for-service to managed care environment. Mimi started her career in Mercer's Retirement Business as an actuarial analyst.

Mimi received her Bachelor of Science in Mathematics from Haverford College (PA) and studied at Oxford University (UK). Mimi enjoys tennis, skiing, golf, reading, traveling, cooking, and being with family, friends and her dogs.

Absence Management Practice

Darryl Frye, CLMS

Senior Absence Consultant and Audit Manager

As a Senior Absence Consultant, Darryl consults with internal sales and account management teams, as well as with external national account clients, on a wide variety of complex projects including FMLA, State Leave Laws, ADA Pay, Salary Continuance, Statutory Disability, Short-term Disability, Long-term Disability, Vacation and Paid Time-off (PTO) and other employer sponsored leave programs. Darryl is also responsible for managing claims and processing audits on behalf of our clients. Prior to B&B Strategic Non-Medical Solutions, Darryl was an Operations Manager for the Absence Management Operation division at CareWorks. There he was responsible for the oversight, management, and fiscal stability of the division and served as key contributor to the implementation of all large-scale client programs. Prior to that, he served as a Managed Care Supervisor for CareWorks. Darryl holds a bachelor's degree from Western Kentucky University and is also a Certified Leave Management Specialist (CLMS) through the Disability Management Employer Coalition.

Regulatory and Legislative Strategy

Jessie Campbell

National Practice Leader – Regulatory & Legislative Strategy

Jessie Campbell is the National Practice Leader of Brown & Brown's Regulatory & Legislative Strategy group. Prior to taking this role, Jessie was a Principal in Brown & Brown's large employer practice leading health and welfare strategy. With more than 20 years of experience in employee benefits consulting, Jessie has advised organizations of all sizes and across diverse industries. Her practical, solutions-oriented approach has made her a trusted resource for customers seeking to stay ahead of evolving compliance requirements.

Before joining Brown & Brown in 2013, Jessie was a consultant with Bostonian Group, a Marsh & McLennan Agency. A graduate of the University of Vermont, Jessie continues to be a respected voice in the employee benefits space — helping organizations align their strategies with the shifting regulatory environment and fostering long-term compliance success.

Christopher Bao

Vice President Regulatory and Legislative Strategy

With more than ten years of regulatory and legislative strategy experience, Christopher Bao serves as the Vice President of Regulatory and Legislative Strategy in the Employee Benefits division of Brown & Brown. In his role, Christopher is responsible for researching, analyzing, presenting and advising parties on strategies and best practices for group health plans. He also supports internal colleagues and Brown & Brown customers by reviewing and analyzing both federal and state laws that govern Employee Health and Welfare Benefit plans. These areas include HIPAA, the Affordable Care Act, ERISA and COBRA.

Christopher has experience in employee health and welfare benefits and seven years of litigation experience. Prior to joining Brown & Brown, he worked at a large international insurance brokerage firm in the areas of compliance and Employee Health and Welfare Benefits. Prior to that role, Christopher worked as a litigator in private practice. He joined Brown & Brown in August of 2022.

Christopher graduated magna cum laude from Northern Arizona University with a bachelor's degree and earned his law degree from Louisiana State University – Paul M. Hebert School of Law, earning a dean's list designation during his time there. He is a member of the Arizona State Bar and recently passed the bar exam in California. Christopher dedicates his free time to use his legal knowledge to assist indigent and underrepresented people and veterans.

Peter Strouss

Regional Employee Benefits Compliance Consultant – Southeast

Peter currently serves as Brown & Brown's Regional EB Compliance Consultant, where he acts as a key resource for both teammates and customers on employee benefits regulatory compliance matters. In this role, he provides day-to-day compliance guidance, communicates regulatory updates and interpretations developed by the Regulatory/Legislative team to regional offices, and assists with training local office teammates on EB compliance-related topics.

Prior to assuming this role, Peter served as the Compliance Manager for the Fort Lauderdale office for nearly four years after joining Brown & Brown in 2021. In that position, he worked closely with local teammates and customers to address EB regulatory requirements and build practical, working knowledge of compliance expectations. During this time, Peter became an early member of the Regulatory & Strategy Compliance Committee, collaborating with the Regulatory/Legislative team and compliance-focused teammates from across the country to promote consistent and informed compliance practices.

Peter is a South Florida native and earned his Bachelor of Arts degree from Florida State University.

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Tab 3
Understanding and Approach

Tab 3: Understanding and Approach

A written statement explaining the firm's approach to assisting local governments, or other clients, to maximize benefits for employees while minimizing the financial impact of skyrocketing health, dental, and all other lines covered in the RFP. Cite specific examples from your experience. Cite any innovative concepts your firm has employed. Describe your experience and relationship with the City's existing health, dental and other insurance carriers as listed in ***Appendix A, City Background Information****.*

Brown & Brown takes a proactive, data-driven, and consultative approach to assisting local governments in maximizing the value of their employee benefits programs while minimizing the financial impact of rising healthcare and ancillary benefit costs. Our methodology is rooted in balancing employee access to high-quality, competitive benefits with responsible stewardship of public funds—an approach that aligns closely with the City of Destin's objectives.

We begin with a comprehensive evaluation of the City's current benefits program, including medical, dental, pharmacy, and all other lines of coverage. Through detailed analysis of claims experience, utilization patterns, contribution strategies, and vendor performance, we identify cost drivers and opportunities for improvement. From there, we develop tailored recommendations designed to enhance plan efficiency, improve employee outcomes, and mitigate long-term cost escalation.

A key component of our strategy is empowering employees through targeted education and engagement. We have consistently found that informed utilization is one of the most effective tools for controlling costs without reducing benefit quality. For example, in our work with similarly sized Florida municipalities, we have implemented employee education campaigns focused on:

- Steering utilization toward high-value providers and lower-cost sites of care
- Promoting generic and alternative prescription options
- Encouraging preventive care and early intervention
- Increasing awareness of telehealth and care navigation solutions

These initiatives have resulted in measurable reductions in unnecessary emergency room utilization, improved preventive screening rates, and more efficient prescription drug spend.

In addition to education, Brown & Brown emphasizes disciplined market management and vendor accountability. We routinely conduct competitive marketing exercises—either annually or strategically based on market conditions—to ensure our clients are receiving the most favorable pricing and service arrangements. For example, we have successfully helped public sector clients transition to alternative funding strategies, renegotiate administrative service agreements, and implement pharmacy benefit management carve-outs, resulting in significant cost savings while maintaining or enhancing benefit levels.

Our longstanding relationships with leading health, dental, and ancillary carriers, including the carriers currently utilized by the City of Destin, further strengthen our ability to deliver value to the City of Destin. Brown & Brown maintains strong, collaborative partnerships with national and regional carriers commonly utilized by Florida municipalities. These relationships allow us to:

- Advocate effectively on behalf of our clients during renewals, negotiations, and service escalations
- Gain early insight into emerging products, pricing strategies, and network innovations
- Ensure accountability in service delivery and performance guarantees

While maintaining these strong carrier relationships, our role as an independent consultant remains paramount. We approach every recommendation objectively, ensuring that all solutions are evaluated solely in their ability to meet the City's financial, operational, and workforce needs.

In supporting our public sector clients across Florida, Brown & Brown Public Sector has consistently delivered measurable outcomes, including stabilized renewal trends, improved employee engagement, and enhanced plan sustainability. Our consultative, hands-on approach ensures that strategies are not only recommended but successfully implemented and continuously refined.

Through this comprehensive and forward-thinking methodology, Brown & Brown Public Sector is well-positioned to help the City of Destin maximize the value of its employee benefits program—delivering meaningful benefits to employees while maintaining long-term financial sustainability.

Innovative Solutions and Cost Containment Strategies

Innovation is central to our approach. Brown & Brown continually evaluates emerging solutions and implements forward-thinking strategies such as:

- **Alternative Funding Models** (e.g., level-funded, captives or partial self-funding) to provide greater cost transparency and control
- **Direct Contracting and Narrow Networks** to improve quality and reduce unit cost
- **Advanced Pharmacy Strategies**, including rebate optimization and specialty drug management programs, in the event the City chooses to explore a self-funded model
- **Data Analytics and Predictive Modeling** to identify high-risk populations and intervene early
- **Wellness and Population Health Initiatives** tailored to workforce demographics
- **Targeted Program Strategies** musculoskeletal, cancer, diabetes, etc. (some programs may carry additional cost)

For instance, we have implemented condition management programs and targeted outreach campaigns for chronic conditions such as diabetes and hypertension, resulting in improved health outcomes and reduced high-cost claims over time.

Florida Government Healthcare Solutions (FGHS) – Proprietary Program

Brown & Brown, in partnership with UnitedHealthcare and Benecon, established the Florida Government Healthcare Solutions (FGHS) program to provide Florida municipalities—including the City of Destin—with a cost-effective, self-funded alternative designed specifically for public sector employers. This consortium leverages collective purchasing power to stabilize costs while maintaining flexibility and local control.

Over more than a decade, FGHS has delivered meaningful financial value to its members through surplus returns and cost efficiencies, while maintaining a strong governance structure aligned with public sector requirements.

Key Features of FGHS Include:

- **Member Governance and Transparency**
  FGHS operates as a public consortium subject to "Government in the Sunshine" laws. Participating entities, including municipalities like the City of Destin, have representation and voting authority, ensuring transparency and local control over program decisions.
- **Full Financial Transparency**
  The City has visibility into actual administrative costs, reinsurance expenses, and overall plan performance, allowing for more informed financial management and decision-making.
- **Actuarially Sound Pricing**
  All rates are developed by independent actuaries, ensuring accurate, data-driven pricing and long-term program stability.
- **Flexible Plan Design**
  The City of Destin maintains the ability to customize plan designs that align with workforce needs and budgetary priorities.
- **Surplus Return Opportunity**
  Any year-end surplus is returned directly to the participating entity based on its own claims performance, with no cross-subsidization of losses among members.
- **Lower Administrative Costs**
  FGHS operates with significantly lower administrative expenses compared to traditional fully insured models, improving overall program efficiency and value.
- **Enhanced Support Services**
  Members have access to dedicated compliance resources and care navigation services, including nurse guidance and wellness coaching to support employees managing complex health conditions.

Through FGHS, Brown & Brown offers the City of Destin an innovative, transparent, and cost-efficient alternative to traditional health insurance models—providing greater control, potential savings, and long-term sustainability for the City's employee benefits program.

Benecon Cost Containment – Nurse Navigation, Advocacy, and Wellness Support (FGHS)

Through participation in the Florida Government Healthcare Solutions (FGHS) program, the City of Destin has access to Benecon Cost Containment solutions, a comprehensive nurse navigation, advocacy, and wellness service provided at no additional cost to enrolled employees and their dependents.

The Benecon Cost Containment team is a multidisciplinary team of patient advocates, registered nurses, certified health coaches, and a registered dietitian dedicated to helping employees effectively navigate the healthcare system. These services provide personalized, confidential support to assist employees in understanding diagnoses, coordinating care, and making informed healthcare decisions.

Key services available to the City of Destin include chronic disease management, tobacco cessation, wellness coaching, and nutrition consultations. The chronic disease management program is an evidence-based, outcomes-focused initiative that connects employees with a dedicated care team to support conditions such as diabetes, hypertension, and other high-impact diagnoses. This approach ensures employees receive guidance on treatment plans, lifestyle modifications, and preventive care to improve overall health outcomes.

Through Benecon Cost Containment, the City of Destin can enhance employee engagement, improve access to care, and support better health management—ultimately contributing to a more informed, healthier workforce and a more efficient benefits program.

FGHS Client Examples and Outcomes

Brown & Brown has successfully helped Florida public sector clients, including municipalities similar to the City of Destin, leveraged the Florida Government Healthcare Solutions (FGHS) program to achieve greater plan flexibility, cost control, and long-term financial sustainability.

- **County Government Example**
  A Florida county participating in FGHS received over $255,000 in surplus returns in its first year, representing a favorable claims performance and strong plan efficiency. Over time, the County has generated more than $1.5 million in total surplus returns. These funds have been strategically reinvested to offset employee contributions and improve affordability of dependent coverages supporting workforce retention while maintaining fiscal responsibility.

- **Municipal Client Example**
  A similarly sized city faced limitations under a fully insured arrangement, where plan design flexibility was restricted to bundled “shelf” options. Through FGHS, the City gained the ability to customize its benefits program to better meet employee needs. Targeted changes included lowering specialist and urgent care copays, enhancing virtual care access with $0 copay visits, and improving prescription coverage—while increasing cost-sharing in appropriate areas to drive better utilization.

As a result, the City achieved a more balanced and employee-focused plan design while reducing overall premium costs.

Experience and Expertise

Washington County Board of County Commissioners

Since 2018, Brown & Brown has proudly served as the County's dedicated employee benefits broker and consultant, delivering a full spectrum of services designed to optimize coverage, control costs, and enhance employee engagement. Our approach is rooted in proactive strategy, data-driven decision-making, and a deep understanding of public sector priorities.

Comprehensive Services Provided: Our engagement includes the servicing and marketing of all employee benefits lines of insurance coverage, along with:

- Customized program design and ongoing plan review
- COBRA administration
- Quarterly claims analysis and reporting
- Population health strategy development
- Open enrollment meeting facilitation
- Customized employee benefit guides
- Online enrollment system management
- Compliance monitoring and updates

Strategic Transition to FGHS Consortium

In 2018, the County faced a pivotal decision following a 5% renewal increase from its fully insured health carrier. Brown & Brown guided the County through a strategic evaluation process, ultimately recommending a transition to the **Florida Government Health Systems (FGHS) Consortium**—a move that significantly reduced financial exposure and enhanced plan flexibility.

- **Projected Cost with Previous Carrier**: $1.7 million
- **Maximum Funding with FGHS Consortium**: $1.3 million
- **First-Year Surplus Returned**: $255,209
- **Total First-Year Savings**: Over $630,700
  This transition not only delivered immediate savings but also empowered the County with greater control over its health plan funding and claims management.

Ongoing Value and Financial Impact

Since joining the consortium, Brown & Brown has continued to work closely with the County to monitor claims experience, refine plan design, and implement targeted strategies that improve outcomes and reduce costs.

- **Total Surplus Returned to Date**: Approximately **$840,000**
- **Cumulative Financial Impact**: Over **$1.47 million** in savings and surplus since 2018

These results reflect our commitment to delivering measurable value and our ability to adapt strategies in response to evolving workforce needs and market conditions.

Trusted Advisor and Long-Term Partner
Brown & Brown's role extends beyond brokerage—we serve as a strategic advisor and extension of the County's HR and finance teams. Our proactive guidance, transparent reporting, and collaborative approach have helped the County maintain a high-performing benefits program that supports employee well-being while safeguarding public resources.

Desoto County Board of County Commissioners

Brown & Brown has proudly served as the trusted employee benefits broker and consultant for Desoto County since 2011. Our longstanding partnership reflects our deep understanding of public sector needs and our commitment to delivering strategic, cost-effective solutions that support both fiscal responsibility and employee well-being.

Comprehensive Services Provided: Our contract with the County includes a full suite of brokerage, consulting, and ongoing support services, tailored to meet the evolving needs of a municipal workforce. These services include:

- Plan Design & Strategic Marketing
- Ongoing Claims Review & Plan Analysis
- Insurance Committee Engagement
- Employee Engagement Support
- Open enrollment meeting facilitation
- Health fair coordination
- Wellness program assistance
- Customized benefit guides
- Technology & Access Tools:
- Employee Assistance Program (EAP)
- COBRA Administration
- Regulatory Compliance Monitoring and Updates

Demonstrated Cost Savings: Through formal RFP processes, strategic carrier negotiations, and thoughtful plan design enhancements, we have helped the County achieve over **$5 million in premium savings** since the inception of our partnership. These savings have been reinvested into employee programs and budgetary priorities, reinforcing our role as a value-driven advisor.

Ongoing Partnership and Innovation

We play a vital role not only in managing the day-to-day aspects of the County's benefits strategy but also in actively participating in the insurance committee meetings. By reviewing ongoing claims performance and gathering feedback on coverage, we ensure that the county leadership is well-informed and confident in our guidance. This consistent presence has helped establish us as a trusted advisor—someone they know, rely on, and turn to for clarity. In years with higher-than-expected renewals, this relationship has proven especially valuable, allowing us to explain the underlying factors driving the increase. In turn, county leaders are equipped to communicate these insights effectively to their teams, fostering transparency and trust throughout the organization.

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Tab 4
Location and Accessibility

Tab 4: Location and Accessibility

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

Melanie Stegall is the Account Executive that will be directly responsible for handling the City of Destin's account. She is located in Brown & Brown's World Headquarters in Daytona Beach, FL. Her current book of business is made up of the following:

25-100 lives: 10 clients
100-300 lives: 9 clients
300-500 lives: 2 clients
500+ lives: 2 clients

The Account Executive maintains a well-balanced and strategically managed book of business comprised of 100% public sector employer groups. She maintains a mix of fully insured, level funded and self-funded programs, providing broad experience in cost-containment strategies and risk management.

The Account Executive's portfolio is intentionally structured to ensure adequate capacity for proactive service, strategic planning, and consistent client engagement. This balanced composition ensures the Account Executive brings relevant expertise while maintaining the bandwidth necessary to provide the City with responsive service, ongoing consultation, and focused attention throughout the year.

a. Number of accounts for which the Account Executive is responsible in the panhandle.

Melanie Stegall is currently responsible for 1 account located in the panhandle. However, her book of business includes 11 other public sector employers of very similar size and scope as the City of Destin.

b. Steps the Account Executive will take to assure that proper attention will be given to the City's account as your book of business grows.

Brown & Brown is intentional about maintaining a high level of service consistency and responsiveness for every client, regardless of overall book growth. As our firm continues to expand, we implement specific safeguards to ensure the City's account remains a priority and continues to receive proactive, dedicated attention.

The Account Executive will take the following steps to ensure sustained service excellence:

- **Strategic Allocation of Client Load**
  The Account Executive's book of business is deliberately managed to maintain an appropriate client-to-executive ratio. Growth is carefully balanced to ensure sufficient capacity for strategic oversight, timely communication, and hands-on involvement with the City's program.
- **Dedicated Service Team Structure**
  The City will be supported by a multi-tiered service team, including an Account Executive, Account Manager, and supporting specialists. This team-based approach ensures continuity of service, immediate responsiveness, and depth of expertise, even as overall client volume increases.
- **Proactive Service Planning**
  An annual service calendar will be developed in collaboration with the City outlining key milestones, compliance deadlines, renewal strategy timelines, and employee engagement initiatives. This structured approach ensures consistent attention throughout the year—not just at renewal.
- **Guaranteed Responsiveness Standards**
  Brown & Brown maintains internal service standards, including targeted response times (generally within 24 hours for standard inquiries), ensuring the City receives timely and reliable support regardless of competing demands.
- **Executive Oversight and Accountability**
  Executive leadership and regional management regularly review client workloads and service performance to ensure no degradation in service quality occurs as business grows. Adjustments are made proactively if capacity concerns arise.
- **Ongoing Client Meetings**
  The Account Executive will conduct regular meetings (quarterly or as requested) to review program performance, address emerging needs, and ensure alignment with the City's goals. This reinforces accountability and consistent engagement.
- **Scalable Support Resources**
  As our client base grows, we continue to invest in additional talent, technology, and subject matter experts (compliance, analytics, population health, etc.), allowing us to scale service without compromising quality.
- **Client-Centric Culture**
  Our service model is rooted in long-term partnership. The Account Executive is measured not only on growth, but on client retention, satisfaction, and outcomes—ensuring the City's needs remain a top priority.

This approach ensures that, even as Brown & Brown grows, the City will continue to receive focused attention, proactive guidance, and high-touch service expected from a trusted advisory partner.

Brown & Brown

Tab 5
References

Tab 5: References

Provide three (3) client references including client name, contact personnel, address, phone number, email, and length of time you have provided agent-broker services. (Include references for services provided for health, dental, vision life and disability.)

Client Name:	**Washington County Board of County Commissioners**
Address:	1331 South Boulevard, Chipley, FL 32428
Client Contact:	Aaron Dudley | (850) 415-5151 | adudley@washingtonfl.com
Description of Work:	Brown & Brown serves as agent of record for Washington County's self-funded medical plan through the FGHS Consortium, dental, vision and life insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The County joined the FGHS Consortium in 2018 and has received more than $840,000 in surplus returns.
Contract Period:	2018 - Present
# of Employees	218

Client Name:	**Madison County Board of County Commissioners**
Address:	125 S.W. Range Avenue, Madison, FL 32340
Client Contact:	Billy Washington | (850) 973-1500 bwashington@madisonclerk.com
Description of Work:	Brown & Brown serves as agent of record for Madison County's self-funded medical plan through the FGHS Consortium, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The County was an original member of the FGHS Consortium beginning in 2014. The County has received more than $200,000 in returned surplus.
Contract Period:	2014 – Present
# of Employees	107

Client Name:	**City of Davenport**
Address:	1 South Allapaha Avenue, Davenport, FL 33837
Client Contact:	Dana Opitz | (863) 419-3300 x 147 | DOpitz@mydavenport.org
Description of Work:	Brown & Brown serves as agent of record for the City of Davenport's self-funded medical plan through the FGHS Consortium, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The City has been a member of the FGHS Consortium beginning in 2019. The County has received more than $200,000 in returned surplus.
Contract Period:	2019 – Present
# of Employees	111

Client Name:	**DeSoto County Board of County Commissioners**
Address:	201 East Oak Street, Arcadia, FL 34266
Client Contact:	Latrinda Jones | (863) 993-4808 | l.jones@desotobocc.com
Description of Work:	Brown & Brown serves as the broker and consultant for DeSoto County's fully insured medical, dental, vision and life insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long-term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings, and employee communication materials. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Contract Period:	2011 – Present
# of Employees	350

Tab 6

Schedule of Fees

Tab 6: Schedule of Fees

*Describe the fees associated with those listed in **Appendix C**, **Schedule of Fees**, as well as any additional costs related to implementation of any proposed service delivery alternatives. Also, indicate if you would receive any other form of compensation such as from vendors, bonus, or any other form of compensation not otherwise characterized to the City of Destin as commissions.*

Brown & Brown confirms our compensation proposed includes all services included in the City's Scope of Services included in Appendix B. We do not accept additional compensation from carriers or vendors such as bonuses or overrides outside of the agreed upon compensation.

APPENDIX C
SCHEDULE OF FEES

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

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

APPENDIX C
Schedule of Fees RFP 04-HR

Proposal of:

Line of Business	Commission	Fee	Comments
Group Health Insurance	2%		
Group Dental Insurance	5%		
Group Vision Insurance	10%		
Group Life Insurance	10%		
Group Disability Insurance	10%		
Hospital Indemnity	10%		

If the City prefers an annual flat fee structure, we propose the following:
$35,000 annually

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Brown & Brown

Tab 7
Services

Tab 7: Services

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

Brown & Brown Public Sector offers a broad range of services and national resources designed to provide added value to the City of Destin, many of which have been highlighted throughout this proposal. While a significant number of these services are included at no additional cost, certain specialized programs or third-party solutions may involve additional fees. Services or resources that may carry an added cost are clearly identified with an asterisk (*).

- HR Support Services
- Population Health & Wellbeing Consulting
- Voluntary Benefit Consulting
- Retirement Program Services*
- Collective & Bundled Purchasing
- Total Rewards & Compensation*
- Regulatory & Legislative Compliance
- Technology Consulting*
- Employee Benefits Program Strategy Consulting
- HR/Benefits Advisory Services
- Leave & Absence Management
- Long Term Care Solutions*
- Alternative Financial Strategies
- Innovative Analytics & Reporting
- Advocacy Services
- Ongoing Employee Communications
- Vendor Management & Marketing
- Benchmarking

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

Employee Education Approach

Successful implementation and effective employee education are critical to ensuring a smooth transition and long-term success of the City of Destin's benefits program. Brown & Brown develops and executes a strategic, multi-channel education plan designed to help employees clearly understand their benefit options, recognize the value of the programs offered, and confidently utilize available resources to manage out-of-pocket costs.

Our approach is fully tailored to the City of Destin's workforce, taking into consideration diverse departments, varied schedules, and seasonal employees. We deliver education through flexible and accessible formats to maximize participation and engagement across all employee groups.

Brown & Brown customizes employee education programs to align with the City's operational needs, offering a variety of delivery methods, including:

- In-person meetings, one-on-one sessions, and virtual webinars scheduled to accommodate shift-based employees
- Open enrollment meetings to present plan options, highlight key changes, and address employee questions
- Ongoing education sessions focused on benefit utilization, preventive care, wellness initiatives, and cost-saving strategies

To ensure consistent and accessible messaging, we also develop:

- **Customized educational videos** explaining plan offerings, updates, and enrollment processes
- Video content suitable for both open enrollment and new hire onboarding
- **Webinars and seminars**, covering topics such as benefit navigation, Employee Assistance Program (EAP) services, and wellness resources.

Year-Round Communication Strategy

Our goal is to drive employee engagement and promote informed, cost-conscious decision-making through a proactive, year-round communication strategy. This includes:

- Customized educational materials and digital content
- Targeted communications to employees and dependents
- Ongoing outreach addressing key benefit topics and initiatives

We provide comprehensive support not only during open enrollment but throughout the year, including:

- New hire orientation sessions
- Continuous education opportunities
- Access to enrollment support tools, including decision-support technology, webinars, and dedicated support resources

Education and Communication Tools

Brown & Brown supports the City of Destin with a robust suite of communication tools, including:

- Customized Benefits Guide, digital and/or physical booklet, outlining plan options, enrollment details, and required compliance notices
- Open enrollment announcements, timelines, and employee communications
- On-site and virtual group meetings, as well as one-on-one support sessions
- Educational videos hosted on internal platforms
- Electronic enrollment systems with decision-support capabilities
- Dedicated enrollment hotline and support email
- Employee flyers and targeted outreach materials

Through this flexible, communication-driven approach, Brown & Brown ensures City of Destin employees are informed, supported, and empowered—resulting in improved benefit utilization, stronger engagement, and more effective long-term cost management.

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

At the City of Destin's direction, Brown & Brown Public Sector will develop and administer customized employee surveys and facilitate targeted focus groups to gather meaningful feedback on benefit offerings and vendor performance. In addition to broad survey data, focus groups provide a more in-depth understanding of employee experiences, allowing for real-time discussion and insight across departments.

These tools can be used to evaluate satisfaction with current benefits, assess the effectiveness of open enrollment and communication efforts, and better understand employee needs related to plan selection, access to care, wellness initiatives and overall benefit utilization. All survey instruments and focus group structures are fully customized to align with the City's goals and workforce dynamics.

Findings are analyzed and presented with clear, actionable recommendations, enabling City leadership to identify trends, address concerns, enhance employee engagement, and make informed decisions that strengthen the overall benefits program.

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

Pre-Renewal Strategy and Planning

Brown & Brown will conduct a comprehensive pre-renewal strategy session each year with the City of Destin to evaluate prior year performance, identify key successes and challenges, and develop strategic recommendations for the upcoming plan year. This includes a detailed review of all health and welfare programs, with analysis of utilization trends, workforce demographics, cost drivers, and emerging risks specific to the City's employee population, including departmental and seasonal workforce considerations.

We also evaluate alternative funding arrangements and innovative cost-containment strategies to ensure the City remains informed of evolving market opportunities. Conducting this assessment in advance of any marketing efforts ensures that all RFP specifications align with the City's financial objectives, workforce needs, and long-term benefits strategy.

Plan Document and Contract Review

Brown & Brown performs a thorough review of all existing plan documents, including Summary Plan Descriptions (SPDs), carrier agreements, and benefit summaries, to ensure accuracy, compliance, and alignment with the City's intended plan administration. This process promotes clarity and consistency across all employee-facing materials.

RFP Development and Marketing Process

At the City of Destin's direction, Brown & Brown manages a full-service, transparent marketing process for selected lines of coverage. We establish a structured timeline that aligns with the City's decision-making process and Council approval schedule.

Our process includes:

- Collection and validation of all necessary data and plan specifications
- Collaborative development and approval of RFP objectives and evaluation criteria
- Strategic release of RFPs to selected carriers
- Comprehensive analysis of proposals, including cost, plan design, and value-added services
- Coordination of finalist presentations (if needed) and delivery of final recommendations

Renewal Timeline (9/1 Plan Year)

Our standard timeline is tailored to meet the City's operational needs and includes:

» Pre-Renewal Planning:	February/March
» Carrier Renewals Received:	April/May
» Marketing/RFP Process (if applicable):	May/June
» Review and Presentation of Proposals:	June/July
» Final Negotiations and Selection:	July
» Implementation and Open Enrollment:	July/August

This timeline is fully customizable based on the City's budget and Council approval requirements.

Analysis and Recommendations

Brown & Brown provides a comprehensive evaluation of all carrier responses, including:

- Side-by-side comparisons of plans and pricing
- Carrier financial ratings and market positioning
- Alternative funding analysis, where appropriate
- Clear, executive-level recommendations

We remain actively involved throughout the decision process, including participation in leadership or Council meetings and final carrier negotiations.

Network and Disruption Analysis

To protect employee access to care, Brown & Brown conducts detailed provider network and disruption analysis during the marketing process. Using recent claims and utilization data, we identify high-use providers and evaluate their participation across carrier networks, minimizing potential disruption to employees—particularly critical for a geographically concentrated workforce like the City of Destin.

Implementation and Transition Support

If a carrier change is selected, Brown & Brown manages the full implementation process to ensure a seamless transition. This includes coordinating timelines, overseeing data transfers, reviewing plan documents, supporting system setup, and leading employee communication and education efforts.

Our goal is to minimize administrative burden on City staff while ensuring employees experience a smooth transition with clear communication and continuity of care.

d. Describe the open enrollment process you utilize.

Brown & Brown is committed to facilitating open enrollment in a manner that aligns seamlessly with the City of Destin's operational needs and diverse workforce. Recognizing the City's range of departments and work environments, we offer flexible enrollment solutions, including electronic platforms (such as Microsoft Forms or benefits administration systems, where applicable) as well as paper enrollment options when appropriate.

Each year, we develop a customized Benefits Guide and tailored open enrollment presentation specific to the City of Destin, clearly outlining plan offerings, enrollment procedures, and any key updates. Open enrollment meetings may be conducted in person or virtually, and we routinely record a comprehensive session to ensure all employees—regardless of schedule or location—have convenient access to this information.

To further enhance engagement, Brown & Brown can coordinate a Health and Wellness Fair in conjunction with open enrollment at no additional cost. For the City of Destin, this includes full event planning and on-site support, coordination with carriers and local vendors, and development of targeted promotional materials. We incorporate interactive elements—such as wellness activities, raffles, and engagement initiatives—to encourage participation and create a positive, informative experience for employees.

In advance of open enrollment, Brown & Brown conducts pre-enrollment education sessions to review upcoming changes and key considerations. These sessions provide employees with the opportunity to ask questions and prepare ahead of time, resulting in a more efficient, informed, and successful enrollment process.

Through this flexible and hands-on approach, Brown & Brown ensures the City of Destin's open enrollment process is organized, well-communicated, and accessible to all employees, while supporting overall engagement and a clear understanding of the benefits program.

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

Brown & Brown provides year-round service and support to the City of Destin leadership, staff, employees, and retirees, with a focus on responsiveness, advocacy, and ease of administration for your HR team. The City's designated service team, including dedicated account resources, is available to assist with escalated claims issues, billing discrepancies, and day-to-day support needs.

Employees and retirees may work directly with Brown & Brown for claims assistance if preferred, reducing the administrative burden on City staff. Support is available through a dedicated service email and direct access to our team for personalized assistance. We act as a liaison with carriers, advocating on behalf of employees to resolve claims issues, clarify billing concerns, and coordinate with providers as needed—including requesting holds on collections while claims are reviewed and corrected.

For the City's HR team, we offer flexible support options. While we are always available to manage issues on the City's behalf, we also provide direct access to carrier representatives, including elevated service contacts, for situations where immediate resolution is preferred. Brown & Brown works collaboratively with both the City and carriers to ensure timely, accurate outcomes.

We understand that prompt communication is critical. While some issues may require additional time for full resolution, our team provides regular status updates and maintains consistent follow-through until each matter is resolved.

This service approach reflects Brown & Brown's commitment to your employees, exemplary service, and innovation—ensuring the City of Destin receives responsive, high-touch support that enhances the employee experience while reducing administrative strain.

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

Confirmed. Our team can be available for on-site visits with 48-hour notice.

g. Provide details in your proposal of all current wellness program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.

While wellness strategies are inherently tailored to the unique needs, culture, and priorities of each organization, the following sections highlight the depth of Brown & Brown's resources and capabilities and the meaningful value they bring to the City and its employees.

Some more robust carrier wellness programs, as well as certain third-party wellness vendors and program offerings may involve additional costs; however, these expenses vary based on the specific services selected and the scope of implementation. Brown & Brown is committed to guiding the City through this landscape by carefully vetting all vendors and programs to ensure they deliver measurable value, align with the City's objectives, and support positive health outcomes.

Equally important, we leverage our market presence and carrier relationships to negotiate a wellness fund from the carrier to assist with many wellness related incentives and/or initiatives. Additionally, Brown & Brown Public Sector ensures we provide competitive, preferred pricing whenever possible, ensuring the City receives high-quality solutions in a cost-effective manner.

Wellness Program Approach

Brown & Brown understands that for the City of Destin, an effective wellness program must extend beyond physical health to support the overall wellbeing of its workforce, including mental, emotional, and financial health. Our approach is rooted in delivering a well-balanced, sustainable strategy that enhances employee engagement while helping the City manage long-term healthcare costs.

We take a proactive, consultative role by continuously bringing forward innovative ideas, industry best practices, and tailored solutions designed to strengthen the City's wellness initiatives. Our team works closely with the City of Destin's HR team and current carrier partners to promote a culture of wellness that supports employee health, productivity, and organizational success.

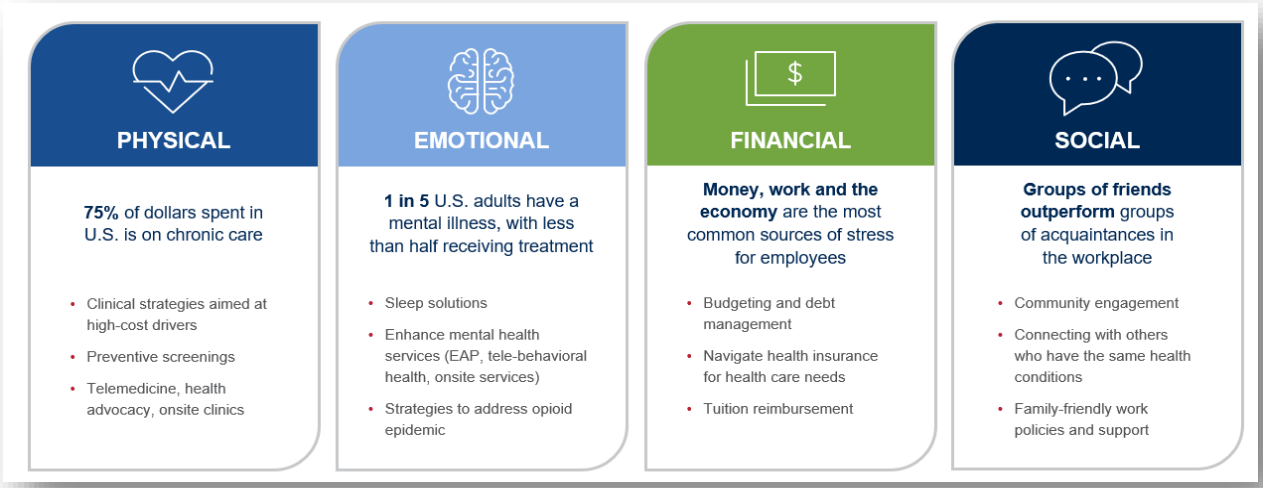
Brown & Brown will actively pursue and negotiate wellness funding opportunities with the City's insurance carriers and strategically make recommendations for the City to allocate those resources to maximize participation. Initiatives may include health fairs, targeted wellness campaigns, biometric screenings, and employee engagement events designed to meet the needs of the City's workforce.

In addition, we will evaluate the City's existing wellness programs and collaborate with leadership to recommend enhancements or introduce new initiatives aligned with employee interests, workforce demographics, and organizational goals—ensuring the program remains relevant and impactful.
To protect the City and ensure program integrity, Brown & Brown will also review all wellness initiatives for compliance with applicable regulations, including the Americans with Disabilities Act (ADA), the Affordable Care Act (ACA), and the Health Insurance Portability and Accountability Act (HIPAA).

Population Health & Wellness Consulting

Brown & Brown Public Sector, in collaboration with our Regional Population Health Consultant, Ashley Diaz, will partner with the City of Destin to develop a data-driven strategy that extends beyond traditional wellness programming to a comprehensive population health approach. This strategy will be thoughtfully aligned with the City's organizational objectives, workforce demographics, and long-term financial goals.

We view wellness programs as one component of a broader population health framework designed to proactively manage health risks, enhance workforce wellbeing, and improve both the employee and employer experience. Our holistic approach is centered on delivering meaningful outcomes through targeted, data-informed initiatives.



Working closely with the City of Destin, our team will analyze available data to identify key drivers of cost and opportunities for improvement. From there, we will develop and implement strategies that address a full spectrum of population health considerations, including lifestyle and preventive health, chronic condition management, high-cost claim mitigation, and behavioral health support.

In addition, our approach incorporates advocacy and navigation services to simplify the healthcare experience for employees, as well as strategic communications and incentive programs designed to drive engagement and sustained participation. We also place a strong emphasis on fostering a culture of health and wellbeing across the organization—ensuring initiatives are not only effective, but also meaningful and accessible to all employees.

Through this comprehensive and collaborative approach, Brown & Brown will help the City of Destin strengthen its population health strategy, improve employee health outcomes, and better manage long-term healthcare costs.

Our approach begins with a comprehensive analysis of the City of Destin's claims data, focusing on key drivers such as chronic condition prevalence and cost, high-cost claim activity, and preventive care utilization. This data-driven evaluation enables us to identify trends, risks, and opportunities to improve overall population health and manage long-term costs.

We will also assess the City's existing programs, resources, and current levels of employee engagement. In collaboration with the City's team, we will identify gaps and establish clear priorities, forming the foundation for a strategic roadmap. This roadmap will include targeted recommendations across programs, communications, incentive design, and performance measurement—ensuring all initiatives are aligned and results-oriented.

Brown & Brown's Population Health consulting team brings extensive experience in designing and implementing compliant wellness and population health programs. We develop comprehensive communication strategies that leverage multiple channels and targeted campaigns to effectively reach and engage employees. In addition, we design compliant incentive structures that align with the City's broader population health goals while encouraging meaningful participation.

Importantly, we approach wellness initiatives within the context of a broader, multi-year population health strategy. Rather than treating activities such as health risk assessments or preventive exams as standalone efforts, we help the City define "what comes next"—using those touchpoints to inform ongoing engagement, targeted interventions, and long-term health improvement strategies that are aligned with the needs of the City's workforce.

h. Describe your monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent, and quality of reports on wellness/disease management, ability for covered member to track wellness and heath claims, etc.

Monthly and annual reporting of paid claims varies by carrier and is often dependent on the City's group size and funding arrangement. For groups of similar size, most carriers typically provide claims reporting on a quarterly basis. Despite these limitations, Brown & Brown is committed to delivering the most comprehensive and actionable data available to support the City's financial oversight, strategic planning, and ongoing benefit initiatives.

We proactively work with carriers and vendors to obtain and analyze the most meaningful data available, including but not limited to:

- Total paid claims (by month, quarter, and year-to-date)
- Claims by service category (inpatient, outpatient, professional services, pharmacy)
- Large claims and high-cost claimant reporting
- PEPM (Per Employee Per Month) cost metrics and trend analysis
- Enrollment and demographic summaries
- Plan utilization and cost drivers
- Emergency room and urgent care utilization patterns
- Preventive care and wellness screening utilization
- Prescription drug spend, including specialty drug trends
- Network utilization (in-network vs. out-of-network)
- Stop-loss reporting (where applicable)
- Benchmarking against industry and public sector comparators

In addition to standard carrier reports, Brown & Brown will assist with the development of ad hoc reports to address specific questions or emerging needs. These may include reports related to renewal planning, budget projections, contribution modeling, employee education opportunities, claims trends, utilization concerns, or wellness and disease management initiatives. Our team helps translate available data into clear, actionable insights that support the City's financial planning and benefits strategy.

Brown & Brown also evaluates the quality of the member experience through available carrier and vendor reporting, employee feedback, service trends, and utilization data. This may include monitoring claims issues, customer service concerns, provider access, network disruption, employee engagement, and vendor responsiveness.

Wellness and disease management reporting may vary by carrier or program, but may include participation levels, biometric screening results, health risk assessment data, preventive care compliance, chronic condition engagement, coaching participation, and aggregate health trend information. Brown & Brown uses this information to help identify opportunities for targeted education, wellness campaigns, disease management outreach, and cost-containment strategies.

Covered members may also have access to carrier portals, mobile applications, wellness platforms, and claims transparency tools that allow them to track claims, review Explanation of Benefits statements, monitor deductible and out-of-pocket accumulators, access wellness incentives, and find cost-effective providers or services. Brown & Brown supports the City in promoting these tools to improve employee engagement, health literacy, and cost-conscious decision-making.

Through this reporting approach, Brown & Brown ensures the City of Destin receives timely, relevant, and practical information to evaluate plan performance, support wellness initiatives, manage costs, and enhance the overall employee benefits experience.

Required Forms

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 26-04-HR
INSURANCE AGENT-BROKER OF RECORD

JUNE 23, 2026

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFP NO. 26-04-HR. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: Please provide the current broker/agent compensation structure for all active lines of coverage, including health, dental, vision, life, disability, hospital indemnity, COBRA-related services, and any voluntary benefits. Include any bonus, override, contingency, or other direct or indirect compensation paid to the broker/agent by each carrier or vendor for City of Destin.

Response: Schedule of Fees:
Group Health: 2.25%
Group Dental: 10%
Group Vision: 10%
Group Life: 10%
Group Disability: 10%
Hospital Indemnity: 15% .

Question: May respondents propose net-of-commission, flat-fee, commission, or no separate broker compensation?

Response Yes. Respondents may propose flat or variable fees, commissions, net-of-commission, or another transparent compensation arrangement. Full direct and indirect compensation disclosure is required.

Question Full market review for September 1, 2026 renewal or work with existing carriers first?

Response: The selected broker is expected to negotiate with current carriers and market coverage to competing carriers. Due to the compressed timeline, respondents should be prepared to work with current carriers while also identifying viable market alternatives.

1

Question: Current enrollment platform / benefits administration system?

Response: Employee Navigator is the benefits administration/enrollment platform.

Question: Are carrier file feeds and payroll integration in place? What payroll system is used?

Response: Employee Navigator supports carrier and payroll integrations. The city currently uses UKG as a payroll system.

Question: Does the City use COBRA, Section 125/FSA, ACA, or compliance vendors? Are these in scope?

Response The scope includes COBRA enrollment assistance and ACA/compliance support.

Question: Can the city provide an example of the insurance agent-broker services contract?

Response: Sample contract attached.

Question: Who covers the cost of the benefits administration system?

Response: Incumbent broker.

Question: Is there currently a wellness program in place? If so, is it through a third-party vendor or medical carrier?

Response: Yes, through the carrier.

Question: Tab 7(H) asks about monthly and annual paid claims and experience reports. Can the City confirm whether the current health plan is level-funded or self-funded

Response: The City's current health plan is fully insured.

Question: What benefits administration or HRIS system is the City currently using?

Response: Employee Navigator for benefits Administration and UKG for HRIS

Question: Does the City already have its September renewal in-house

Response: No. Renewal negotiations and marketing activities are expected to occur following broker selection.

Question: With a July 6 broker decision date and August open enrollment for a September 1 effective date, how quickly can the City provide an enrollment census?

Response: The City will make enrollment and census information available to the selected broker within 24 hours following award.

Question: Are any of the contracts multi-year (health, dental, vision, etc.)?

Response: Existing employee benefits coverages are renewed annually.

Question: How does the City run its current open enrollment and for how long?

Response: Open enrollment is conducted annually with support from the incumbent broker. The broker assists with employee communications, enrollment meetings, enrollment materials, and administration of enrollment activities. Open enrollment timing may vary based on renewal negotiations and carrier requirements-typically 2 pay periods prior to renewal date.

Question:
The bid opening date for 26-04-HR remains June 26, 2026 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Matthew Montgomery
Print Name

Signature

6/24/2026
Date

3

Required Forms

Appendix C: Schedule of Fees

APPENDIX C
SCHEDULE OF FEES

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

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

APPENDIX C
Schedule of Fees RFP 04-HR

Proposal of:

Line of Business	Commission	Fee	Comments
Group Health Insurance	2%		
Group Dental Insurance	5%		
Group Vision Insurance	10%		
Group Life Insurance	10%		
Group Disability Insurance	10%		
Hospital Indemnity	10%		

If the City prefers an annual flat fee structure, we propose the following:
$35,000 annually

Required Forms

Appendix D: Carrier Information

Attach additional sheets in this format as needed.

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

APPENDIX D
CARRIER INFORMATION

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

APPENDXIX D
Carrier Information City of Destin (RFP 04-HR)

Proposal of:

Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
Florida Blue	**Health/Ancillaries**	82	Erika Shaw	(850) 759-2019
Cigna	**Health/Ancillaries**	46	Michael Ferrone	(813) 326-9308
Aetna	**Health /Ancillaries**	85	Alex Harkins	(321) 299-3178
United Healthcare	**Health/Ancillaries**	44	Amber Williams	(904) 502-2730
The Standard	**Dental**	84	Garrett Berman	(813) 486-8410
MetLife	**Dental**	84	Dave Gartrell	(386) 527-2603
Guardian	**Dental**	84	Cory Dueitt	(205) 789-1055
Humana	**Dental**	84	Laura Nolan	(904) 233-5606
The Standard	**Life**	84	Garrett Berman	(813) 486-8410
MetLife	**Life**	84	Dave Gartrell	(386) 527-2603
Guardian	**Life**	84	Cory Dueitt	(205) 789-1055
Securian/Minnesota Life	**Life**	11	Kyla Von Rueden	(651) 870-1446
The Standard	**Disability**	84	Garrett Berman	(813) 486-8410
MetLife	**Disability**	84	Dave Gartrell	(386) 527-2603
Guardian	**Disability**	84	Cory Dueitt	(205) 789-1055
Securian/Madison National	**Disability**	11	Kyle Von Rueden	(651) 870-1446
Colonial Life	**Hospital Indem**		Chris Ginakes	(386) 547-9409
AFLAC	**Hospital Indem**		Brian Shane	(813) 447-8084
Allstate (Now part of The Standard)	**Hospital Indem**		Garrett Berman	(813) 486-8410
ADDITIONAL 3:				
Mutual of Omaha		83	Jodi Quintana	(407) 691-3359
SunLife			Brandon Davis	(813) 335-0883
Lincoln		84	Ellen Kilby	(864) 275-8267

Required Forms

Appendix E: Drug-Free Workplace Certification

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

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Risk Management Associates, Inc.

ADDRESS: 300 North Beach Street

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

TELEPHONE NUMBER: (386) 239-7245

SIGNATURE: _____ DATE: 6/18/2026

NAME (TYPED OR PRINTED): Matthew Montgomery

TITLE: Executive Vice President

Required Forms

Appendix F: Public Entity Crimes Statement

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

APPENDIX F
PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract # RFP 26-0-HR Insurance Agent- Broker of Record

2. This sworn statement is submitted Risk Management Associates, Inc. whose business address is 300 North Beach Street Daytona Beach, FL 32114

and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

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

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

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

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

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

_____
(Signature)

Date: 6/18/2026

STATE OF FLORIDA

COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 18 day of June, 20~~18~~ 26, and is personally known to me, or has provided _____ as identification.

Victoria L Reedy
Notary Public

My Commission expires 5/24/2030

VICTORIA L. REEDY
Notary Public
State of Florida
Comm# HH763261
Expires 5/24/2030

Required Forms

Appendix G: Sample Contract

SAMPLE DISCLAIMER

This contract template is provided as a sample for informational purposes only and does not constitute a binding legal document between the parties. The terms and conditions outlined herein are subject to change based on specific circumstances and applicable laws. If you wish to formalize the relationship, please reach out to your contact at the company to obtain an official contract.

BROKER SERVICES AGREEMENT

THIS BROKER SERVICES AGREEMENT (this "Agreement"), effective _____ (the "Effective Date"), is made by and between _____, a(n) _____ ("Company"), and BROWN & BROWN INSURANCE SERVICES INC., a Florida corporation ("Broker").

Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

   Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated in Schedule A.

4. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:
   - **4.1** Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.
   - **4.2** Company shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.
   - **4.3** Company shall timely pay all premiums and fees.
   - **4.4** Company shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance to Company.

5. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

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5.1 The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance and any commission that may be received by Broker from an insurance company for the Lines of Insurance.

5.2 It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company.

5.3 Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of five percent (5%) to fifteen percent (15%) of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

5.4 If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

5.5 Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

5.6 Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

5.7 Company acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality**. To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public

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availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. Termination.
   - **7.1** Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.
   - **7.2** Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of _____ if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.
   - **7.3** (c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.
   - **7.4** Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.
   - **7.5** Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail and/or Email to:

To: Attn: Email:	To: Attn: Email: With copy to: Brown & Brown, Inc. 300 N. Beach Street, Daytona Beach, FL 32114 Attn: Legal Department Email: legal.notice@bbins.com

or such other address as either shall give to the other in writing for this purpose.

9. Indemnification.

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9.1 Broker's Indemnification of Company. Broker shall indemnify, defend, and hold Company and its subsidiaries and affiliates and their respective officers, directors, employees, and agents harmless, to the maximum extent permitted by law, from and against any and all losses, damages, costs, expenses, (including, without limitation, reasonable attorneys fees), or other liabilities ("Losses") incurred by Company to the extent arising out of or relating to Broker's negligence, fraud, or willful misconduct in its performance of the Services. Company agrees that it will promptly notify and tender the defense to Broker of any indemnified claim, provided that Company's failure to provide prompt notice shall not relieve Broker from liability herein except to the extent Broker is prejudiced by such failure, and Broker shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Broker shall obtain Company's consent in the event of any settlement, which consent shall not be unreasonably withheld. Company may participate in the defense of any indemnified claim at its own expense.

9.2 Company's Indemnification of Broker. Company shall indemnify, defend and hold Broker and its subsidiaries and affiliates and their respective officers, directors, employees, agents, and representatives harmless, to the maximum extent permitted by law, from and against any and all Losses incurred by Broker to the extent arising out of or relating to negligence, fraud, or willful misconduct, of Company or Company's other contractors or vendors (including but not limited to Losses arising out of or relating to errors or omissions made by such other contractors or vendors) other than Losses arising out of or relating to Broker's breach of this Agreement or Broker's negligence, fraud, or willful misconduct in its performance of the Services. Broker agrees that it shall promptly notify and tender the defense to Company of any indemnified claim, provided that Broker's failure to provide prompt notice will not relieve Company from liability herein except to the extent Company is prejudiced by such failure, and Company shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Company shall obtain Broker's consent in the event of any settlement, which consent will not be unreasonably withheld. Broker may participate in the defense of any indemnified claim at its own expense.

10. Governing Law; Venue; Waiver of Jury Trail. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of #[EB_STATE]# without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction. The Parties waive any right to a trial by jury in the event of litigation arising out of this Agreement.

11. Limitation of Liability. The parties agree that Broker, its officers, directors, agents, and employees, shall not be liable to Company, under any theory of law including negligence, tort, breach of contract, or otherwise, for any Losses that exceed the annual Fees actually paid to Broker with respect to the Services in question. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. Severability/Entire Agreement. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated

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subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

14. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

[The remainder of this page is intentionally left blank.]

SAMPLE

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SCHEDULE A
BROKER SERVICES

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: _____

Services are as follows:

a. Evaluate Company's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Company to review Company's risk management program.
b. Review and analyze Company's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Company's insurance program.
c. Analyze current insurance market conditions and advise Company of significant implications for Company's insurance program.
d. Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by Company.
e. Secure and bind all coverage accepted by Company.
f. Review policies and endorsements for conformity to Company's specifications and deliver coverage binders, policies, and endorsement to Company.
g. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
h. Analyze past and current claim and loss history information and advise Company of significant implications for Company's insurance program.
i. Other services

OR

Strategic Planning & Objective Setting

- Benefit plan consultation, interviews, and design with all stakeholders
- Quarterly stewardship reviews & carrier/vendor meetings as required
- Multi-year strategic readiness assessment, healthcare plan of action and long-term objectives support
- Development and maintenance of annual and/or multi-year service calendar(s)

Marketing, Negotiating, Consulting, & Implementation

- Requests for Proposals (RFP) development, marketing, and implementation support of the following insurance benefit programs, where applicable:
  - Medical/Rx carriers, administrators, and networks
  - Specific and aggregate stop-loss
  - Ancillary lines to include dental, vision, life, disability, and/or voluntary worksite benefits
  - FSA, HSA, COBRA, FMLA and additional leave administration
  - Telehealth, advocacy, and pricing transparency tools
  - Wellness, onsite medical clinics, and disease management programs

Account Management Services

- Benefit program knowledge and daily support
- Daily access to a dedicated Account Management Team
- Claim or vendor service issue intervention and advocacy

Human Resource Support Services

- HR services through third party expertise (Mineral) providing support and advice on a variety of complex HR issues

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- 100% 'live answer" HR hotline to professional HR advisors
- Online portal hosting various Human Resources forms, documents, tools, checklists, and templates
- Access to 200+ on-demand management and employee training courses
- Access to job description builder and salary benchmarking tools
- Access ACA, HR and benefits compliance support

Benefits Administration Technology

- Benefits Administration Technology needs assessment and goal setting
- Functional vendor capabilities comparisons
- Facilitation of vendor interview process

Compliance & Legislation Leadership

- Form 5500 preparation assistance or 3rd party vendor alignment for client e-signature ready review and filing
- General compliance review of the customer's health and welfare benefit plan(s)
- Client-specific program review supporting ERISA, Section 125, ACA General Topics, ACA Employer Mandate, Reporting Under the Employer Mandate, COBRA, Wellness Plans, Self-Insured Plans, and HIPAA Privacy and Security through internal compliance team
- Ongoing education and customer support interpreting new laws and regulations impacting employee benefits
- Timely updates on employee benefit topics, including the ACA, HIPAA, FMLA, state laws, and other regulatory changes impacting employee benefit plans
- Local compliance webinars and seminars hosted throughout the year

Employee Communication & Education

- Customized Mobile Benefits Platform
  - Benefit plan information, virtual ID cards, and all carrier/vendor information available on mobile smart phone, tablet, or online 24/7/365
  - Custom initial design for health plan offerings
  - Custom initial design for employee populations or geographies
  - Annual maintenance and platform update based on renewal plan design changes
- Development of customized open enrollment brochures
- Development of digital benefit Flip Books and PowerPoints
- Third Party Concierge Enrollment Solution sourcing and deployment

Health & Wellness Consultation

- Benefits plan design model and assessment to include wellness initiatives, behavioral health, predictive modeling, and large case management
- Implementation support and ongoing oversight of outcomes-based wellness program where desired
- Evaluation of wellness vendor activities, strategies, and outcomes pre and post program implementation
- Year-round health strategies planning and support
- Customized Health & Wellness program ROI evaluation using Health Plan Intelligence (HPI) client-specific claims analytics where available

Medical Plan Design Management

- Plan design evaluation, guidance, recommendations, and performance analysis
- Plan design and employee contribution modeling including strategic considerations to improve employer risk pool
- Analysis of full "member burden" incorporating actuarial value of plan design and employee contributions

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- Regular reporting and monitoring of current and potential high-cost claim activity
- Modeling of alternative plan offerings and design components to improve program efficiency
- Actuarial analysis of plan value and recommendations for alternative plan offerings

Financial Analytics

- Analytics package including loss ratio tracking, year to date comparison, projected costs vs. actual costs, and employee/employer contribution tracking. Reporting structure customized as requested by client, including location and plan
- Annual demographic analysis of population including review of pre- and post-enrollment migration activity
- Forecasting including trends/budget analysis
- High case/specific stop-loss analysis
- Annual COBRA premium rate development
- Annual IBNR calculation provided

Predictive Modeling and Claims Data Analytics

- Annual Claims Analytics review and report, providing management level, key performance indicator analysis and utilization benchmarking
- Risk-adjusted predictive modeling based on Johns Hopkins Risk Adjustment Model dataset
- Plan design modeling application quantifying the impact of medical and pharmacy plan design alternatives based on actual claims from prior plan year
- Ability to accept, scrub, and synthesize datasets from multiple sources (onsite clinic, health risk assessment, short term disability, workers comp, etc.)

Prescription Drug Program Management

- Focused pharmacy reporting provided in monthly reports
- Pharmacy plan design consultation and benchmarking
- Access to pharmacy specialist to provide industry information and education
- Optional attendance of pharmacy specialist in Carrier/PBM meeting
- Optional access to Brown & Brown proprietary PBM pricing and contract terms (MPA), separate fee structure applies
- Other pharmacy benefit consulting services are available for an additional fee (ex.- RFP, Audits, Market Checks, etc.)

International Benefits Consulting

- Partner with global network of brokers and carriers for seamless support of multinational clients
- Single point of contact service model for all international benefit needs including coverage for local nationals, business travelers, and expatriates
- Understanding the client's international business goals and total rewards strategy
- Country benefit overviews and benchmarking
- Compliance checks of all existing benefit plans
- Day-to-day consulting support including annual renewal coordination, plan re-marketing, compliance updates, and issue resolution

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SCHEDULE B
COMPENSATION

Broker Services Fee:

In consideration of the Services, Company shall compensate Broker in the amount of _____ DOLLARS AND _____/100 ($_____) (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement. The Fee shall be paid in monthly installments and Company shall remit payment to the Broker within thirty (30) days of the receipt of each invoice.

THIS LANGUAGE IS SPECIFICALLY FOR RISK SOLUTIONS:

In consideration of the Services, Company shall compensate Broker in the amount of _____ DOLLARS AND _____/100 ($_____) (the "Broker Services Fee"). The Broker Services Fee shall be fully earned [note: remove fully earned for installments or prebills] and remitted to Broker no later than thirty (30) days from date of Broker's invoice (note: any requests for payment beyond forty-five (45) days requires approval from Kim Jenis], transmitted electronically and/or hard copy mailed, reflecting the full amount due and payable based on a mutually agreed to schedule of installments or other allocation of the fee over the subject term of the agreement. Company is to remit payment to Broker via to insert preference of transmission method. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company any commission that may be received by Broker from an insurance company for the Lines of Insurance.

In addition to above, it is further hereby agreed to and consented by the parties that for all insurance coverage placements and services performed at the request of Company that are outside the scope of services as set forth in Schedule A of this Agreement, Broker is permitted compensation set forth more specifically as follows:

Broker is permitted to receive market standard commission of one percent (1%) to fifteen percent (15%) and/or per carrier terms on any new lines of coverage or programs beyond that of which is set forth in Schedule A.

Broker will be permitted to receive commission not to exceed fifteen percent (15%) and/or per carrier terms on any additional limits purchased on any existing program as well as any transactional program to be placed resulting from an acquisition or run-off for the Named Insured and/or any Subsidiaries,

Broker compensation as outlined above does not include US Wholesale Broker(s), London Wholesale Broker(s), and Bermuda Wholesale Broker(s). These brokers will only be utilized when necessary to gain access to certain insurance carriers/markets, or when specific to the benefit of Company.

Furthermore, any project work or services requested by Company beyond the scope of services as set forth in Schedule A of this Agreement that includes but is not limited to consulting, loss control visits and reports and support for business continuity planning, will be for an additional agreed fee to Broker as more specifically set forth in an addendum to this Agreement.

Insurer Commissions:
Any new lines of coverage placed subsequent to the effective date of this Agreement the Broker will receive standard commissions from the insurance companies.

[IF CHARGING FEE IN ADDITION TO COMMISSION FOR LINES OF COVERAGES OUTSIDE OF SCHEDULE A:
Company acknowledges and understands that Broker may receive compensation from the selling insurer, the amount of which may vary depending on the insurer. If Company purchases _____ insurance from an insurer that has agreed to pay Broker a commission, the amount of the commission will be calculated as a percentage of premium ranging from one percent (1%) to fifteen percent (15%) and/or per carrier

SAMPLE DISCLAIMER

This contract template is provided as a sample for informational purposes only and does not constitute a binding legal document between the parties. The terms and conditions outlined herein are subject to change based on specific circumstances and applicable laws. If you wish to formalize the relationship, please reach out to your contact at the company to obtain an official contract.

terms. Company understands that it may request from Broker specific information on commissions to be received from specific insurers from which insurance quote are obtained for the Company.

[IF CHARGING FEE IN ADDITION TO COMMISSION FOR LINES OF COVERAGES ON SCHEDULE A:
Company acknowledges and understands that Broker may receive compensation from the selling insurer, the amount of which may vary depending on the insurer. If Company purchases insurance from an insurer that has agreed to pay Broker a commission, the amount of the commission will be calculated as a percentage of premium ranging from one percent (1%) to fifteen percent (15%) and/or per carrier terms. Company understands that it may request from Broker specific information on commissions to be received from specific insurers from which insurance quote are obtained for the Company.

[IF CHARGING A FEE IN LIEU OF COMMISSION:
Broker agrees that it will not receive any commission for the placement of Company's insurance business outlined in Schedule A. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.

SAMPLE

Sample Benefit Guide

SAMPLE

EMPLOYEE BENEFIT GUIDE

October 1, 2026 through September 30, 2027

This document is designed to provide basic information regarding benefit plans and programs available to eligible employees. This document merely summarizes the employee benefit plans and programs and does not detail all of the terms, conditions, restrictions, and exclusions contained in the plan documents, carrier contracts and/or Summary Plan Descriptions (SPD) (the "plan documentation") for the various benefit plans and programs. Every reasonable effort has been made to ensure the accuracy of the information contained in this document; however, in the event of a discrepancy between the information in this document and the plan documentation, the provisions described in the plan documentation will govern. This document does not create any contractual rights for any current or former employee, or for any other individual. The provisions of the applicable plan documentation will govern the determination of any individual's rights under any employee benefit plan or program. Your employer reserves the right to amend or terminate any of its employee benefit plans and programs at any time and without notice or cause.

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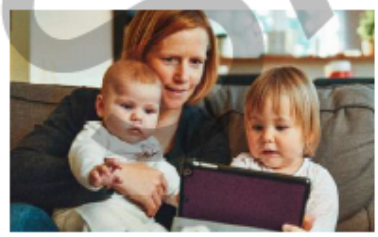
SAMPLE



WELCOME

"Client name" is committed to providing our employees with a comprehensive benefits program to help you stay healthy and feel secure. This booklet will describe those benefits which include medical, dental, vision, life/AD&D, short term disability, long term disability, accident, critical illness, hospital indemnity, and universal life insurance. For a detailed description of these benefits please refer to the applicable Certificates of Coverage.

ANNUAL OPEN ENROLLMENT

During the annual open enrollment period, you may make changes to your benefit plan elections and/or the family members you cover. Changes can only be made outside of the annual enrollment period if you experience a qualified life event. Open Enrollment for our benefit plans will be conducted September 18th through September 23rd. Elections you make during open enrollment will become effective October 1, 2026.

WHAT'S NEW FOR 2026-2027

Medical Insurance

- Moving carriers to FL Blue with new network (BlueOptions)
- Per pay deductions are increasing for all employee paid coverage

Dental Insurance

- No change to plans
- Per pay deductions are decreasing

Vision Insurance

- No change to plans or per pay deductions

Basic and Voluntary Life/AD&D & Disability

- Decrease to per pay cost for Voluntary Life/AD&D and Short-Term Disability

WHO WE COVER

Employees are eligible to participate in "Client Name" employee benefits program:

- If they work 30 or more hours a week. Coverage will be effective 1st of the month following date of hire.

Dependent Eligibility

A dependent is defined as the participant's legal spouse and dependent child(ren) of the participant or participant's spouse. Dependent children may be covered as follows:

- Medical
  - ❑ To the end of the calendar year following their 26th birthday with no eligibility requirements
  - ❑ To the end of the calendar year of their 30th birthday if:
    - ❑ unmarried and do not have a dependent of their own
    - ❑ a resident of Florida or a student
    - ❑ are not enrolled in any other health plan
    - ❑ are not entitled to benefits under Title XVIII of the Social Security Act unless the child is a handicapped or dependent child
- Dental & Vision
  - ❑ To age 26 if unmarried or dependent on the subscriber for support

SAMPLE

HOW TO ENROLL

Welcome to Our New Benefits Portal!

Our benefits portal gives you a direct line to our benefits information in one secure and convenient location that can be viewed from any computer with Internet access, at any time.

Getting Started

New Users

To log in, go to bswift.com

Your **username** is your First Initial of your first name + Full Last Name + the 4 digits of your birth year.

Your **password** is the last four digits of your SSN. After you successfully log in for the first time, you will be prompted to change your password to something unique.

Existing Users

Forgot Password?

Click the link to reset your password by entering your personal information. This will allow you to reset your password yourself.

Protect Your Password

Your unique username and password grant you access to your personal information. This electronic 'signature' carries the same authority as your handwritten signature: It authorizes all your elections. **Keep this information secret!**

Time to Enroll?

An enrollment panel will appear on your home page. Carefully review all the text under Enrollment Highlights, and Documents under Featured Documents, and then click:

Start Your Enrollment

You must first confirm your demographic information for yourself and add any dependents you plan to enroll.

You may be asked pre-enrollment questions next. Please answer carefully and then click "Continue".

The Benefit Enrollment Landing Page will list all the benefits you are eligible to enroll in.

You must complete enrollment (either enroll or waive) for every benefit before you will be allowed to finalize your enrollment.

IMPORTANT: IF YOU DO NOT COMPLETE THE ENTIRE ENROLLMENT PROCESS, WHICH CONCLUDES A CONFIRMATION STATEMENT, YOU WILL NOT BE ENROLLED IN ANY BENEFITS!

SAMPLE

HOW TO ENROLL

Electing Benefits

Some benefits may already be marked as completed; these are typically group benefits that you cannot waive. To see plan details, click "**View Information**".

Most benefits will require you to make a choice.

If you know you want to waive, click "**I don't want this benefit (waive)**".

To explore plan options and possibly enroll, click "**View Plan Options**".

Follow the instructions for each benefit plan to make your choices.

Some plans may allow you to utilize a tool called Ask Emma to help you decide whether to enroll and which plan may best fit your needs. Look for:

You can also click 'View Plan Details' to access more plan documents for a full understanding of each plan.

In addition, each benefit plan type provides helpful FAQs to teach you more about a benefit.

Completing Your Enrollment

When you have made all your benefit selections, click "**Continue**".

You will be prompted to elect beneficiaries for your certain benefits. Make sure to designate one Primary Beneficiary. Secondary Beneficiary are optional.

On the next screen, review your elections and read the enrollment agreement notice.

Check the "**I agree, and I am finished with my enrollment**". This is your electronic signature.

Click "**Complete Enrollment**".

Once enrollment is complete, you can view and print your Confirmation Statement and review any reminders for pending enrollments.

Additional Features

Home Page

Tour: When you take the tour, you can see all the panels available to you on your homepage.

My Benefits

Current Benefits: Click here to see a detailed statement of all your benefits.

New Elections: If there is a current enrollment event, your new selections are displayed in a statement on this page.

Life Event: Having a baby? Getting Married? You can use this function to change your benefits based on the life event that you choose. This will pend for HR approval. Additional documentation may be required for proof of your life event.

My Profile

Personal/Family Information: If you need to update demographic information for yourself or a family member, you can do it here.

Beneficiaries: Keep your life insurance beneficiaries updated here.

Mobile Compatibility

Application: In the app store, you can download the 'bswift' app. Our company code is ABC.

Mobile Site: This website is mobile compatible if you go to .bswift.com or there is a link to the site in the bswift app. You can use the full functioning site through your phone.

Library

Content: To view plan documents and additional information provided from your HR Department, click the **Library** link in the top navigation. The library provides you with Summary of Benefits, Forms, and additional information as well as quick links to websites that you may use frequently.

Help: Comprehensive FAQs are provided to help you with all aspects of the software and answer many questions you may have. Click...

SAMPLE

QUALIFIED LIFE EVENTS

Premiums for medical, dental, and vision insurance are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code (IRC) and are pre-tax to the extent permitted. Under Section 125, changes to your pre-tax benefits can be made ONLY during the Open Enrollment period unless you or your qualified dependents experience a qualifying event and the request to make a change is made within 30 days of the qualifying event. An "eligible" qualifying event is determined by the Internal Revenue Service (IRS) Code, Section 125.

• Marriage	• Divorce or legal separation (subject to State regulations)
• Death of spouse, child or other qualified dependent	• Birth, gain legal custody or adoption of child
• Gain or loss of other group coverage (including Medicare coverage)	• Change in employment status for employee, spouse or dependent
• Change in residence due to an employment transfer	• Change of dependent status
• An increase or decrease in your work hours causes eligibility or ineligibility	• Losing eligibility for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60-day notification period).

IMPORTANT

If you experience a qualifying event, **you must contact Human Resources within 30 days of the qualifying event** to make the appropriate changes to your coverage. Beyond 30 days, requests will be denied and the employee may be responsible both legally and financially for any claim and/or expense incurred as a result of the employee or a dependent who continues to be enrolled but no longer meets eligibility requirements. You will be required to furnish valid documentation supporting a change in status or "Qualifying Event."

SAMPLE

MEDICAL INSURANCE TERMS

Coinsurance
Coinsurance is the percentage of the medical services you are responsible to pay after the deductible has been met. Once you have met your deductible for the plan year, you pay the coinsurance amount up to the out-of-pocket maximum.

Copay
A fee you pay every time you get medical care or a prescription. Copays can vary based on where you get care.

Deductible
A deductible is the amount of money you must pay before the plan begins paying benefits for specified services. Deductibles do not apply to all services- see summary plan description for application.

Embedded Deductible
Plan begins paying benefits that require cost sharing for the first family member who meets the per-person deductible. Once one or more of the remaining family members meet the family deductible the plan pays benefits for all covered family members.

Explanation of Healthcare Benefits (EOB)
A letter you receive after getting care that shows costs, the amount the health plan is expected to pay and the amount you are expected to pay. You do not pay anything when you receive an EOB.

Non-Embedded Deductible
When the family deductible is met the plan beings sharing costs for each member. The deductible can be met by one or combination of family members.

Out-of-Pocket Maximum
The out-of-pocket maximum is the maximum amount you will pay, inclusive of copayments/coinsurance and deductibles for covered services, in a plan year. Once you have reached the out-of-pocket maximum during a policy year the plan pays any remaining eligible services at 100%.

Premium
Your regular payment to your health plan. Generally, a higher premium means lower monthly out-of-pocket costs, and a lower premium means higher out-of-pocket costs. Your premium does not count towards your deductible or out-of-pocket maximum.

Plan Milestones and Stages

1. When your plan begins, you're in the first stage. You pay for all your covered medical costs until you hit the **deductible**.
2. After hitting your deductible, you enter the next stage. You now pay only a percentage of your medical costs and the health plan pays the rest. This is the **coinsurance** stage of your plan.
3. The coinsurance stage lasts until you reach the **out-of-pocket** maximum. At that point, the plan starts paying for all covered medical costs for the rest of the plan year.

SAMPLE

MEDICAL INSURANCE TERMS

In-Network
In-network refers to providers or health care facilities that are part of a health plan's network of providers with which it has negotiated a discount. Insured individuals usually pay less when using an in-network provider because those networks provide services at lower cost to the insurance companies with which they have contracts. Example: You go to a doctor, and the total charge is $250. You will receive a discount of $75 because you went to an in-network doctor and the negotiated rate with the doctor is lower. The insurance company pays $155. You pay what's left, which is $20.

Out-of-Network
Out-of-network refers to physicians, hospitals or other health care providers who are considered nonparticipants in an insurance plan or network. Depending on an individual's health insurance plan, expenses incurred by services provided by out-of-network health professionals may not be covered or covered only in part by the individual's insurance company. Example: You go to a doctor, and the total charge is $250. You will not receive a discount because the doctor is out-of-network. The insurance company still pays $155, but you'll be responsible for what's left, which is $95.

PPO/Copay Plan vs. High Deductible/HSA Plan
A copay plan offers convenient copays for office visits and prescriptions for ease and low costs for your everyday care needs. The High-Deductible Health Plan has higher deductible limits which apply to all non-preventative services and no copays but offers an HSA to save for current and future out-of-pocket healthcare expenses. Remember, your annual wellness visit is covered at 100%, regardless of plan choice, so don't forget to have your annual wellness visit.

SAMPLE

FLORIDA BLUE HELPFUL TOOLS

MyBlueService™: MyBlueService™ is a personalized web portal designed to help provide answers to some of your most common health needs. Your unique and confidential user identification code and password gives you access to your personal benefit information 24 hours a day, 7 days a week.
With MyBlueService™ you can:

- Check the status of any claims
- Get details on your plan's benefits
- Order a replacement identification card
- Request a benefits booklet
- Access claim forms and other frequently requested forms
- Search for a participating hospital or provider
- Access a map with detailed directions to participating providers and hospitals

Blue365™:
Florida Blue offers its members a program of products and services called Blue365™ to help offset the rising costs associated with healthcare by offering discounts on a variety of products and services. Some of these programs and discounts include:

- Enhanced vision care discount program
- Weight management programs
- Family health & wellness facilities
- Fitness centers
- Contact lens mail order service
- Hearing aid discount programs
- Alternative Medicines, and much more....

For more information on Blue365™, visit www.blue365deals.com

Healthy Resources
As a Florida Blue member, health-related information and support is available to you at no cost, 24 hours a day, 7 days a week. Information and support is provided through:

- Health Coaches — You can speak privately with experienced, licensed, health care professionals, including RN's, dieticians, and respiratory therapists 24 hours a day, 7 days a week.
- Web-based information tools where you can search over 27,000 pages of up-to-date, easy to understand information on more than 1,900 clinical topics including medical tests and medications.
- Audio tapes — Via the telephone, you may listen to audiotapes on more than 300 health care topics.

Florida Blue Mobile
A mobile website designed for everyone, that works on any Smartphone—just type in bcbsfl.com from your mobile browser. On Florida Blue Mobile you can access health information, get a snapshot of your benefits and accumulators such as deductible and out of pocket maximum. You can also access and see an image of your ID card. You can find a doctor, hospital or specialist in the provider directory customized to your plan. Get details and map it using your GPS location.

SAMPLE

Florida Blue

FLORIDA BLUE MEDICAL INSURANCE

Network: BlueOptions

Website: floridablue.com

Medical Plan Highlights	HDHP/HSA PLAN 5180/81	
	PPO Network	Non-Network
Annual Deductible	$1,650 / $3,300 (Family)	$3,300 / $6,600 (Family)
Coinsurance	10%	40%
Annual Out of Pocket Maximum (Includes Deductible & Copays)	$3,300 / $6,600 (Family)	$6,600 / $13,200 (Family)
Preventive Care	100% Covered	Coinsurance
Virtual Visit (PCP/Specialist)	$0 Copay / Deductible + Coinsurance	No Coverage
Office Visit (PCP)	Deductible + Coinsurance	Deductible + Coinsurance
Office Visit (Specialist)	Deductible + Coinsurance	Deductible + Coinsurance
Outpatient Surgery	Deductible + Coinsurance	Deductible + Coinsurance
Inpatient Hospitalization	Deductible + Coinsurance	Deductible + Coinsurance
Emergency Room	Deductible + Coinsurance	Deductible + 10% Coinsurance
Urgent Care	Deductible + Coinsurance	Deductible + 10% Coinsurance
Lab/X-Ray	Independent Lab: Deductible X-Ray: Deductible + Coinsurance	Deductible + Coinsurance
Advanced Imaging	Deductible + Coinsurance	Deductible + Coinsurance
Prescription Drugs Generic Preferred Brand Non-Preferred Brand Specialty	Subject to Medical Deductible $10 Copay $30 Copay $50 Copay $250 Copay	Subject to Medical Deductible 50% Coinsurance
Mail Order Prescription Generic Preferred Brand Non-Preferred Brand Specialty	Subject to Medical Deductible $25 Copay $75 Copay $125 Copay No coverage	No Coverage

For limitations & exclusions, please refer to certificate of coverage or benefit summary.

SAMPLE

FLORIDA BLUE MEDICAL INSURANCE

Network: BlueOptions

Website: floridablue.com

Medical Plan Highlights	PPO PLAN 3768	
	PPO Network	Non-Network
Annual Deductible	$250 / $750 (Family)	1,000 / $3,000 (Family)
Coinsurance	0%	50%
Annual Out of Pocket Maximum (Includes Deductible & Copays)	$3,000 / $6,000 (Family)	$6,000 / $12,000 (Family)
Preventive Care	100% Covered	Coinsurance
Virtual Visit (PCP/Specialist)	$0 Copay / $45 Copay	No Coverage
Office Visit (PCP)	Value Choice: $0 Copay Primary Care: $20 Copay	Deductible + Coinsurance
Office Visit (Specialist)	Value Choice: $20 Copay Primary Care: $45 Copay	Deductible + Coinsurance
Outpatient Surgery	$300 Copay	Deductible + Coinsurance
Inpatient Hospitalization	$700 Copay	Deductible + Coinsurance
Emergency Room	$200 Copay	$200 Copay
Urgent Care	Value Choice: $0 Copay visit 1 & 2 ($50 Copay all additional visits), Urgent Care: $50 Copay per visit	Deductible + Coinsurance
Lab/X-Ray	Value Choice: $20 Copay Lab: $0 Copay X-Ray: $50 Copay	Deductible + Coinsurance
Advanced Imaging	$200 Copay	Deductible + Coinsurance
Prescription Drugs Generic Preferred Brand Non-Preferred Brand Specialty	 $10 Copay $30 Copay $50 Copay $250 Copay	50% Coinsurance
Mail Order Prescription Generic Preferred Brand Non-Preferred Brand Specialty	 $25 Copay $75 Copay $125 Copay No coverage	No Coverage

For limitations & exclusions, please refer to certificate of coverage or benefit summary.

SAMPLE

WHERE TO GO WHEN SEEKING MEDICAL ATTENTION

Do not pay more than you must for medical care. The emergency room is meant for emergencies such as life threating illnesses and injuries. Walk-in-clinics are designed to treat common ailments, provide basic primary health care, and are typically staffed by nurse practitioners and sometimes a physician's assistant. Urgent care facilities are designed to treat patients who are suffering from acute, non-life-threatening illnesses and injuries that are beyond the capacities of a regular walk-in-clinic and are typically open for extended hours. To maximize savings, use in-network facilities.

Reasons to see your Primary Care Physician:

Chronic Conditions such as:

- Hypertension/High Blood Pressure
- Diabetes/High Blood Sugar
- High cholesterol
- Heart disease
- Arthritis
- Depression

Acute Conditions such as:

- Headache and/or fever
- Urinary tract infection
- Minor injuries
- Back, neck, shoulder, knee and/or hip pain

Benefits of visiting your PCP:

- Low copay
- Medical history is available
- Established relationship with your doctor and clinical staff

Reasons to use a Virtual Visit:

- Cough, cold or flu
- Minor strains & sprains
- Bronchitis & sinus infection
- Skin & eye issues
- Upset stomach
- Urinary tract/bladder infections
- Rashes
- Pink eye
- Pediatric issues
- Psychological issues
- Visit with a licensed therapist

Benefits of virtual visits:

- 24/7 access to care
- Low copay
- Board certified physicians
- Nationwide network
- Available on smartphone or tablet
- Use when PCP, Urgent care or Extended Hour Care Center are unavailable to you

Reasons to visit an Urgent Care:

- Acute minor trauma
- Cough, cold or flu
- Upper respiratory infections
- Strains, sprains & fractures
- Minor allergic reactions and asthma attacks
- Immunizations
- Back, neck, shoulder, knee and/or hip pain
- Minor lacerations, burns and other small wounds
- Urinary tract/ bladder infections

Benefits of urgent care visits:

- Low copay
- Shorter wait time
- Same-day appointments
- Significant savings over ER

Reasons to visit the Emergency Room:

- Any life-threatening emergency
- Any severe illness or injury
- Unresponsiveness
- Chest pain
- Weakness on one side
- Inability to speak
- Spine or head injury
- Change in mental status
- Difficulty breathing
- Uncontrolled bleeding
- Poisoning
- Severe abdominal pain

SAMPLE

COST SAVINGS TOOLS

Prescription Drug Cost Comparison Tools:

Use GoodRx and SingleCare's drug price search to compare prices (just like you do for travel or electronics on other sites) for your prescription at pharmacies near you. GoodRx as well as SingleCare do not sell the medications, the free website and mobile app will tell you where you can get the best deal on them. If you have insurance, your co-pay might not be the best price. Hundreds of generic medications are available for $4 or even free without insurance. Every week both GoodRx and SingleCare collect millions of prices and discounts from pharmacies, drug manufacturers and other sources. GoodRx and SingleCare will show you prices, coupons, discounts and savings tips for your prescriptions at pharmacies near you. There is no cost or membership required to use either of these cost savings tools. Please visit the websites at **www.goodrx.com and www.singlecare.com. You can also download these apps on your smartphone. Please note: amounts paid for prescriptions using GoodRx or SingleCare's discount programs do not apply toward your medical plan's deductible or annual out of pocket maximum.**

Pharmacy Discount Programs:

Before you pay for your next prescription, check to see if they are available for free or at a lower cost than traditional copays. Pharmacies such as Wal-Mart, Costco, CVS/Target, and Publix offer prescription discount programs that allow you to purchase medications for as low as $4 for a 30 day Supply (see each Pharmacy for specifics on their prescription discount program). If your local pharmacy is not listed below, please check with them to see if they offer any discounts.

SAMPLE

HUMANA DENTAL INSURANCE

Network: Humana PPO
Website: www.humana.com

Benefits	Dental PPO 19	
	PPO Network	Non-Network[1]
Annual Deductible	$50 / $150 (Family)	$50 / $150 (Family)
Annual Plan Maximum	$1,500	
Orthodontia Lifetime Maximum	$1,000	
Diagnostics & Preventive Services – Deductible Waived		
Exams, Cleanings, X-Rays	Plan Pays 100%	Plan Pays 100%*
Basic Services – Deductible Applies		
Fillings, Root Canals	Plan Pays 90%	Plan Pays 80%*
Major Services – Deductible Applies		
Crowns, Bridges, Dentures	Plan Pays 60%	Plan Pays 50%*
Orthodontic Services – Deductible Wavied		
Orthodontia - Child to Age 18 Lifetime Maximum	Plan Pays 50% $1,000	

*If you use a non-network provider, you are responsible for paying the difference in cost between the non-network provider's charges and the allowed amount.

For dental frequencies, please refer to certificate of coverage or benefit summary.

	Employee Cost per Pay Period
Employee Only	$18.15
Employee + 1	$40.13
Employee + 2 or more	$62.09

SAMPLE

HUMANA DENTAL INSURANCE

Network: HD DHMO/Prepaid C250 or HD DHMO/Prepaid CS250
Website: www.humana.com

Benefits	HD DHMO Prepaid CS250 Network
Annual Deductible/Plan Maximum	N/A
Preventive and Diagnostic Services	
9430 Office Visit	$5 Copay
0120/0140/0150/0160 Oral Exam	$0
1110/1120 Teeth Cleaning	$0
0270/0272/0274 X-Rays	$0
0210 X-Rays	$0
1201/1203 Fluoride	$0
1351 Sealants	$15 Copay
Basic and Major Services	
2140 Amalgam Filling	$20 Copay
2330 Composite Filling	$40 Copay
4341 Scaling and Root Planing	$55 Copay
7140 Simple Extractions	$25 Copay
7210 Surgical Extractions	$45 Copay
3310 Root Canal Therapy	$150 Copay
6241 Bridges	$310 Copay
5110/5120 Dentures	$325 Copay + Lab
2740 Crowns (porcelain/ceramic)	$310 Copay + Lab
8070/8080 Orthodontia – (to age 19)	$1,800 Copay*
8090 Orthodontia – adult	$2,000 Copay*
Out-of-Network	Not Covered
Note: a 25% discount may apply to specialist services not covered, by using a Participating Specialist	
*Additional copays may apply. Check your plan summary for additional information.	

For dental frequencies, please refer to certificate of coverage or benefit summary.

	Employee Cost per Pay Period
Employee Only	$7.24
Employee + 1	$13.75
Employee + 2 or more	$18.77

SAMPLE

UNITED HEALTHCARE VISION INSURANCE

Network: UHC Standard Network
Website: myuhcvision.com

Benefits	Vision	
	PPO Network	Non-Network Reimbursements
Eye Exams	$10 Copay	Up to $40
Eyeglass Lenses and Frames		
Single Standard Lenses	$25 Copay	Up to $40
Bifocal Standard Lenses	$25 Copay	Up to $60
Trifocal Standard Lenses	$25 Copay	Up to $80
Lenticular Standard Lenses	$25 Copay	Up to $80
Frames	$200 Allowance + 30% Off Balance	Up to $45
Contact Lenses		
Fit and Follow Up (Formulary)	Included with Contact Lens Copay	No benefit
Elective Lenses (Formulary)	$25 Copay	Up to 8 Boxes
Elective Lenses (Non-Formulary)	Up to $200	Up to $200 Allowance
Medically Necessary Lenses	Covered in Full after $25 Copay	Up to $210 Allowance
Frequency		
Eye Exam	Once every 12 months	
Lenses—Eyeglass or Contact	Once every 12 months	
Frames	Once every 24 months	

For limitations & exclusions, please refer to certificate of coverage or benefit summary.

	Employee Cost per Pay Period
Employee Only	$3.18
Employee + 1	$5.57
Employee + 2 or more	$9.83

SAMPLE

THE HARTFORD BASIC AND VOLUNTARY LIFE/AD&D INSURANCE

Life insurance protects your family or other beneficiaries in the event of your death. The death benefit helps replace the income you would have provided and can help meet important financial needs. It can help pay your mortgage, rent, run your household, send your children to college, pay off debts, etc. "Client Name" provides Life and AD&D coverage to eligible, full-time employees in the amount of 1x's basic annual salary **at no cost to the employee.** A maximum benefit of $225,000.

Summary: Voluntary Life insurance

Employee Coverage

Guarantee Issue	$200,000
Maximum Benefit Amount	$500,000
Increments of	$10,000

*Not to exceed 5 x salary

Spouse Coverage: based on employee age

Spouse Guarantee Issue	$50,000
Maximum Benefit Amount	$250,000
Increments of	$5,000

Not to exceed 50% of employee amount

Child(ren) Coverage

Birth to 6 months	$1,000
6 months to 26 years	$10,000

How to calculate your voluntary life/AD&D costs per paycheck:

1. Indicate your elected benefit amount (EBA)
2. Divide EBA by $1,000
3. Enter age rate from cost table
4. Multiply Step 2 by Step 3
5. Multiply Step 4 by 12 then divide by number of pay-cycles (24 or 26) to calculate your cost per paycheck

Employee Age	Employee Rate/$1,000	Spouse Rate/$1,000
Under 25	$0.090	$0.085
25 - 29	$0.064	$0.061
30 – 34	$0.073	$0.069
35 – 39	$0.099	$0.093
40 – 44	$0.148	$0.140
45 – 49	$0.232	$0.217
50 – 54	$0.355	$0.333
55 – 59	$0.523	$0.491
60 – 64	$0.721	$0.678
65 – 69	$1.043	$0.981
70 – 74	$1.801	$1.694
75+	$4.888	$4.599
Employee AD&D	$0.030	
Spouse AD&D	$0.030	
Child Life	$0.080	
Child AD&D	$0.030	

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

Important Reminders

- Group Life and AD&D Insurance benefits reduce to 50% at age 70.
- Voluntary Life and AD&D Insurance benefits reduce 35% at age 65, and 50% at age 70. Reductions will be applied to the original amount.
- You must be actively at work on the effective date, or your coverage will be delayed until you return to active employment.
- An Evidence of Insurability (EOI) form is required for all employees newly electing or increasing voluntary life coverage.

SAMPLE

THE HARTFORD VOLUNTARY SHORT-TERM DISABILITY

If you become unable to perform your regular job duties for an extended time due to sickness or accidental injury, you can be covered by the short-term disability (STD) policy.

Your income replacement benefit would equal 66.67% of your basic weekly earnings. The maximum weekly benefit you can receive is $1,850. Benefits begin the day after you have been unable to work for 7 days due to a covered sickness or accident and will continue to be paid for up to 12 weeks. Your STD benefit will be reduced by any disability income you receive for other sources, such as Social Security, worker's compensation, and/or state disability plans, to provide you with a combined monthly benefit equal to 66.67% of your basic weekly earnings.

The STD plan does not contain a pre-existing condition exclusion.

The Estimated Rate Calculation below will be based on your weekly gross income.
The final premium calculations will be done by The Hartford.

Short-Term Disability Calculation – Cost Per Paycheck	
A. Enter your annual salary	
B. Divide your annual salary by 52	
C. Enter the weekly benefit percentage	66.67%
D. Multiply "B" times "C"	
E. Enter the maximum weekly benefit	$1,850
F. Enter the lesser of "D" or "E". This is your benefit amount	
G. Multiply "F" times the monthly rate per $10 of benefit	
H. Divide "G" by $10	
I. Multiply "H" by 12	
J. Enter the annual pay cycle	24
K. Divide "I" by "J". This is your premium (cost per paycheck)	

Short-Term Disability Calculation – Example $60,000 annual salary	
A. Enter your annual salary	$60,000
B. Divide your annual salary by 52	$1,153.85
C. Enter the weekly benefit percentage	66.67%
D. Multiply "B" times "C"	$769.27
E. Enter the maximum weekly benefit	$1,850
F. Enter the lesser of "D" or "E". This is your benefit amount	$769.27
G. Multiply "F" times the monthly rate per $10 of benefit	$303.092
H. Divide "G" by $10	$30.31
I. Multiply "H" by 12	$363.71
J. Enter the annual pay cycle	24
K. Divide "I" by "J". This is your premium (cost per paycheck)	$15.15

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

SAMPLE

THE HARTFORD LONG-TERM DISABILITY

If you become unable to perform your regular job duties for an extended time due to sickness or accidental injury, you can be covered by the long-term disability (LTD) policy.

Your income replacement benefit would equal 66.67% of your basic monthly earnings. The maximum monthly benefit you can receive is $7,500. Benefits begin after you have been unable to work for 90 days due to a covered sickness or accident and will continue to based on the maximum duration of benefits table.

Your LTD benefit will be reduced by any disability income you receive for other sources, such as Social Security, worker's compensation, and/or state disability plans, to provide you with a combined monthly benefit equal to 66.67% of your basic monthly earnings.

The LTD plan contains a pre-existing condition exclusion. The exclusion applies only to conditions for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought care within the 3-month period prior to the effective date of coverage and the disability begins within 12 months of the effective date of coverage.

This benefit is provided at no cost to the employee.

SAMPLE

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

HEALTH SAVINGS ACCOUNT (HSA)

A health savings account (HSA) combines high-deductible health insurance with a tax-favored savings account. Money in the savings account can help pay the costs of qualified medical expenses not covered by medical insurance for you and your dependents. Money left in the savings account earns interest and is yours to keep.

Maximum Annual Contributions	2026
Self-Only Contribution Limit	$4,400
Family Contribution Limit	$8,750
Catch-up Contribution (Age 55 & Older)	$1,000

- Employee-owned account
- Pre-tax contribution
- Pay for any qualified medical, dental, and vision expenses for yourself, spouse, or dependents even if they are enrolled under another medical plan

See IRS Publication 502 for a complete list of qualified medical expenses - sample list is below.

Acupuncture	Blood Pressure monitor	Crutches/Wheelchair	Lasik/Vision Correction Surgery	Psychologist fees
Alcohol or Drug addiction treatment	Breast pump and supplies/accessories	Dental services	Long-Term Care	Smoking Cessation
Ambulance	Chiropractor Care	Diabetic monitors, test kits, strips & supplies	Medicines (prescriptions & over-the-counter)	Speech therapy
Bandages	Coinsurance & copayments	Fertility treatment	Oxygen	Sunscreen
Birth control	Contact lenses & glasses	Hearing aids & batteries	Psychiatric care	Vasectomy

To be HSA-eligible, an individual must:

- Be covered by an HDHP;
- Not be covered by other health coverage that is not an HDHP (with certain exceptions);
- Not be enrolled in Medicare; and
- Not be eligible to be claimed as a dependent on another person's tax return.

Why might an HSA be the right choice for you?

- It **saves you money**. For individuals with few regular health expenses, paying a traditional health plan premium can feel like throwing money out the window. HDHPs come with much lower premiums than traditional health plans, meaning less money is deducted from your paychecks. Plus, HSAs are basically "cash" accounts, so you may be able to negotiate pricing on many medical services.
- It's **portable**. Even if you change jobs, you get to keep your HSA.
- It's a **tax saver**. Contributions to your HSA are made with pre-tax dollars. Since your taxable income is decreased by your contributions, you pay less in taxes.
- It allows for an **improved retirement account**. Funds roll over at the end of each year and accumulate tax-free, as does the interest on the account. Also, once you reach the age of 55, you are allowed to make additional "catch-up" contributions to your HSA until age 65.
- It puts **money in your pocket**. You never lose unused HSA funds. They always roll over to the next year.

SAMPLE

FLEXIBLE SPENDING ACCOUNT (FSA)

You can pay for out-of-pocket medical, dental, vision, and/or dependent care expenses with pre-tax dollars through the Flexible Spending Account (FSA). This account is "use-it-or-lose-it."

Important Note: If you will be funding an HSA, you cannot participate in the Health Care FSA.

Maximum Annual Contributions	2026
Health Care Contribution Limit	$3,400
Dependent Care Contribution Limit	$5,000
Dependent Care Contribution Limit (married filing separately)	$2,500

Health Care FSA features:

- Pre-tax contribution
- Pay for any qualified medical, dental, and vision expenses for yourself, spouse, or dependents even if they are enrolled under another medical plan

See IRS Publication 502 for a complete list of qualified medical expenses - sample list is below.

Acupuncture	Blood Pressure monitor	Crutches/Wheelchair	Lasik/Vision Correction Surgery	Psychologist fees
Alcohol or Drug addiction treatment	Breast pump and supplies/accessories	Dental services	Long-Term Care	Smoking Cessation
Ambulance	Chiropractor Care	Diabetic monitors, test kits, strips & supplies	Medicines (prescriptions & over-the-counter)	Speech therapy
Bandages	Coinsurance & copayments	Fertility treatment	Oxygen	Sunscreen
Birth control	Contact lenses & glasses	Hearing aids & batteries	Psychiatric care	Vasectomy

A **Dependent Care FSA** is used to reimburse work related expenses; while you or your spouse work, look for work or attend school full-time or are physically unable to care for your dependent. Eligible children are under age 13, or a dependent who is physically or mentally not able to care for himself. Eligible expenses include nanny, nursery school, before care/after care, late pick-up fees, day camp, or day care. Your Dependent Care contribution is not pre-loaded to a debit card; you can only access what has been payroll deducted and is in your FSA.

A **Limited-Purpose FSA** is like a health care FSA—the difference being that there are fewer eligible expenses. A Limited-Purpose FSA is typically offered alongside a Health Savings Account as employees are not allowed to contribute to both a Health Savings Account (HSA) as well as a standard (non-limited) health Flexible Spending Account (FSA). Employees are, however, eligible for an HSA if they use a limited-purpose FSA for their dental, vision, and preventive care needs. The main advantage of FSA funds is that an employee can pay for qualifying expenses tax-free while reducing their taxable income.

Contributions to your FSA come out of your paycheck before any taxes are taken out. This means that you don't pay federal income or FICA taxes on the portion of your paycheck you contribute to your FSA.

You should contribute the amount of money you expect to pay out-of-pocket for eligible expenses incurred during the Plan Year. If you still have money in the account at the end of the Plan Year (September 30, 2026), you will have a 2.5-month extension period to incur additional eligible expenses. Any money remaining in the account when the extension period ends on December 15, 2026 is forfeited; this is the "use-it or lose-it" rule.

SAMPLE

TASC HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

A health reimbursement arrangement (HRA) is an employer-funded account that is designed to reimburse employees for qualified medical expenses that are paid for out-of-pocket. HRAs are often designed to operate with a high-deductible health plan (HDHP), thereby reducing premium costs while encouraging employees to spend wisely. Your employer sets up the HRA, determines the amount of money available in each employee's HRA for the coverage period, and establishes the types of Expenses the funds can be used for.

*** For employees enrolled in the HRA, "Client Name" will contribute funds in the amount of $1,100 for the plan year. HRA amounts will be prorated for new hires outside of "Client Name" annual open enrollment period. ***

Who is eligible for an HRA? HRAs are employer-established benefit plans. An HRA may reimburse medical care expenses only if they are incurred by employees or former employees (including retirees) and their spouses and tax dependents. HRA coverage must be in effect at the time the expense is incurred.

How do contributions work? HRAs are funded completely by employer contributions. These employer contributions are generally excluded from your gross income, essentially making it tax-free money. Different from HSAs or Health FSAs, employees cannot make contributions to an HRA.

Balance in an HRA? Amounts that remain at the end of the year may be carried over to the next year. Your employer is not permitted to refund any part of the balance to you. These amounts may never be used for anything but reimbursements for qualified medical expenses.

Will I have any administrative costs under the HRA plan? Your employer bears the entire cost of administering the HRA plan while you are an employee.

What is the difference between an HRA and FSA? HRAs are employer-funded, which means your employer determines the amount that goes into the HRA account. FSAs can be funded by employee and employer contributions. FSA contributions are deducted from your salary, usually on a pre-tax basis. You determine how much to contribute to your FSA account.

What are qualified expenses for an HRA? Qualified medical expenses are those specified in the plan that would generally qualify for medical expense deduction. An extensive list can be found in the IRS document, Publication 502 at www.irs.gov.

What does the IRS require me to report on my taxes concerning my HRA? Nothing. Your HRA is a health benefit.

What if I terminate my employment during the plan year? If you cease to be an Eligible Employee (i.e., you die, retire or terminate employment), your participation in the HRA Plan will end unless you elect COBRA continuation coverage. You will be reimbursed for any medical care expenses incurred prior to your termination date, up to your account balance in the HRA. Any unused portions will be unavailable after termination of employment.

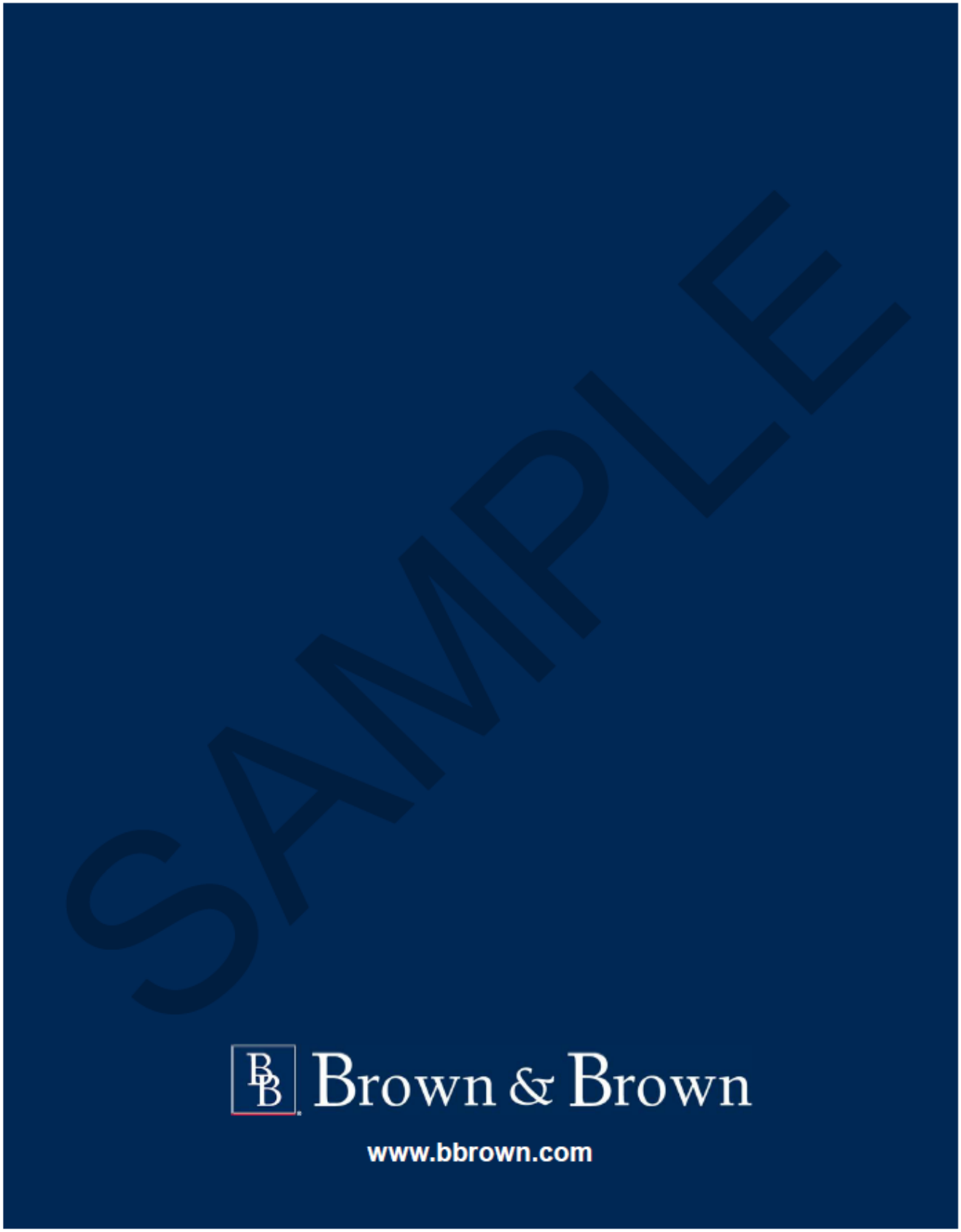
For more information on HRAs, visit:

irs.gov - search Publication 502 and Publication 969

SAMPLE

NOTES

SAMPLE


SAMPLE
Brown & Brown
www.bbrown.com

FIRSTLINE
Employee Benefits

Proposal to

City of Destin

RFP 26-04-HR

City of Destin Employee
Health Care Insurance Services
Medical, Dental, Vision and
Ancillary Employee Benefits

PROPOSAL DUE DATE
June 26, 2026

PRIMARY CONTACT
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FIRSTLINE EMPLOYEE BENEFITS PRESENTED BY:
THE FLORIDA SHERIFFS EMPLOYEE BENEFITS TRUST
2750 Chancellorsville Drive, Tallahassee, Florida 32312

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Letter of Transmittal

Date: June 26, 2026

To: City of Destin

Re: RFP 26-04-HR, Insurance Agent-Broker of Record

Dear Selection Committee member:

Florida Sheriffs Employee Benefits Trust is honored to have the opportunity to submit this FirstLine proposal in response to the City of Destin's RFP for Insurance Agent-Broker of Record. The Florida Sheriffs Employee Benefits Trust (FSEBT) is unlike any other brokerage firm and uniquely qualified to provide employee benefits for the City of Destin.

Florida Sheriffs Employee Benefits Trust was created to address rising healthcare costs and the need for transparency and care coordination. We are a traditional brokerage in a non-traditional way, with tenured insurance professionals who have worked in the public and private sectors for over 100 years combined.

The Florida Sheriffs Employee Benefits Trust, through its FirstLine program, is committed to meeting and exceeding the needs of the City of Destin's employees and their families. We want to thank the selection committee in advance for your consideration and stand ready to provide any additional clarification upon your review of the proposal submitted.

Sincerely,

Donald F. Eslinger
Executive Director

MANDATORY PROPOSER REQUIREMENTS

1. Willing and able

Florida Sheriffs Employee Benefits Trust (FSEBT), through its FirstLine program, is fully capable of providing all services requested in RFP 26-04-HR. FSEBT provides comprehensive employee benefits brokerage and consulting services to Florida public-sector employers, including health, dental, vision, life, disability, wellness, compliance, employee communications, open enrollment support, claims advocacy, vendor management, renewal negotiations, and strategic benefits consulting.

FSEBT currently serves a diverse portfolio of Florida public-sector employers, including Boards of County Commissioners, Sheriff's Offices, Tax Collectors, Clerks of Court, Property Appraisers, Supervisors of Elections, and other governmental organizations. FSEBT also serves public-sector organizations within Okaloosa County and is familiar with the regional employee benefits marketplace and workforce environment. FSEBT can place and maintain coverage with the City's current carriers while evaluating alternative options when in the City's best interest.

2. Copy of license

FSEBT and its assigned representatives maintain all licenses required to conduct insurance brokerage and consulting services within the State of Florida. Copies of the applicable Florida insurance licenses are included in the Appendix.

3. Staff assigned

FSEBT has designated experienced employee benefits professionals to serve the City of Destin account. Detailed qualifications, experience, and roles of assigned personnel are provided in Tab 2.

4. Public entity crime notarized

The completed and notarized Public Entity Crimes Statement is included in the Appendix as required by the RFP.

5. HIPAA

FSEBT maintains HIPAA-compliant business practices and provides ongoing employee training regarding privacy, security, and proper handling of protected health information. FSEBT staff routinely work with employee benefit plans that contain protected health information and understand the importance of maintaining confidentiality and complying with all applicable federal requirements.

6. Training ACA PPACA

FSEBT personnel regularly advise Florida public-sector employers regarding the Affordable Care Act (ACA), Patient Protection and Affordable Care Act (PPACA), COBRA, eligibility administration, reporting requirements, employee communications, and related compliance matters. FSEBT remains current on regulatory developments and assists clients in understanding and responding to evolving federal healthcare requirements.

7. Sample of proposed contract, no evergreen

A sample contract is included in the Appendix as required by the RFP.

Exceptions

FSEBT has reviewed the requirements of RFP 26-04-HR and takes no exception to these requirements.

Addenda Acknowledgement

FSEBT acknowledges the published Addendum No. 1, published on June 26, 2026

Tab 1.

QUALIFICATIONS AND EXPERIENCE

A. Firm History, Size, Staffing, and Panhandle Experience

Florida Sheriffs Employee Benefits Trust (FSEBT) is a Florida-based employee benefits organization dedicated exclusively to serving public-sector employers. FSEBT has provided comprehensive employee benefits brokerage, consulting, enrollment, compliance, employee education, claims advocacy, and strategic planning services to governmental organizations throughout Florida since 1984.

FSEBT was established to provide Florida public employers with a transparent, service-driven alternative focused on long-term partnership, employee advocacy, and responsible management of employee benefit programs. Today, FSEBT serves a diverse portfolio of public-sector organizations throughout Florida, including Boards of County Commissioners, Sheriff's Offices, Tax Collectors, Clerks of Court, Property Appraisers, and Supervisors of Elections.

The organization is supported by an experienced team of employee benefits professionals, account managers, enrollment specialists, claims advocates, and operational support personnel who work exclusively in the public-sector marketplace and have well over 100 years of combined experience. The public sector focus approach allows FSEBT to develop specialized expertise in the unique challenges faced by local governments and public employers.

FSEBT maintains a strong presence throughout the Florida Panhandle and currently serves public-sector employers across Northwest Florida. This includes organizations located within Okaloosa County, including the Okaloosa County Sheriff's Office and the Okaloosa County Tax Collector. FSEBT also serves public-sector organizations throughout the Florida Panhandle, including Escambia County, Walton County, Bay County, Gulf County, Gadsden County, Wakulla County, and Leon

County, providing direct experience within the marketplace, workforce demographics, carrier environment, and employee benefit expectations common among local government employers.

This regional experience allows FSEBT to provide informed recommendations while maintaining a strong understanding of the challenges and opportunities facing public-sector employers in Northwest Florida.

B. Insurance Carriers and Lines of Coverage Available

FSEBT maintains relationships with many of the leading insurance carriers and employee benefits providers serving Florida public-sector employers. Depending upon market conditions, plan objectives, and client needs, FSEBT has access to a broad range of products and services across multiple lines of coverage, and is not limited to the following services or carriers:

Medical Insurance	UnitedHealthcare, Florida Blue, Aetna, Cigna, and other available markets
Dental Insurance	Delta Dental, UnitedHealthcare Dental, Humana, The Standard, and other available markets
Vision Insurance	UnitedHealthcare Vision, The Standard, Humana, EyeMed, VSP, and other available markets
Life Insurance	The Standard/Allstate, MetLife, Colonial Life, Minnesota Life, Lincoln Financial, Principal, SunLife, AFLAC, and other available markets.
Disability Insurance	
Voluntary Benefits	

FSEBT continuously evaluates carrier performance, financial stability, network access, service capabilities, and market competitiveness to ensure clients have access to appropriate benefit solutions.

In addition to traditional fully insured markets, FSEBT also offers access to alternative funding strategies, including self-funded and public-sector consortium solutions. Through its experience administering self-funded employee benefit programs for Florida public-sector employers, FSEBT can assist clients in evaluating traditional fully insured arrangements, self-funded models, and consortium opportunities when appropriate to support long-term financial and operational objectives.

C. Technical and Compliance Resources

FSEBT provides extensive employee benefits knowledge and resources to support public-sector employers in administering and complying with their benefit programs. Areas of expertise include, but are not limited to:

- COBRA administration and continuation coverage requirements
- HIPAA privacy and security requirements
- Section 125 and Cafeteria Plan administration
- Flexible Spending Accounts (FSA)
- Dependent Care Spending Account (DCFSA/DCA)
- Health Savings Accounts (HSA)
- High-Deductible Health Plans (HDHP)
- Affordable Care Act (ACA) compliance
- Patient Protection and Affordable Care Act (PPACA) requirements
- Eligibility administration
- Employee communications and education
- Open enrollment administration and support

FSEBT personnel regularly assist public employers with regulatory changes, employee benefit administration, compliance considerations, and ongoing operational support to ensure benefit programs remain effective and compliant.

D. Legal and Regulatory Resources

FSEBT understands the importance of regulatory compliance within employee benefits administration, particularly for public-sector employers. FSEBT maintains resources, carrier relationships, administrator partnerships, and industry relationships to help clients stay informed and navigate evolving employee benefits regulations and requirements.

These resources support guidance related to:

- Affordable Care Act (ACA) compliance
- HIPAA privacy and security requirements
- COBRA administration
- Section 125 compliance
- Employee benefit plan administration
- Carrier contract review and coordination
- Actuarial review and analysis, when applicable
- Regulatory updates impacting employee benefits
- Best practices for public-sector benefit administration

FSEBT routinely works with carriers, third-party administrators, compliance partners, actuarial and legal resources, and other industry professionals to ensure clients receive timely information on legislative and regulatory developments that may affect their benefit programs.

While FSEBT does not provide legal advice, we help identify compliance considerations, coordinate with appropriate subject-matter resources when needed and support clients in making informed benefit administration decisions. When specialized review is required, FSEBT may coordinate actuarial consultants, legal counsel, carriers, administrators, or other qualified professionals to ensure appropriate expertise is involved.

E. Organizational Stability and Future Changes

FSEBT does not anticipate any organizational changes that would negatively impact the delivery of services to the City of Destin.

FSEBT is not funded by venture capital or private equity interests, nor is it structured for sale or acquisition. As a public-sector-focused benefits trust, FSEBT exists to serve its members, all of whom are public agencies. FSEBT is governed by a Board made up of participating member agencies, providing direct public-sector oversight and ensuring that decisions remain aligned with the needs of the members served.

FSEBT also provide financial report to its Board three times per year, supporting transparency, accountability, and ongoing review of the financial stability of the Trust.

The organization maintains an experienced leadership team, an established operational infrastructure, and a service model specifically designed to support public-sector employers. FSEBT remains committed to long-term client relationships and continued investment in employee benefits resources, technology, education, and service delivery.

The City of Destin can expect continuity of service, dedicated support personnel, and access to experienced employee benefits professionals throughout the term of any resulting agreement.

F. Service Quality Metrics

FSEBT utilizes several performance indicators to evaluate service quality and ensure client expectations are consistently met. These measures include:

- Client retention and relationship longevity
- Responsiveness to client and employee inquiries
- Timely completion of renewal planning activities
- Open enrollment participation and completion rates
- Claims advocacy and issue resolution outcomes
- Employee communication and education efforts
- Accuracy of enrollment and eligibility administration
- Client satisfaction and ongoing feedback

FSEBT's service philosophy emphasizes proactive communication, timely issue resolution, employee advocacy, and continuous support throughout the plan year.

G. Comparison of the City's Account to Existing Clients

The City of Destin's employee benefits program is comparable in size and complexity to many of the public-sector employers currently served by FSEBT.

The City's program includes multiple lines of employee benefits coverage, employer contribution strategies, employee communications, open enrollment administration, ongoing consulting support, claims advocacy, compliance guidance, and vendor coordination. These responsibilities are consistent with the services FSEBT currently provides to numerous governmental organizations throughout Florida.

As a result, the City of Destin would fit comfortably within FSEBT's existing service model and client portfolio. The organization possesses the staffing, resources, experience, and operational infrastructure necessary to successfully support the City's employee benefits program while providing the personalized attention expected from a dedicated employee benefits partner.

Tab 2.
QUALIFICATIONS AND EXPERIENCE OF STAFF

FSEBT believes successful employee benefits programs are supported by experienced professionals who understand both employee benefits and the unique operating environment of Florida public-sector employers. The City of Destin will be supported by a dedicated service team consisting of executive leadership, employee benefits consulting, account management, enrollment administration support, and claims advocacy resources.

The assigned service team includes:

- Becky Miller, Chief of Employee Benefits
- Aundrea Hannah, Senior Account Executive – Implementation
- Samantha Akom, Account Executive
- Elizabeth Kienzle, Senior Account Manager – Implementation
- Megan Cannon, Account Manager
- Mark Gibson, Enrollment Systems Administrator
- Sheryl Lewis, Claims Administrator

Becky Miller

Chief of Employee Benefits

Becky Miller provides executive oversight for FSEBT's employee benefits operations and serves as a senior resource for strategic planning, renewal strategy, vendor negotiations, and organizational support.

With extensive experience serving Florida constitutional offices and public agencies, Becky works closely with employers to evaluate benefit program performance, review market opportunities, and develop long-term strategies that support organizational goals and employee needs.

Becky remains actively involved in client relationships and serves as a resource for complex issues, strategic initiatives, and executive-level discussions.

Aundrea Hannah

Senior Account Executive

Aundrea Hannah serves as the primary consultant for participating employers and is responsible for overall account management, implementation oversight, renewal planning, vendor coordination, employee benefits consulting, and ongoing service support.

Aundrea plays a key role in implementation and transition activities, coordinating carriers, vendors, enrollment systems, communication timelines, and administrative processes to help ensure smooth transitions and successful open enrollment periods with minimal disruption to employees and staff.

She works closely with clients throughout the year to coordinate meetings, review plan performance, assist with employee communications, support open enrollment activities, and address administrative or operational concerns as they arise.

Her experience supporting Florida public-sector employers allows her to provide responsive guidance while maintaining a strong understanding of each client's unique priorities, operational challenges, and service expectations.

Samantha Akom

Account Executive

Samantha Akom will serve as the City's primary Account Executive and strategic consultant. With more than fifteen years of experience in employee benefits and insurance consulting, she has extensive experience supporting employers with employee benefits

administration, carrier coordination, employee education, claims advocacy, and ongoing account management.

Samantha plays a key role in implementation and transition activities, coordinating carriers, vendors, enrollment processes, communication timelines, and administrative functions to help ensure successful implementations and smooth open enrollment periods with minimal disruption to employees and administrators.

Her experience includes conducting employee meetings, educating employees on benefit options, supporting new hire onboarding and terminations, assisting with claims and billing reconciliation, and serving as a trusted resource for both employees and employer groups throughout the plan year.

Samantha's background supporting public-sector organizations and employer groups throughout the region provides her with a practical understanding of the service expectations, operational challenges, and employee benefit priorities facing local governments and public employers.

Elizabeth Kienzle

Senior Account Manager

Elizabeth Kienzle provides day-to-day operational support for employee benefits programs and serves as an important resource for implementation activities, enrollment administration, employee service requests, vendor coordination, and ongoing account support.

Elizabeth plays a key role in implementation and transition efforts, assisting with enrollment setup, eligibility management, communication coordination, vendor integration, and administrative processes to help ensure smooth transitions and successful open enrollment periods with minimal disruption to employees and administrators.

She assists clients with eligibility questions, enrollment changes, employee communications, and issue resolution while helping ensure a positive experience for both administrators and employees throughout the plan year.

Her responsiveness, attention to detail, and commitment to service help support the successful day-to-day administration of employee benefits programs and the long-term success of client relationships.

Megan Cannon

Account Manager

Megan Cannon serves as Account Manager and provides day-to-day support for employee benefits programs, renewals, enrollment administration, carrier coordination, and ongoing account service.

Megan plays an important role in implementation and transition activities, assisting with enrollment setup, eligibility auditing, vendor coordination, and open enrollment support to help ensure smooth implementations and positive employee experiences.

Her experience supporting employee benefits clients through renewals, enrollment audits, and ongoing service activities, combined with her strong attention to detail and responsiveness, helps ensure accurate administration and effective support for both administrators and employees throughout the plan year.

Mark Gibson

Senior Enrollment Systems Administrator

Mark Gibson provides expertise in benefits administration systems, enrollment technology, reporting, and operational support.

His responsibilities include Employee Navigator administration, system configuration, eligibility management, enrollment workflows, carrier file management, reporting support, and troubleshooting.

Mark works closely with employers to ensure benefits administration systems remain accurate, efficient, and aligned with organizational needs.

Sheryl Lewis

Claims Administrator

Sheryl Lewis provides claims-resolution support and serves as a resource for employees and administrators facing complex claims or benefit-related issues.

Her responsibilities include coordinating with carriers, assisting with claims research, facilitating issue resolution, and helping employees navigate challenges that may arise in administering their benefits.

Sheryl's experience and persistence help ensure employees receive timely assistance when issues occur.

Service Philosophy

FSEBT's team-based service model ensures the City of Destin has access to experienced professionals across all aspects of employee benefits administration, while maintaining a clear point of accountability through the assigned Account Executive and Account Management team.

Complete resumes, educational backgrounds, professional certifications, licenses, tenure with FSEBT, and detailed work histories for assigned personnel are included in Appendix I.

Tab 3.
UNDERSTANDING AND APPROACH

FSEBT understands that the City of Destin is seeking more than basic health insurance placement. The City is seeking an employee benefits partner to help maintain competitive benefits for employees and their families while managing the financial impact of rising costs for healthcare, dental, vision, life, disability, and ancillary benefits.

The City currently provides a fully insured employee benefits program with coverage through UnitedHealthcare paired with “the difference card”. The City also funds 100% of employee coverage and contributes to dependent coverage, reflecting a strong commitment to employees while also creating a need for careful renewal planning and long-term cost management.

FSEBT’s approach is built around three priorities:

- Maximizing benefits while managing cost
- Proactive management of the City’s employee benefit data through monthly claims reviews to analyze spend, provide meaningful education, and help the City evaluate carrier performance
- Provide education and support to City employees throughout the plan year

FSEBT works with public-sector employers to evaluate benefit programs from both the employee and employer perspectives. Our goal is not simply to reduce premiums, but to help employers make informed decisions that balance affordability, access to care, employee satisfaction, administrative efficiency, and long-term financial sustainability.

Our process includes:

- Reviewing current plan designs, contribution structures, and employee cost-sharing
- Evaluating renewal offers and negotiating with current carriers

- Marketing coverage to competing carriers when appropriate
- Comparing network access, disruption, benefit levels, and total cost
- Reviewing claims, utilization, and experience reports when available
- Identifying opportunities to improve employee education and plan utilization
- Evaluating wellness, disease management, pharmacy, and care navigation resources
- Presenting practical recommendations to staff and governing boards

For the City of Destin, this means FSEBT would first seek to understand the current program, employee needs, renewal history, contribution philosophy, and administrative priorities before recommending changes. We do not believe in making changes simply for the sake of change. Instead, we focus on data, market conditions, employee impact, and the City's long-term goals.

Experience With Local Government Employers

FSEBT works exclusively with Florida public-sector employers and understands the budgetary and operational pressures faced by local governments. Public employers must compete for employees while managing taxpayer resources responsibly. That balance is especially important when healthcare costs continue to rise faster than many other operating expenses.

FSEBT currently serves public-sector organizations in Okaloosa County, including the Okaloosa County Sheriff's Office and the Okaloosa County Tax Collector. This provides FSEBT with familiarity with the local and regional marketplace, including Northwest Florida workforce expectations, provider access considerations, and carrier relationships.

FSEBT also serves governmental employers throughout the Florida Panhandle and across the state, including Boards of County Commissioners, Sheriff's Offices, Tax Collectors, Clerks of Court, Property Appraisers, and Supervisors of Elections. This experience allows FSEBT to

bring public-sector benchmarking, practical plan design experience, and proven service processes to the City of Destin.

Specific Examples of Experience

FSEBT has assisted Florida public-sector employers with a wide range of benefit strategies, including fully insured renewals, self-funded arrangements, consortium participation, employee education campaigns, open enrollment support, HDHP/HSA implementation, contribution modeling, and claims review.

Examples of relevant experience include:

- Supporting local government employers with renewal negotiations and market evaluations for medical, dental, vision, life, and disability coverage
- Assisting public employers in comparing fully insured, self-funded, and consortium-based funding options
- Developing employee benefit guides and open enrollment materials designed to make complex benefit information easier for employees to understand
- Supporting HR and payroll teams with enrollment administration, eligibility coordination, and employee communication
- Reviewing claims and utilization information to identify trends, cost drivers, and opportunities for future planning
- Helping employers evaluate HDHP/HSA strategies, contribution structures, and employee education needs

These examples reflect the type of practical, hands-on support FSEBT would bring to the City of Destin.

Innovative Concepts and Strategic Options

FSEBT's experience allows us to bring more than traditional broker placement services. Through FirstLine, FSEBT provides the full range of employee benefits, including brokerage and consulting services expected of a traditional broker, while also bringing specialized public-sector experience and access to alternative strategies.

Innovative concepts FSEBT has employed include:

- Public-sector consortium strategies are designed to help governmental employers improve purchasing power and long-term stability
- Self-funded and alternative funding evaluations for employers seeking more transparency and control.
- Customized and interactive employee benefit guides and digital communication tools.
- Claims and utilization reporting for self-funded and applicable fully insured programs.
- Renewal planning timelines designed to avoid last-minute decision-making.
- Employee-focused education to improve understanding and appropriate plan utilization.
- Consolidated service support across medical, dental, vision, life, disability, and voluntary benefits.

For the City of Destin, FSEBT would not assume that one funding arrangement or carrier solution is automatically best. The City currently maintains a fully insured program, and FSEBT would support that structure while also helping the City evaluate other options when appropriate. This could include traditional carrier marketing, plan design alternatives, contribution modeling, wellness strategies, or future consideration of self-funded or consortium-based options.

Relationship With Existing Carriers

FSEBT has existing relationships with the City's current carriers and lines of coverage, including UnitedHealthcare, Allstate, The Difference Card, and is well-versed in how each of the programs works. These relationships are important because the selected broker will need to negotiate renewals, resolve service issues, coordinate open enrollment, support employee communications, and represent the City in discussions with carriers.

FSEBT regularly works with major insurance carriers and employee benefits vendors in Florida, including carriers offering health, dental, vision, life, disability, hospital indemnity, and voluntary benefits coverage. Our role is to represent the best interests of the employer, not the carrier. FSEBT evaluates carrier proposals based on cost, service, network access, plan design, financial strength, administrative capability, and employee impact.

Proposed Approach for the City of Destin

If selected, FSEBT would begin by establishing a clear service plan for the City. Initial priorities would include:

- Reviewing current benefit plans, rates, contracts, and renewal history.
- Confirming the City's goals for cost management, employee support, and open enrollment.
- Coordinating with current carriers and vendors.
- Reviewing Employee Navigator setup and enrollment processes.
- Preparing a renewal and open enrollment timeline.
- Identifying any immediate service, communication, or administrative concerns.
- Developing recommendations for the 2026 renewal and future plan years.

FSEBT's approach is proactive, practical, and centered on the needs of the City and its employees. The City of Destin would receive the services of a full-service employee benefits broker, supported by a Florida public-sector organization that understands local government operations, public accountability, and the importance of maintaining meaningful benefits for employees and their families.

Tab 4.
LOCATION AND ACCESSIBILITY

Account Executive and Office Location

The City of Destin will be supported by a dedicated employee benefits service team led by Samantha Akom, Account Executive, who will serve as the City's primary strategic consultant and principal point of contact for employee benefits matters.

Samantha is based in FSEBT's Tallahassee, Florida, office and is supported by Megan Cannon, Account Manager; Mark Gibson, Enrollment Systems Administrator; Sheryl Lewis, Claims Advocate; and Becky Miller, Chief of Employee Benefits. This team-based service model provides the City with direct access to professionals specializing in account management, implementation, enrollment administration, claims advocacy, employee education, and strategic benefits consulting.

Panhandle Experience and Book of Business

FSEBT's employee benefits team currently supports public-sector employers throughout Northwest Florida and the Florida Panhandle, including multiple constitutional offices and public employers in the region and in Okaloosa County.

Collectively, members of the proposed service team currently support 11 constitutional offices and public-sector employers within the Florida Panhandle, as defined by the RFP, including organizations in Okaloosa County. These clients include employee benefit programs ranging from traditional fully insured arrangements to self-funded and alternative funding models.

This experience provides FSEBT with familiarity with the regional healthcare marketplace, carrier environment, provider networks, workforce

considerations, and employee benefit challenges commonly faced by public-sector employers throughout Northwest Florida.

Commitment to Service and Accessibility

FSEBT recognizes that responsive service and accessibility are essential to a successful employee benefits program. As our book of business grows, the City of Destin will continue to receive dedicated support through our team-based service model, ensuring continuity of service and access to specialized resources without relying on a single individual.

The City will have direct access to Samantha Akom for strategic planning, renewals, and overall account management; Megan Cannon for day-to-day service support and implementation activities; Mark Gibson for enrollment and technology support; Sheryl Lewis for claims advocacy and employee assistance; and Becky Miller for executive oversight and strategic consultation.

This service structure ensures timely responses to employee and administrative needs, proactive communication, and continuity of support throughout the plan year. The City will continue to receive responsive service, regular communication, renewal planning, and implementation support regardless of future growth within FSEBT's client portfolio.

Tab 5.
REFERENCES

Okaloosa County Sheriff's Office

Contact: Sheriff Eric Aden
Title: Sheriff
Address: 50 2nd Street, Shalimar, FL 32579
Phone: (850) 651-7410
Email: eaden@sheriff-okaloosa.org
Length of Service: 16 Years
Current Client: Yes

Services Provided:
Health, Dental, Vision, Life, Disability, Pharmacy Consulting, Claims Analytics, Qualified Benefit Plans, Employee Communications, Enrollment Administration, Qualified Benefit Plans and Brokerage Services.

Okaloosa County Tax Collector

Contact: Benjamin F. Anderson
Title: Tax Collector for Okaloosa County
Address: 1250 N. Eglin Parkway, Suite 101, Shalimar, FL 32579
Phone: (850) 689-5300
Email: BAnderson@OkaloosaTax.com
Length of Service: 5 Years
Current Client: Yes

Services Provided:
Health, Qualified Benefit Plans, Employee Benefits Consulting, and Brokerage Services.

Escambia County Sheriff's Office

Contact: Dawn Brazwell, PHR, SHRM-CP
Title: Human Resources Director
Address: 1700 W. Leonard Street, Pensacola, FL 32501
Phone: (850) 436-9444
Cell: (850) 786-7077
Length of Service: 22 Years
Current Client: Yes

Services Provided:
Health, Dental, Vision, Life, Disability, Employee Benefits Consulting, Employee Communications, and Brokerage Services.

Tab 6.
SCHEDULE OF FEES

FSEBT's compensation for employee benefits brokerage and consulting services is generally derived through standard commissions paid by insurance carriers and benefit vendors. The commission rates proposed for the City of Destin are identified within Appendix C, Schedule of Fees.

The services provided under these commission arrangements include, but are not limited to:

- Employee benefits consulting
- Employee communications and education
- Renewal planning and negotiations
- Carrier marketing and procurement support
- Open enrollment planning and support
- Claims advocacy
- Enrollment administration support
- Compliance assistance
- Vendor management and coordination
- Ongoing account management services

FSEBT does not anticipate charging the City of Destin any additional implementation, enrollment, consulting, administrative, or service fees associated with the standard brokerage services described in this proposal.

Should the City request services outside the normal scope of brokerage and consulting, any additional costs would be fully disclosed and discussed with the City in advance.

Additional Compensation Disclosure

FSEBT believes transparency in compensation is essential to maintaining a trusted advisory relationship.

Compensation received by FSEBT is limited to the commissions disclosed within Appendix C and any compensation specifically disclosed and approved by the City. FSEBT does not receive separate consulting, implementation, or administrative fees, or any undisclosed compensation from the City for standard brokerage services.

Certain insurance carriers or benefit vendors may offer standard industry incentive programs, marketing allowances, or performance-based compensation. To the extent such compensation exists, it is paid directly by the carrier or vendor and does not impose any additional cost on the City. FSEBT remains committed to making recommendations based on the best interests of the City, its employees, and the overall employee benefits program.

FSEBT will fully disclose any compensation arrangements associated with the City's benefit program and will comply with all applicable regulatory and disclosure requirements.

Tab 7. SERVICES

FSEBT believes that employee benefits are among the most important investments a public employer makes in its workforce. Our service model is built around three core principles: proactive service, long-term strategic planning, and employee education. We work closely with public-sector employers to ensure employees understand and appreciate their benefits while helping employers manage costs, improve administrative efficiency, and plan for the future.

FSEBT provides a comprehensive suite of employee benefits brokerage, consulting, enrollment, communication, and support services designed specifically for Florida public-sector employers.

A. Employee Education and Communication

FSEBT believes employee education is one of the most effective tools for improving employees' understanding of benefits, encouraging informed decision-making, and maximizing the value of the City's investment in employee benefits.

Our employee education services include:

- Employee benefit guides and enrollment materials
- Open enrollment presentations and employee meetings
- New employee benefit orientation support
- Benefit comparison tools and educational resources
- Health Savings Account (HSA) education
- Employee communications regarding plan changes and enhancements
- Carrier and vendor resource promotion
- Customized educational campaigns throughout the year

FSEBT develops employee communications designed to simplify complex benefit information and improve employee engagement. Educational materials may be provided in printed, electronic, presentation, or video formats depending on the City's needs and preferences.

Strategic Benefits Planning and Alternative Funding Evaluation

FSEBT believes employee benefits programs should be evaluated not only on current cost and coverage, but also on their long-term ability to support employee recruitment, retention, organizational goals, and financial sustainability. As part of our standard consulting services, we assist public-sector employers in evaluating current benefit strategies and identifying opportunities for future improvement.

While the City of Destin currently maintains a fully insured employee benefits program, FSEBT recognizes that no single funding arrangement is appropriate for every employer. Healthcare costs, workforce demographics, organizational priorities, and market conditions continually evolve, making periodic evaluation an important component of responsible benefits management.

FSEBT assists public-sector employers with:

- Fully insured market evaluations and carrier marketing
- Self-funded feasibility assessments
- Alternative funding analysis
- Public-sector consortium evaluations
- Contribution strategy development
- Plan design modeling
- Benchmarking against comparable public-sector employers
- Long-term employee benefits planning

Our approach is consultative rather than prescriptive. FSEBT does not advocate a particular funding model, carrier, or solution without first evaluating the employer's objectives, workforce needs, financial considerations, and risk tolerance. Recommendations are developed using available data, market conditions, employee impact, and long-term organizational goals.

B. Employee Focus Groups and Surveys

FSEBT can assist the City in gathering employee feedback through surveys, focus groups, and other engagement strategies designed to better understand employee needs and benefit priorities.

These services may include:

- Employee benefit satisfaction surveys
- Open enrollment feedback surveys
- Benefit utilization and awareness surveys
- Focus group facilitation
- Employee communication assessments
- Analysis and reporting of survey results

Information gathered through these efforts can assist the City in evaluating benefit offerings, communication strategies, and future enhancements to benefit programs.

C. Renewal Analysis and Presentation Process

FSEBT employs a proactive renewal planning process to give the City sufficient time to evaluate options and make informed decisions.

The renewal process typically includes:

- Review of current benefits and funding arrangements
- Analysis of renewal proposals and carrier recommendations
- Market evaluations and carrier negotiations when appropriate
- Review of plan design alternatives
- Contribution strategy analysis
- Evaluation of ancillary benefit offerings
- Development of recommendation summaries and decision-support materials

FSEBT will present renewal findings and recommendations in a clear and understandable format for City administration and, when requested, City Council presentations. Recommendations are developed with

consideration for employee impact, budgetary constraints, administrative efficiency, and long-term sustainability.

D. Open Enrollment Services

FSEBT provides comprehensive open enrollment support designed to reduce administrative burden while improving employee understanding and participation.

Open enrollment services include:

- Employee benefit guide preparation
- Enrollment communication materials
- Employee meetings and presentations
- Development of annual enrollment timelines
- Coordination with carriers and vendors
- Enrollment platform support and coordination
- Assistance with employee questions and enrollment issues
- Coordination with Human Resources and Finance Teams
- Post-enrollment reconciliation support

FSEBT has extensive experience supporting both traditional and electronic enrollment processes and will work closely with City staff to ensure a smooth and successful enrollment period.

E. Administrator and Employee Support

The City of Destin will have direct access to a dedicated service team consisting of an Account Executive, Account Manager, Enrollment Systems Administrator, Claims Advocate, and executive leadership resources.

Support services include:

- Day-to-day benefits administration assistance
- Employee eligibility and enrollment support

- Claims advocacy and issue resolution
- Carrier and vendor coordination
- Compliance and regulatory guidance
- Employee communication support
- Enrollment system assistance
- Renewal planning and implementation support

FSEBT emphasizes responsiveness and accessibility. Routine inquiries are generally acknowledged within one business day, with many issues addressed sooner. More complex matters requiring carrier or vendor involvement are actively monitored through resolution and updates communicated regularly to the City.

Employees and administrators will have direct access to designated service contacts and escalation resources when additional assistance is required.

F. On-Site Availability

Yes. FSEBT can be available for on-site meetings with forty-eight (48) hours' notice when requested by the City.

Because FSEBT serves numerous public-sector employers throughout Northwest Florida, our team routinely travels throughout the region for client meetings, employee education sessions, open enrollment meetings, claims reviews, strategic planning discussions, and other service-related activities.

G. Wellness Programs

FSEBT supports wellness and employee engagement through a variety of resources and programs offered by carriers, vendors, and employer-sponsored programs.

Wellness support may include:

- Promotion of carrier wellness resources
- Employee wellness communications
- Preventive care awareness campaigns
- Health screening promotion
- Disease management program education
- Employee Assistance Program promotion
- Plan education
- Wellness strategy consultation

FSEBT assists clients in evaluating available wellness resources and identifying opportunities to improve employee engagement and promote healthier outcomes. Unless otherwise identified through specific vendor programs selected by the City, these wellness support services are included within FSEBT's standard service model.

H. Reporting and Analytics

FSEBT assists clients in obtaining, reviewing, and analyzing available carrier and vendor reporting to support informed decision-making and long-term planning.

Reporting capabilities may include:

- Renewal and utilization reporting
- Enrollment reporting
- Claims summaries and trend analysis, when available
- Wellness participation reporting
- Disease management reporting, when available
- Ad hoc reporting requests
- Employee contribution and plan participation analysis
- Benchmarking and comparative analysis

The scope and detail of available reporting depend on the funding arrangement, carrier capabilities, and vendor resources. For self-funded

programs, more robust claims and utilization reporting is generally available. For fully insured programs, reporting depends on the carrier's reporting capabilities and data availability.

FSEBT will work with the City and its carriers to obtain meaningful information that supports strategic planning, renewal evaluation, and ongoing benefit program management.

Additional Services

In addition to the services described above, FSEBT offers employee benefits consulting, strategic planning, compliance support, employee communications, claims advocacy, enrollment administration assistance, vendor management, benchmarking, alternative funding evaluations, and long-term benefits planning services.

Appendix A
Florida Insurance Licenses

FLORIDA DEPARTMENT of FINANCIAL SERVICES

FLORIDA SHERIFFS EMPLOYEE BENEFITS AGENCY, LLC

2090 SUMMIT LAKE DRIVE
TALLAHASSEE FL 32317

Agency License Number L107974

Location Number: 332316

Issued On 02/14/2020

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

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

Jimmy Patronis
Chief Financial Officer
State of Florida

Florida Department of Financial Services

SAMANTHA LYNN AKOM

Is hereby recognized as a

0815 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # A188374 Issued OCTOBER 28, 2005

For having fulfilled the requirements of Florida Law regarding this license classification.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Florida Department of Financial Services

INSURANCE LICENSE

MEGAN CANNON

License Number : G051629

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	10/03/2023

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Florida Department of Financial Services

ELIZABETH KIENZLE

2750 CHANCELLORSVILLE DRIVE
TALLAHASSEE FL 32312

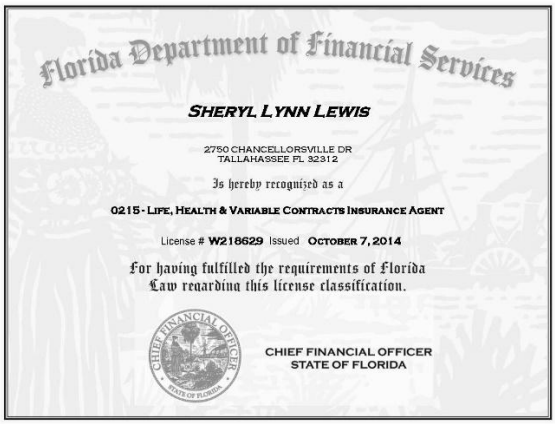
Is hereby recognized as a

0215 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # W483668 Issued MAY 2, 2018

For having fulfilled the requirements of Florida Law regarding this license classification.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA



Florida Department of Financial Services

SHERYL LYNN LEWIS

2750 CHANCELLORSVILLE DR
TALLAHASSEE FL 32312

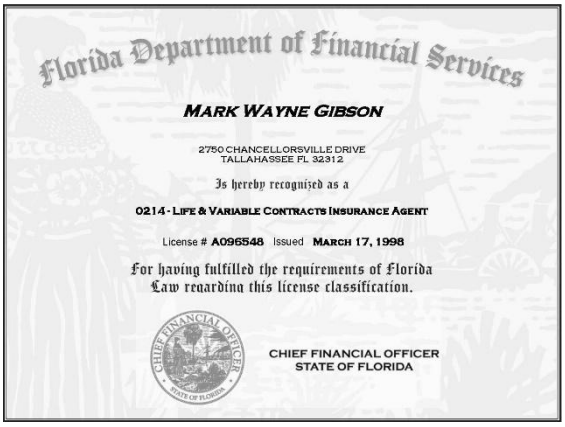
Is hereby recognized as a

0215 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # W218629 Issued OCTOBER 7, 2014

For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA



Florida Department of Financial Services

MARK WAYNE GIBSON

2750 CHANCELLORSVILLE DRIVE
TALLAHASSEE FL 32312

Is hereby recognized as a

0214 - LIFE & VARIABLE CONTRACTS INSURANCE AGENT

License # A096548 Issued MARCH 17, 1998

For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Florida Department of Financial Services

AUNDREA PATRICE HANNAH

2750 CHANCELLORSVILLE DRIVE
TALLAHASSEE FL 32312

Is hereby recognized as a

0220 - GENERAL LINES - PROPERTY & CASUALTY INSURANCE AGENT

License # A110227 Issued JANUARY 24, 2005

For having fulfilled the requirements of Florida Law regarding this license classification.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Florida Department of Financial Services

BECKY RENEE MILLER

2750 CHANCELLORSVILLE DR
TALLAHASSEE FL 32312

Is hereby recognized as a

0215 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # E043580 Issued MAY 18, 2020

For having fulfilled the requirements of Florida Law regarding this license classification.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Appendix B
Scope of Services Response

The Florida Sheriffs Employee Benefits Trust (FSEBT) acknowledges and understands the scope of services identified by the City of Destin within Appendix B of the Request for Proposals.

FSEBT confirms that the services outlined in Appendix B are included in our standard employee benefits brokerage and consulting services and are provided as part of our normal compensation structure, without additional consulting or administrative fees unless specifically requested by the City.

FSEBT's services include, but are not limited to:

- Strategic employee benefits consulting and planning.
- Annual renewal analysis, negotiations, and recommendations.
- Marketing and solicitation of alternative carrier proposals when appropriate.
- Evaluation of medical, dental, vision, life, disability, voluntary, and ancillary benefit programs.
- Review and analysis of plan design alternatives and contribution strategies.
- Budget forecasting and financial planning assistance related to employee benefits.
- Employee benefits education and communication support.
- Open enrollment planning, coordination, and implementation support.
- Employee meetings, presentations, and enrollment assistance.
- Claims advocacy and issue resolution support for both employees and administrators.
- Coordination with carriers, vendors, and third-party administrators.
- Compliance support related to HIPAA, COBRA, ACA, Section 125, and related employee benefits regulations.
- Enrollment administration and eligibility support.

- Benefits technology and enrollment platform support.
- Development of employee communication materials and benefit guides.
- Wellness strategy consultation and support.
- Reporting and analytics support utilizing available carrier and vendor reporting resources.
- Development of ad hoc reports and analysis when requested by the City.
- Attendance at meetings with City administration, employees, and City Council as requested.
- Ongoing access to dedicated account management and consulting resources throughout the plan year.

FSEBT employs a team-based service model that provides the City of Destin with direct access to strategic consulting, account management, claims advocacy, enrollment administration, and executive leadership resources. This structure ensures continuity of service, timely resolution of issues, and access to specialized expertise across all areas of employee benefits administration.

FSEBT also maintains experience supporting a variety of funding arrangements, including fully insured programs, self-funded plans, and public-sector consortium models. While the City currently maintains a fully insured program, FSEBT can assist the City in evaluating alternative funding strategies if it wishes to explore them in the future.

FSEBT agrees to perform the services identified within Appendix B in accordance with applicable laws, regulations, and industry standards and looks forward to serving as a trusted employee benefits advisor to the City of Destin and its employees.

Appendix C
Schedule of Fees

Appendix C Schedule of Fees RFP 04-HR Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%	Or $40,000 annually, all inclusive, for the initial three-year term. Optional renewal years: $45,000 annually.	FSEBT can accept commissions on the City's current programs and will provide an annual rate sheet for all lines of coverage for the City of Destin's review and approval. Under a commission-based arrangement, FSEBT would be paid by each applicable carrier. Alternatively, FSEBT proposes a fee-based option, paid directly by the City of Destin, to provide greater transparency and predictability.
Group Dental Insurance	10%		
Group Vision Insurance	10%		
Group Life Insurance	10%		
Group Disability Insurance	10%		
Hospital Indemnity	15%		

Based on the City's current 2025/2026 plan rates and the available enrollment information, the broker compensation for these lines is summarized below.

Line of Coverage	Enrollment	Estimated Annual Premium	Commission Rate	Estimated Annual Broker Compensation
Medical	89	$1,207,547.16	2.25%	$27,169.81
Dental	94	$77,858.88	10.00%	$7,785.89
Vision	91	$15,444.48	10.00%	$1,544.45
Life	96	Unknown	10.00%	*Estimated $1,159.00
Short Term Disability	96	Unknown	10.00%	*Estimated $1,288.00
Long Term Disability	96	Unknown	10.00%	*Estimated $1,702.00
Hospital Indemnity	95	Unknown	15.00%	*Estimated *1,602.00
Difference Card	89	Unknown	Flat Fee (If applicable)	*Estimated $3.00PEPM $3,204.00
Accident/Whole Life/LTC/Critical Illness		Unknown	Commission Based Sliding Scale	Unknown
Total		$1,300,850.52		*Estimate $45,455.00

The estimate is based only on the estimated premium for all lines of coverage available under the City's current 2025/2026 plan rates. Because rate and commission information were not available for these lines, any broker compensation associated with those coverages is not included in the estimated total above.

FSEBT is proposing a transparent fixed-fee arrangement of $40,000 annually for the initial three-year term. For any optional one-year renewal periods exercised thereafter, the proposed annual fee would be $45,000. This structure provides the City with clear, predictable compensation and eliminates uncertainty associated with commission-based compensation tied to premium increases or enrollment changes.

Appendix D
Carrier Information

Appendix D
Carrier Information City of Destin (RFP 04-HR)

Proposal of:

Carrier	Line of Business	Number of Years Doing Business	Contract Person	Phone Number
United Healthcare Group	Health	7	John Nelson	954-553-4662
Florida Blue	Health	7	Brian Burch	352-226-7984
AETNA	Health	7	Colby Jackson	904-631-5504
CIGNA	Health	7	Colby Jackson	904-631-5504
United Healthcare Group	Dental	7	Adam Solomon	813-956-2013
Florida Combined Life	Dental	7	Brian Burch	352-226-7984
The Standard	Dental	7	Jarod Hayer	813-785-7822
Humana	Dental	7	Laura Nolan	904-233-5606
United Healthcare Group	Life	7	Adam Solomon	813-956-2013
The Standard	Life	7	Jarod Hayer	813-785-7822
MetLife	Life	7	Alexis Hauer	407-230-5171
Florida Blue	Life	7	Brian Burch	352-226-7984
United Healthcare Group	Disability	7	Adam Solomon	813-956-2013
The Standard	Disability	7	Jared Hayer	813-785-7822
MetLife	Disability	7	Alexis Hauer	407-230-5171

Colonial Life	Disability	7	Ken MacDougall	904-651-9330
United Healthcare Group	Hospital Indem	7	Adam Solomon	813-956-2013
AllState/The Standard	Hospital Indem	7	Jarod Hayer	813-785-7822
The Standard	Hospital Indem	7	Jarod Hayer	813-785-7822
Colonial Life	Hospital Indem	7	Ken MacDougall	904-651-9330

The relationship durations identified in Appendix D reflect the period during which employee benefits services have been administered directly through the Florida Sheriffs Employee Benefits Trust (FSEBT) following the transition of operations in 2020.

Many of these relationships predate the formation of FSEBT's current operating structure and were previously administered through the Florida Sheriffs' employee benefits programs, utilizing third-party administrative and managing agent arrangements. The Florida Sheriffs' employee benefits programs have served Florida public-sector employers and constitutional offices since the 1980s.

Accordingly, while the periods listed in Appendix D accurately reflect direct FSEBT administration, they may not fully capture the longevity of the underlying client relationships or the institutional knowledge developed through decades of service to Florida public-sector employers.

Appendix E
Drug-Free Workplace Certification

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

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Florida Sheriffs Employee Benefits Trust

ADDRESS: 2750 Chancellorsville Drive

CITY: Tallahassee STATE: FL ZIP CODE: 32312

TELEPHONE NUMBER: 1-850-320-6922

SIGNATURE: Becky R. Miller DATE: 06/19/2026

NAME (TYPED OR PRINTED): Becky Miller

TITLE: Chief of Employee Benefits

Appendix F
Public Entity Crimes Statement

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

APPENDIX F
PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract Proposal

2. This sworn statement is submitted Florida Sheriffs Employee Benefits Trust whose business address is 2750 Chancellorsville Drive, Tallahassee, Florida 32312

and (if applicable) Federal Employer Identification Number (FEIN) is 84-4706781 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Becky Miller and my relationship to the entity named above is Chief of Employee Benefits

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

Appendix G
Public Entities Crime Statement Continued

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

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

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

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

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

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

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

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

HALEY MARIE POSEY NOTARY PUBLIC MY COMMISSION EXPIRES 12-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 449667

(Signature)

Date: 6/19/21

STATE OF FLORIDA

COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19th day of June, 2018, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

Appendix H
Sample Contract

FLORIDA SHERIFFS
EMPLOYEE BENEFITS TRUST

PARTICIPATION AGREEMENT

I. PARTICIPANT INFORMATION

Participating Constitutional Office:
County:
Constitutional Officer Name:
Participant's Address:
Participant's Phone:
Participant's Email:

Participant hereby makes formal application for membership to and participation in the **FLORIDA SHERIFFS EMPLOYEE BENEFITS TRUST (FSEBT)**, to be effective 12:01 AM, on September 1, 2026.

II. PARTICIPANT SELF-INSURED BENEFITS, FULLY-INSURED BENEFITS, AND/OR OTHER BENEFITS SERVICES

Participant applies for self-insured or fully-insured benefits or other benefits services through one or more of the following programs:

- ☐ Florida Sheriffs Employee Benefits Trust – Self-insured Health Plans - Consortium
- ☐ Florida Sheriffs Employee Benefits Trust – Self-insured Health Plans – Non-Consortium
- ☐ Florida Sheriffs Employee Benefits Trust – Self-insured Health Plans – Ancillary Benefits
- ☐ Florida Sheriffs Employee Benefits Trust – Fully-insured Health Plans – Ancillary Benefits
- ☐ Florida Sheriffs Employee Benefits Trust – other benefits services (Compliance services, COBRA Administration, FSA, H.S.A., HRA, DCA, Sect 125)

SAMPLE

2750 Chancellorsville Dr.• Tallahassee, Florida 32317
Office: 850-320-6880 • *Fax:* 850-320-6939 • *Toll-Free:* 866-345-3688

III. FINANCIAL ARRANGEMENTS

☐ *Check here if ALL benefits are direct billed by the carrier. If so, Section III is not applicable.*

1) Monthly Estimated Payments:

a) Approximately 5 days before the first day of each month, the FSEBT will provide the Participant with a detailed invoice for the premium due, based on the previously agreed upon rates schedule, for which such amount is to be paid during the forthcoming month. The Participant will then deposit funds in the amount of the invoice (paying as billed) into an account in a bank maintained by the FSEBT for the sole purpose of funding this group health program. It is agreed these funds shall remain trust funds held on behalf of the Participant, so long as they remain in this account. Failure to pay said premiums when due may constitute a breach of contract and may be grounds for termination of agreement by the FSEBT. The FSEBT shall have the authority to write checks upon the account described in this paragraph up to a sum mutually agreeable to FSEBT and the Participant. The subject bank shall be informed in writing of FSEBT's maximum drawing authority.

b) After the end of each month, the FSEBT will prepare and provide the Participant with a detailed set of reports of the previous month's claims, insurance premiums and plan expense payments (for self-funded consortium and non-consortium Participants). These reports will be provided by the 25th of the following month.

c) A portion of your monthly billed premiums for self-insured benefits will be allocated and held in the Reserve Account. This is detailed as a part of the monthly estimated premium payments with in the Cost Projections Model provided to the Participant prior to the beginning of the contract year. These amounts may fluctuate slightly throughout the year based on your actual enrollment. The amount shall be adjusted annually by FSEBT pursuant to actuarial studies.

IV. TERMS AND CONDITIONS

If this application is accepted by the Board of Trustees of the FSEBT, or its authorized representatives, for the purpose of approving membership and participation in the FSEBT, Participant does hereby agree as follows:

A. To accept and be bound by the provisions of the FSEBT Trust Agreement, or any amendments or revisions thereto.

B. To abide by the rules, regulations, and resolutions adopted by the Trustees of the FSEBT or the administration of the FSEBT, and to conform to the terms of the agreements they have entered into, or may hereafter enter into, with any authorized Administrator or Agent.

C. To abide by and be bound by the terms and conditions of the plan of benefits adopted by

SAMPLE

the Trustees.

D. To continue participation for at least a 36-month period, as long as service is acceptable and any premium/rate adjustments are reasonable and justified by the FSEBT and/or the Participant's experience. However, my participation will continue for at least one year from the effective date of execution of this document, so as not to adversely affect the FSEBT and its participants. Should I desire to cancel my participation in the FSEBT, I will give written notification of such cancellation, such written notice to be not less than sixty (60) days prior to the effective date of cancellation or plan renewal date, which ever is later.

E. It is understood that should I cancel my participation in the FSEBT, and at a later date desire to again participate, the Board of Trustees must approve such participation.

F. That I shall take appropriate measures to comply with all state and federal laws and regulations regarding patient privacy, and agree to protect and maintain the confidentiality of patient identifiable health information or any identifiable information at all times, by all parties with access to such information, whether appearing in reports, documents or other such printed material received from the FSEBT through mail, hand delivery, facsimile or electronic means. Appropriate measures can range from limited access, storage in locked areas, or other such limiting measures, to protect said information from improper disclosure or dissemination. Failure to do so shall put me and my office/agency at undue risk and exposure to liability for improper handling of patient identifiable health information. Any fine, penalty, or other liability imposed due to my failure to comply with this provision, including any penalty or other liability imposed on the FSEBT, shall be solely my responsibility.

I am entering into this Agreement as _____(Title) of my county, with the intention of providing self-insured, fully insured, or other benefits services hereunder for the _____ County _____Office.

All agreements and assurances made in this Agreement are made in that capacity and that capacity only.

By: _____ Date: _____

Participant Authorized Representative

The above is hereby approved as a PARTICIPANT of the FSEBT.

_____ Date: _____

FSEBT Trustee or Authorized Representative

SAMPLE

CITY OF DESTIN AGENT-BROKER AGREEMENT

This Agent-Broker Agreement ("Agreement") dated July __, 2026, between ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

2.1 If Agent-Broker is an Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP _____ Request for Proposal (the "RFP). All provisions of the City's RFP, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:

2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.

2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.

2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.

2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.

2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.

2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.

2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least $1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of $500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.

2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.

2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.

2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.

2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 RESERVATION OF RIGHTS

4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.

4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.

5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.

5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.

5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Polices underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.

5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:

a. in response to a court order or valid subpoena; or

b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so.

5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT-BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, lwallace@cityofdestin.com. Specifically, the Agent-Broker must:

a. Upon request from the City's custodian of public records, provide the City 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 this FS Chapter 119 or as otherwise provided by law.

b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.

c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6 COMPENSATION

6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP, **Appendix C, Schedule of Fees**, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement shall commence and become effective upon _____, 2026 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.

8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent to: If

to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name:

Address:

City, State, ZIP:

Phone Number:

Fax Number:

Other Information:

Website (if applicable):

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:

8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;

8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;

8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;

8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;

8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;

8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same

8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;

8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, 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, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 **Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees or agents of the City for any purpose.**

9.10 Sovereign Immunity**.** Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this Agreement.

9.12 In any dispute, litigation, or appeal relating to this Agreement, each party shall be responsible, and solely liable for their own respective attorney's fees and costs.

10. **SERVICES NOT PROVIDED FOR**. No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.

11. CONFLICT OF INTEREST.

11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.

11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.

12. **JURY TRIAL WAIVER. AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.**

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By:_____
(City Representative)

Name: Larry Jones

Title: City Manager

Date: _____

By:_____
(Name of Agent-Broker or Agency)

Name: _____

Title: _____

Date: _____

Legal Review:

_____
ROBERT E. LARKIN, III, Esq.
Labor Attorney

_____
Kimberly Kopp, Esq.
City Attorney

Appendix I
Resumes

Becky Miller, CHRS

Chief of Employee Benefits

Professional Summary

Becky Miller serves as Chief of Employee Benefits for the Florida Sheriffs Employee Benefits Trust (FSEBT) and oversees the management and strategic direction of the Trust's employee benefits operations. She also serves as Managing Agent for the Florida Sheriffs Employee Benefits Agency (FSEBA).

With more than twenty-five years of experience in employee benefits consulting and administration, Becky has extensive experience supporting employers of all sizes with a particular focus on Florida public-sector organizations. Her expertise includes strategic planning, financial analysis, implementation oversight, compliance, self-funded plan administration, and organizational growth initiatives.

Under Becky's leadership, FSEBT has experienced significant growth in participation while expanding service offerings, technology solutions, and regional support capabilities throughout Florida.

Areas of Expertise

- Strategic Benefits Planning
- Self-Funded Health Plans
- Financial Analysis and Reporting
- Benefit Implementations
- Compliance and Regulatory Guidance
- Stop-Loss Strategy and Negotiation

- Organizational Growth and Operations
- Public-Sector Benefits Consulting

Professional Experience

- Chief of Employee Benefits, FSEBT (Current Position)
- Director of Marketing, FSEBT
- Senior Benefit Consultant, Northwest Benefit
- Benefits Consultant, Fisher Brown
- Vice President, Insurance Office of America
- Director of Employee Benefits, Peoples First Insurance Services
- Employee Benefits Administrator, The Clemons Company

Education

- Associate of Arts, Gulf Coast State College
- Business Administration Studies, University of Florida

Professional Licensing & Certifications

- Florida 2-15 Life, Health & Variable Annuity License
- Registered Employee Benefits Consultant (REBC)
- Certified Healthcare Reform Specialist (CHRS)
- Advanced Self-Funding Certification

Aundrea Hannah

Senior Account Executive

Professional Summary

Aundrea Hannah serves as Senior Account Executive for FSEBT and provides strategic consulting, renewal planning, implementation oversight, and ongoing account management support for public-sector employers throughout Florida.

With more than twenty-five years of experience in the insurance and employee benefits industry, Aundrea has extensive experience supporting public employers with employee benefits consulting, carrier negotiations, employee communications, and long-term benefits strategy. She plays a key role in implementation and transition activities, coordinating carriers, vendors, enrollment processes, communication timelines, and administrative functions to ensure successful implementations and smooth open enrollment periods.

Aundrea's experience serving Florida public-sector employers and first responder organizations provides her with a strong understanding of the operational priorities, service expectations, and unique challenges facing local governments and public employers.

Areas of Expertise

- Employee Benefits Consulting
- Renewal Strategy and Negotiation
- Benefit Implementations and Transitions
- Public-Sector Benefits Programs
- Employee Communications
- Open Enrollment Management
- Carrier Relations

- Strategic Benefits Planning

Professional Experience

- Senior Account Executive, FSEBT (Current Position)
- AVP Corporate Development / Senior Marketing Associate, Star & Shield
- Senior Marketing Associate & Florida Office Manager, Star & Shield
- Sales Associate & Office Manager, Arnold Waters Allstate Insurance
- Florida Sales Associate, Educated Choice Insurance Agency
- Agent, AAA Club South

Education

- Associate of Arts, Pensacola State College
- Undergraduate Studies, Florida A&M University

Professional Licensing & Certifications

- Florida 2-20 General Lines License
- Florida 2-15 Life, Health & Variable Annuity License

Samantha Akom

Account Executive

Primary Account Executive for the City of Destin

Professional Summary

Samantha Akom serves as Account Executive for FSEBT and provides strategic consulting, implementation oversight, renewal planning, and ongoing account management support for public-sector employers.

With more than fifteen years of experience in employee benefits and insurance consulting, Samantha has extensive experience supporting employer groups with employee education, carrier coordination, claims advocacy, and employee communications. She plays a key role in implementation and transition activities, helping coordinate vendors, enrollment processes, communication timelines, and administrative functions to ensure smooth implementations and successful open enrollment periods.

Her experience supporting public-sector organizations and employer groups provides her with a strong understanding of the operational needs and service expectations common among local governments and public employers.

Areas of Expertise

- Employee Benefits Consulting
- Employee Education and Communication
- Open Enrollment Management
- Benefit Implementations and Transitions
- Claims Advocacy
- Carrier Coordination
- Employee Meetings and Presentations
- Eligibility Administration

Professional Experience

- Account Executive, FSEBT (Current Position)
- Administrative Assistant, Decatur County / University of Georgia
- Insurance Broker, My Benefits Advisor, Inc.
- Insurance Agent, Tim Smith & Associates, Inc.

Education

- Principles of Accounting Coursework, Palm Beach Community College

Professional Licensing & Certifications

- Georgia Life and Health Insurance License

Elizabeth Kienzle

Senior Account Manager

Professional Summary

Elizabeth Kienzle serves as Senior Account Manager for FSEBT and provides day-to-day operational support for employee benefits programs, enrollment administration, vendor coordination, and ongoing account service.

Elizabeth plays a key role in implementation and transition efforts, assisting with enrollment setup, eligibility management, communication coordination, vendor integration, and administrative processes to help ensure successful implementations and smooth open enrollment periods.

Her responsiveness, attention to detail, and commitment to service support the successful administration of employee benefits programs and contribute to a positive experience for both administrators and employees.

Areas of Expertise

- Enrollment Administration
- Benefit Implementations
- Online Enrollment Systems
- Eligibility Management
- Vendor Coordination
- Renewals and Audits
- Employee Service Support
- Benefits Administration

Professional Experience

- Senior Account Manager, FSEBT (Current Position)

- Account Manager, Hunt Insurance Group

Education

- Bachelor of Business Administration, Texas A&M University
- Master of Business Administration, Texas A&M University

Professional Licensing & Certifications

- Florida 2-15 Life, Health & Variable Annuity License

Megan Cannon

Account Manager

Primary Account Manager for the City of Destin

Professional Summary

Megan Cannon serves as Account Manager for FSEBT and provides day-to-day support for employee benefits programs, renewals, enrollment administration, carrier coordination, and ongoing account service.

Megan plays an important role in implementation and transition activities, assisting with enrollment setup, eligibility auditing, vendor coordination, and open enrollment support to help ensure smooth implementations and positive employee experiences.

Her experience supporting employee benefits clients through renewals, enrollment audits, and ongoing service activities, combined with her strong attention to detail and responsiveness, helps ensure accurate administration and effective support for both administrators and employees throughout the plan year.

Areas of Expertise

- Employee Benefits Administration
- Renewals and Quoting
- Enrollment Auditing
- Carrier Coordination
- Open Enrollment Support
- Eligibility Management
- Data Accuracy and Reconciliation
- Client Service Support

Professional Experience

- Account Manager, FSEBT (Current Position)

- Employee Benefits Account Manager, Brown & Brown Insurance
- Employee Benefits Account Manager, Acentria Insurance
- Employee Benefits Account Coordinator, Acentria Insurance
- Elementary Teacher, Leon County Schools

Education

- Bachelor of Science, Elementary Education, Valdosta State University

Professional Licensing & Certifications

- Florida 2-15 Life, Health & Variable Annuity License
- Florida Educator Certificate

Mark Gibson

Senior Enrollment Systems Administrator

Professional Summary

Mark Gibson serves as Senior Enrollment Systems Administrator for FSEBT and manages all aspects of the Trust's enrollment technology platforms and related administration functions.

With more than 24 years of insurance industry experience, including significant support for city, county, and school district clients, Mark specializes in benefits administration technology, enrollment systems, carrier file management, and implementation support.

His expertise helps ensure accurate eligibility administration, successful open enrollment periods, and seamless connectivity between employers, carriers, and enrollment platforms.

Areas of Expertise

- Benefits Administration Systems
- Enrollment Implementations
- Carrier File Management
- Eligibility Administration
- Open Enrollment Support
- Vendor Integration
- Online Enrollment Platforms
- Government Benefits Administration

Professional Experience

- Senior Enrollment Systems Administrator, FSEBT (Current Position)
- Senior Client Operations Lead, Businessolver

- Enrollment Systems Administrator, Hunt Group, LLC
- Government Analyst II, Florida Agency for Health Care Administration
- Account Executive, Fringe Benefits Management Company

Education

- Bachelor of Science, Criminology, Florida State University

Professional Licensing & Certifications

- Florida 2-15 Life, Health & Variable Annuity License

Appendix J
Additional Supporting Materials

Question: With a July 6 broker decision date and August open enrollment for a September 1 effective date, how quickly can the City provide an enrollment census?

Response: The City will make enrollment and census information available to the selected broker within 24 hours following award.

Question: Are any of the contracts multi-year (health, dental, vision, etc.)?

Response: Existing employee benefits coverages are renewed annually.

Question: How does the City run its current open enrollment and for how long?

Response: Open enrollment is conducted annually with support from the incumbent broker. The broker assists with employee communications, enrollment meetings, enrollment materials, and administration of enrollment activities. Open enrollment timing may vary based on renewal negotiations and carrier requirements-typically 2 pay periods prior to renewal date.

Question:
The bid opening date for 26-04-HR remains June 26, 2026 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Becky R. Miller
Print Name

Becky R. Miller
Signature

6/23/26
Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	CONTACT NAME: MMA - Florida Region PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267 E-MAIL ADDRESS: CersTeam@MarshMMA.com
INSURED FLORIDASHRIS Florida Sheriffs Risk Management Fund Florida Sheriffs Employee Benefits Trust	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Co., LTD — 11000 INSURER B : Hartford Accident & Indemnity — 22357 INSURER C : Twin City Fire Insurance Co. — 29459 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 772970380 **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: X POLICY PRO-JECT LOC OTHER:			21SBMTY6276	10/1/2024	10/1/2025	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			21UECDD3852	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WEBJ5G6A	10/15/2024	10/15/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Retro Date: 03/12/2020 Florida Sheriffs Employee Benefits Agency LLC
RE: Proposal #PD 24-25.089 Title: Benefits Broker Consultant

CERTIFICATE HOLDER

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
Todd George

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2026-2027

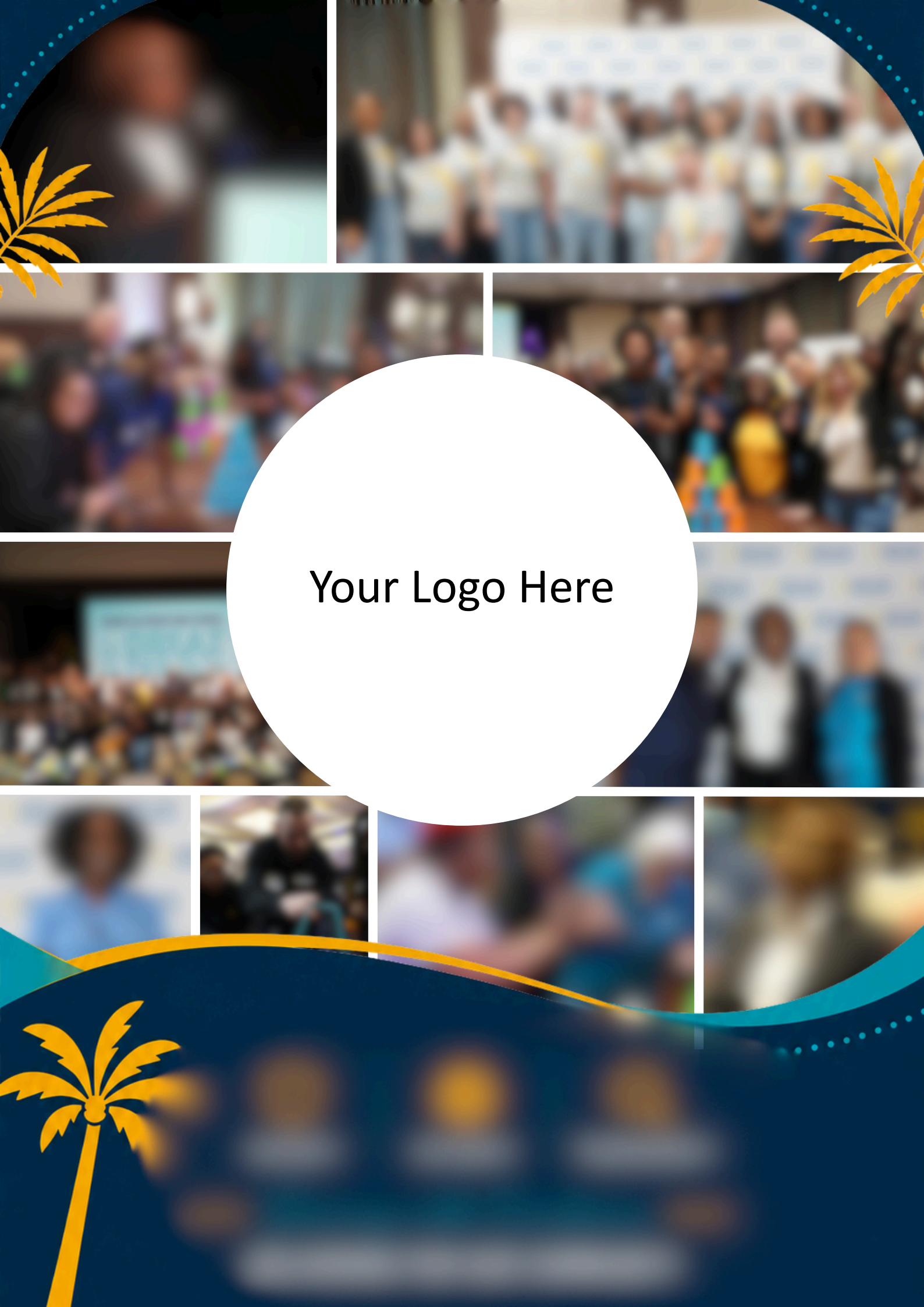
Your Logo Here

SAMPLE GUIDE

SAMPLE

EMPLOYEE BENEFIT GUIDE

Public Official Letter to Staff


Your Logo Here

	Contact Information	4
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	Voluntary Life and AD&D	17
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	LTD & Pet Insurance	19
	Supplemental Insurance	20
	Benefit Assistance	21

Benefit	Provider|Support	Contact
Human Resources		Phone: (555) 555-555 Email: benefits@Samplesheriff.com
Online Benefit Enrollment	Employee Navigator	www.employeenavigator.com
Medical Insurance	UnitedHealthcare	Customer Service: (800) 664-5295 www.myuhc.com
Prescription Drug Coverage	Optum RX	Customer Service: (877) 711-9778 www.optumrx.com
Telemedicine	Teladoc Health	Phone: (888) 921-5729 www.teladochealth.com
Dental Insurance	UnitedHealthcare	Customer Service: (888) 223-4892 www.myuhc.com
Vision Insurance	UnitedHealthcare	Customer Service: (888) 223-4892 www.myuhc.com
Flexible Spending Accounts		Customer Service: (716) 852-2611 www.padmin.com
Employee Assistance Program	Optum EAP	Customer Service: (888) 887-4114 www.myuhc.com
Basic Life and AD&D Insurance	The Standard	Customer Service: (800) 628-8600 www.standard.com
Voluntary Life and AD&D Insurance	The Standard	Customer Service: (800) 628-8600 www.standard.com
Long Term Disability Insurance	The Standard	Customer Service: (800) 368-1135 www.standard.com
Legal Plan	U.S. Legal Services	
Pet Insurance	Nationwide Pet Insurance	
Claims, Billing & Benefit Assistance	Florida Sheriffs Employee Benefits Trust	Customer Service: (850) 320-6880 Email: employeebenefits@fsebt.org

Introduction

Sample Public Office is committed to supporting the health and well-being of its employees by providing a comprehensive benefits package. This Employee Benefit Highlights Booklet is designed to give you a convenient summary of your available options.

Please note that this booklet is provided for informational purposes only and does not constitute a legal contract or guarantee of benefits or continued employment. For complete details and descriptions of all benefit programs, employees should refer to the official Personnel Policies and the Certificates of Coverage issued by each insurance carrier. All benefits are governed by these official documents, which take precedence in the event of any discrepancy. Payment of benefits is determined by the applicable insurance provider and/or claims administrator. Sample Public Office reserves the right to amend, suspend, or terminate any benefit plan, in whole or in part, at any time, subject to legally required notice.

This booklet does not amend, modify, or alter the terms of any benefit plan, policy, or certificate of coverage. The official policies, contracts, and Certificates of Coverage govern in all cases. This document and its contents are confidential and proprietary to the Florida Sheriffs Employee Benefits Trust. They may not be reproduced, amended, or disclosed to any third party without prior written consent.

Digital Guide

Your benefit guide is also available in FlippingBook, an online format that allows for easy reading on any device. You can flip through pages like a booklet, use the search feature to find information quickly, and click on links to access forms and resources. Please follow the link or QR below to access this guide in its digital format.

SCAN ME

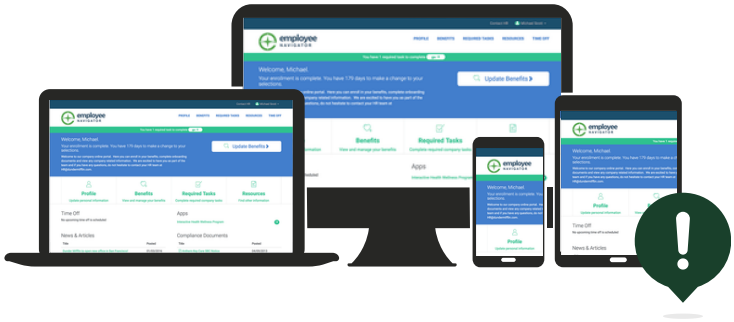
online.flippingbook.com/view//

Employee Navigator

Sample Public Office provides employees with an online benefits enrollment platform through Employee Navigator. This system allows benefit-eligible employees to enroll in or modify their insurance benefits during the annual Open Enrollment period, or following a Qualifying Life Event.

Accessible 24 hours a day, year-round, Employee Navigator enables you to:

- Review detailed information about available benefit plans
- Enroll in or update your benefit elections
- View and print a summary of your current elections for yourself and your dependents
- Report Qualifying Life Events (QLEs)
- Update life insurance beneficiary designations
- Access necessary forms and carrier links



How to Access Employee Navigator:

Log on to: www.employeenavigator.com

✓ Sign in using your username and password, or select “Register as a New User” if accessing for the first time.

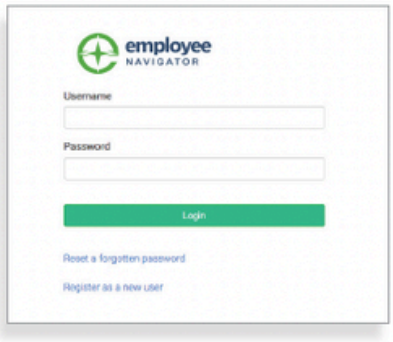
✓ If you forget your username or password, use the “Forgot Username/Password” link and follow the instructions.

✓ Once logged in, use the dashboard to review current elections, learn more about plan options, make benefit changes, and update beneficiary designations.

Note: The following pages give detailed login details for new users.

For assistance with login or technical support, please get in touch with the Human Resources department.

ENROLL IN YOUR BENEFITS: One step at a time



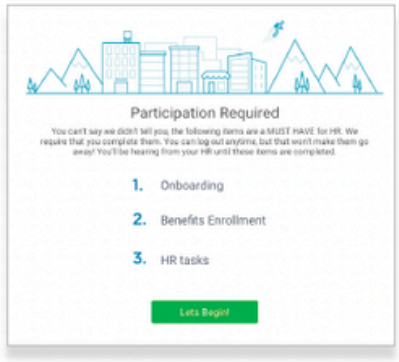
Step 1: Log in

Go to www.employeenavigator.com and click **Login**

- **Returning users:** Log in with the username and password you selected.

Click **Reset a forgotten ppassword.**

- **First time users:** Click on your Registration LInk in the email sent to you by your admin or **Register as a new user.** Create an account, and create your own username and password.

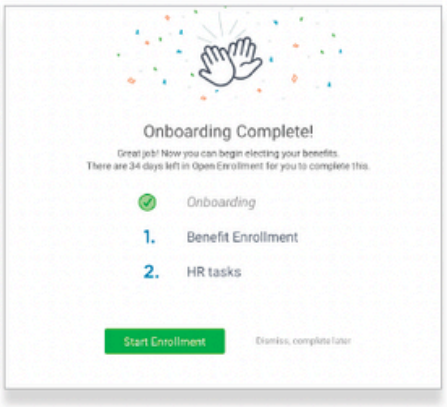


Step 2: Welcome!

After you login click **Let's Begin** to complete your required tasks.

If prompted for a Company Identifier Number enter:

XXXX

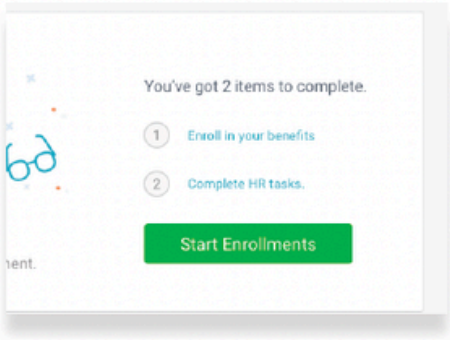


Step 3: Onboarding (For first time users, if applicable)

Complete any assigned onboarding tasks before enrolling in your benefits. Once you've completed your tasks click **Start Enrollment** to begin yhour enrollments.

TIP

if you hit **"Dismiss, complete later"** you'll be taken to your Home Page. You'll still be able to start enrollments again by clicking **"Start Enrollments"**



Step 4: Start Enrollments

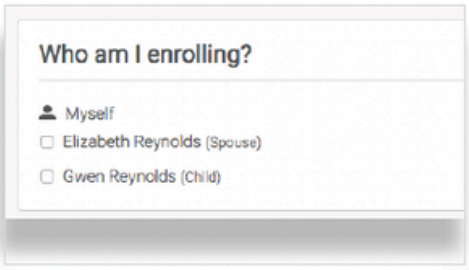
After clicking **Start Enrollment,** you'll nbeed to complete some personal & dependent information before moving to your benefit elections.

TIP

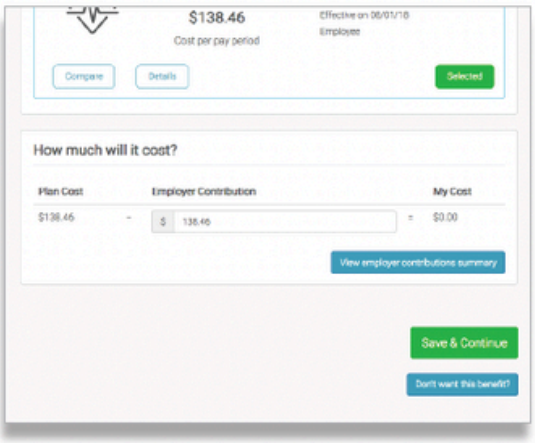
Have dependent details handy. To enroll a dependent in coverage you will need their date of birth and Social Security number.

Step 5: Benefit Elections

To enroll dependents in a benefit, click the checkbox next tp the dependent name under Who am I enrolling?



Below your dependents you can view your available plans and the cost per pay. To elect a benefit, click **Select Plan** underneath the plan cost.

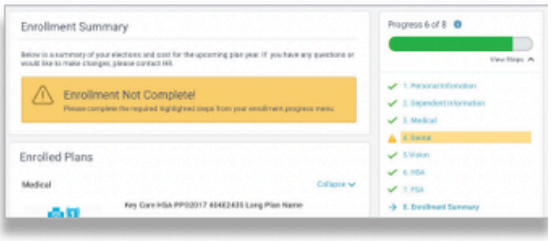


Click **Save & Continue** at the bottom of each screen to save your elections.

If you do not want a benefit, click **Don't want this benefit?** at the bottom of the screen and select a reason from the drop-down menu

Step 6: Forms

If you have elected benefits that require a beneficiary designation, Primary Care Physician, or completion of an Evidence of Insurability form, you will be prompted to add in those details.

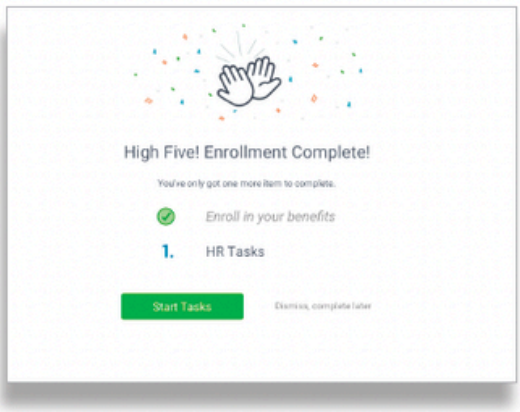


Step 7: Review & Confirm Elections

Review the benefits you selectd on the enrollment summary page to make sure they are correct then click **Sign & Agree** to complete your enrollment. You can either print a summary of your elections for your records or login at any point during the year to view your summary online,.

TIP

If you miss a step you'll see **Enrollment Not Complete** in the progress bar with the incomplete steps highlighted. Click on any incomplete steps to complete them.



Step 8: HR Tasks (if applicable)

To complete any required HR taska, click **Start Tasks.** If your HR department has not assigned any tasks, you're finished!

You can login to review your benefits 24/7

Sample Public Office insurance plan year is

October 1 through September 30

Eligibility

Employees of Sample Public Office are eligible to participate in insurance benefits if they are full-time and regularly scheduled to work at least 30 hours per week. Insurance coverage, including Flexible Spending Accounts (FSA), begins on the date of hire. FSA funds may be used as soon as the employee receives their debit card from P&A Group.

Separation of Employment

If employment with Sample Public Office ends, insurance coverage will continue through the last day of the month in which separation occurs. COBRA continuation of coverage may be available, as required by law. If separation occurs before the first payroll of that month, a double deduction will be applied to cover the employee's portion of the monthly premium.

Domestic Partner Coverage

Domestic partners may be eligible for Sample Public Office group insurance plans if officially registered with the Sample. Per IRS guidelines, employees cannot receive a tax advantage on premiums for domestic partner coverage. Employees covering a domestic partner and/or the partner's children are subject to imputed income tax on subsidy amounts and should consult a tax advisor. For details, contact Human Resources.

Dependent Eligibility

A dependent is defined as a legal spouse/domestic partner and/or dependent child(ren) of the employee or their spouse/domestic partner.
Eligible Children include:

- Natural child
- Stepchild
- Legally adopted child
- Newborn child (up to 18 months) of a covered dependent (per Florida Statute)
- Child for whom the employee or their spouse/domestic partner has been awarded legal guardianship

Dependent Age Requirements

Medical Coverage:

Eligible until the end of the calendar year in which the child turns age 26. Coverage may extend through the end of the calendar year in which the child turns age 30 if the child is:

- Unmarried with no dependents
- A Florida resident, or enrolled as a full-time or part-time student
- Otherwise uninsured
- Not entitled to Medicare benefits (unless disabled)

Dental Coverage:

Eligible until the end of the calendar year in which the child turns age 30.

Vision Coverage:

Eligible until the end of the calendar year in which the child turns age 26.

Important Notes

Extended Medical Coverage (ages 26–30): Florida law allows dependents who meet the listed requirements to remain on the medical plan until the end of the year they turn 30.

Taxable Dependents: Premiums for over-age dependents (27–30) may be considered taxable income.

Disabled Dependents: Coverage may continue past age 26 if the child became disabled before age 26, is primarily dependent on the employee for support, remains eligible under the plan, and has had continuous coverage (proof of disability required).

Section 125 of the Internal Revenue Code

Premiums for medical, dental, and vision insurance, as well as contributions to Flexible Spending Accounts (FSA) and certain supplemental policies, are deducted on a pre-tax basis through the Section 125 Cafeteria Plan. Changes to these pre-tax benefits are permitted only during the annual Open Enrollment period, unless the employee or an eligible dependent experiences a Qualifying Event.

A Qualifying Event, as defined under Section 125 of the Internal Revenue Code, may allow mid-year changes if it affects coverage eligibility for the employee, spouse, or dependents. Any requested changes must be made within 30 days of the Qualifying Event and must be consistent with the nature of the event.

Examples of Qualifying Life Events

- Marriage or divorce
- Birth or adoption of a child, or placement of a child for legal custody
- Death of a spouse or dependent
- Gain or loss of coverage due to an employee, spouse, or dependent starting or ending employment
- Change in an employee's work hours that affects eligibility for coverage
- Dependent no longer meeting eligibility criteria (e.g., reaching maximum age)
- A child gaining or losing coverage through another parent or legal guardian
- Change in coverage under an employer-sponsored plan
- Gaining or losing Medicare eligibility
- Gaining or losing eligibility for State Medicaid or CHIP (including Florida KidCare) — 60-day notification required

Important Notes

If you experience a Qualifying Event, you must contact the Human Resources Section within 30 days to request changes to your coverage. Valid documentation may be required to support the change. If approved, coverage changes will take effect either on the date of the Qualifying Event or the first of the following month. (Newborns are covered effective the date of birth.)

All Qualifying Events are processed in accordance with the employer's and carrier's eligibility policies. Requests made after 30 days will be denied, and the employee may be held legally and financially responsible for any claims or expenses incurred by an ineligible dependent who remains enrolled.

Where to Get Help

Need Help with a Qualifying Event?
Contact Human Resources
Phone: (555) 555-5555
Address:

Summary of Benefits & Coverage (SBC)

An SBC for the Medical Plan is provided to all employees at hire and during Open Enrollment to help you compare your benefit options. A free copy is available from Human Resources at:

- Address:
- Phone: (555) 555-5555
- Website: Sample Flipbook

For full details, please review the official plan documents or contact Human Resources.

Medical Insurance

Sample Public Office offers medical insurance to benefit-eligible employees through UnitedHealthcare (UHC). Employees may choose between an HMO or a PPO plan, depending on their needs and preferences:

- HMO (Health Maintenance Organization): Designed for simplicity and savings, HMOs provide coordinated care through in-network providers, typically with a primary care physician (PCP) guiding treatment. This structure often results in lower, more predictable out-of-pocket costs.
- PPO (Preferred Provider Organization): PPOs give employees the freedom and flexibility to see both in-network and out-of-network providers, typically without requiring referrals. This allows for greater choice and convenience in accessing care.

Premiums are listed on this page, and a summary of benefits is provided on the following page. For more detailed information, please review the plan's Summary of Benefits and Coverage (SBC) or contact Human Resources.

Telemedicine

Sample Public Office provides access to Teladoc Health as part of the medical plan. Teladoc offers convenient phone and video consultations with licensed healthcare providers, providing members with immediate assistance for many common health concerns.
This benefit is available to all enrolled members. It provides 24/7 on-demand access to affordable care for non-emergency medical issues, especially when your primary care provider is unavailable, after hours, or on holidays.
Conditions commonly treated through Telehealth include:

- Mental health concerns
- Dermatology issues
- Sore throat or migraine
- Respiratory infections
- Fever, cold, or flu
- Allergies, rashes, or acne
- Urinary tract infections (UTIs)
- And more

Telehealth providers do not replace your primary care physician but may serve as a convenient alternative to urgent care or ER visits for non-emergency needs.

All your Teladoc benefits from one place.
Set up your account today!
Call 1-800-TELADOC | Download the app
www.Teladoc.com

UHC Choice Plus- PPO

Coverage Tier	Employee Monthly Cost
Employee Only	$0.00
Employee + Spouse	$0.00
Employee + Child(ren)	$0.00
Employee + Family	$0.00

UHC NHP- HMO

Coverage Tier	Employee Monthly Cost
Employee Only	$0.00
Employee + Spouse	$0.00
Employee + Child(ren)	$0.00
Employee + Family	$0.00

Important Notes

Premiums are based on 24 payroll deductions per year
(two per month).

Deductions are split evenly between paychecks, ensuring consistent costs throughout the year.

For additional member information:
Visit: member.uhc.com
Call: 1-800-657-8205

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Download the UHC App

		UnitedHealthCare Choice Plus - PPO		UnitedHealthCare NHP - HMO	
Plan Services	**Coverage**	***In-Network***	***Out-of-Network***	***In-Network***	***Out-of-Network***
Plan Year Deductible (PYD)	Single	$500	$1,500	$500	N/A
	Family	$1,500	$4,500	$1,000	N/A
Out of Pocket Maximum	Single	$4,000	$7,500	$3,500	N/A
	Family	$8,000	$15,000	$7,000	N/A
	Coinsurance	20%	50%	20%	N/A
Non-Hospital Services	Primary Care Physician Office Visit	$25 Copay	50% after PYD	$25 Copay	N/A
	Specialist Physician Office Visit	$60 Copay	50% after PYD	$45 Copay	N/A
	Preventive Care	No Copay	50%	No Copay	N/A
	Advanced Imaging - CT, PET, MRI	20%* or 50% after PYD	50% after PYD	$350 copay* or 40% after PYD	N/A
	Urgent Care Visit	$65 Copay	$65 after PYD	$75 Copay	N/A
Hospital Services	Inpatient Hospital	20% after PYD	50% after PYD	$250 Copay	N/A
	Outpatient Hospital	20% after PYD	50% after PYD	$250 Copay	N/A
	Emergency Room	$300 Copay	$300 copay	$350 Copay	N/A
Mental Health & Substance Abuse Svcs	Inpatient Hospital	No Copay	50% after PYD	No Copay	N/A
	Outpatient Office Visit	No Copay	50% after PYD	No Copay	N/A
	Outpatient Other	No Copay	50% after PYD	No Copay	N/A
Prescription Drugs	Tier 1	$10 Copay	$10 Copay	$10 Copay	N/A
	Tier 2	$35 Copay	$35 Copay	$35 Copay	N/A
	Tier 3	$50 Copay	$50 Copay	$70 Copay	N/A
	Specialty	Tier 1-3	Tier 1-3	Tier 1-3	N/A
Mail Order (90-day supply)	Tier 1	$25 Copay	N/A	$25 Copay	N/A
	Tier 2	$87.50 Copay	N/A	$87.50 Copay	N/A
	Tier 3	$125 Copay	N/A	$175 Copay	N/A

UnitedHealthcare PPO

Coverage Tier	Employee Monthly Cost
Employee Only	$0.00
Employee + Spouse	$0.00
Employee + Child(ren)	$0.00
Employee + Family	$0.00

Dental Insurance

Sample Public Office offers dental coverage through UnitedHealthcare (UHC) for benefit-eligible employees and their dependents. Premiums are shown in the rate table to the side, with a basic summary of benefits provided below. The plan offers comprehensive coverage for preventive, basic, and major services, with the flexibility to use both in-network and out-of-network providers. For complete details, please refer to the plan document or contact UHC Member Services.

Note: When using a dentist outside the PPO network, reimbursement is based on the 90th percentile of Usual, Customary, and Reasonable (UCR) charges in your area.

		UnitedHealthcare PPO	
Plan Services	**Services**	***In-Network***	***Out-of-Network***
Plan Information	Deductible (Individual/Family)	$50/$100	$50/$100
	Annual Maximum	$1,500	$1,000
	Waiting Period	None	None
Preventive Care	Periodic Oral Evaluation	100%	70%
	Radiographs	100%	70%
	Lab and Other Diagnostic Tests	100%	70%
	Dental Prophylaxis (Cleaning)	100%	70%
	Sealants	100%	70%
Basic Services	Emergency Treatment/General Services	80%	60%
	Simple Extractions	80%	60%
	Oral Surgery (including surgical extractions)	80%	60%
Major Services	Periodontics	50%	40%
	Inlays/Onlays/Crowns	50%	40%
	Dentures and Removable Prosthetics	50%	40%

Vision Insurance

Sample Public Office provides vision coverage through UnitedHealthcare for all benefit-eligible employees. Premiums are shown in the table, with a summary of plan benefits outlined below. For complete details, employees should review the official plan document or contact UnitedHealthcare Member Services.

The UnitedHealthcare vision plan covers routine eye exams, eyeglasses (lenses and frames), and contact lenses for employees and their eligible dependents. Members may choose either frames or contact lenses in a plan year, but not both. Services received from in-network providers are covered in accordance with the plan's schedule of benefits.

UnitedHealthcare Vision

Coverage Tier	Employee Monthly Cost
Employee Only	$0.00
Employee + Spouse	$0.00
Employee + Child(ren)	$0.00
Employee + Family	$0.00

		UnitedHealthcare Vision	
Plan Services	**Services**	***In-Network***	***Out-of-Network***
Routine Services	Eye Exam	$10 Copay	Up to $40
	Retinal Imaging	$39 Copay	Not Covered
	Materials	$15 Copay	Not Covered
Frequency of Services	Examination	12 Months	12 Months
	Lenses	12 Months	12 Months
	Frames	12 Months	12 Months
	Contact Lenses	12 Months	12 Months
Lenses	Single Vision	Covered	Up to $40
	Bifocal	Covered	Up to $60
	Trifocal	Covered	Up to $80
Frames	Allowance	Up to $225 Retail Allowance; then 30% Discount Over Allowance	Up to $45
Contact Lenses	Non-Elective (Medically Necessary)	Covered in Full	Up to $210
	Elective (Conventional / Disposable)	Up to 4 boxes; Non-Formulary up to $130	Up to $115

Flexible Spending Accounts

Sample Public Office offers Flexible Spending Accounts (FSA) administered by P&A Group. The FSA plan year runs from **October 1, 2025, through September 30, 2026.**

An FSA allows employees to set aside pre-tax dollars from their paycheck to cover eligible healthcare or dependent care expenses. Contributions are automatically deducted and deposited into the account, and employees may use these funds throughout the year to reimburse qualified expenses not covered by insurance.

Important Notes

Participating in an FSA can provide significant tax savings and help increase take-home pay.
Employees must elect their annual contribution amount each plan year.
There are two types of FSAs available:

- **Health Care FSA** – for eligible medical, dental, and vision expenses.
- **Dependent Care FSA** – for work-related child or adult day care expenses.

See the bottom of the page for an example of eligible items.

Feature	Health Care FSA	Dependent Care FSA
Annual Maximum	Up to $3,300 per plan year	Up to $5,000 per household ($2,500 if married filing separately)
Eligible Expenses	Medical, dental, and vision costs not covered by insurance (e.g., copays, deductibles, prescriptions, eyeglasses, orthodontia, etc.)	Work-related child care (under age 13), preschool, before/after school care, or day care for a dependent adult incapable of self-care
Funds Availability	Full annual election available on the first day of coverage	Funds available only as contributions are made
Tax Savings	Contributions are pre-tax, reducing taxable income	Contributions are pre-tax, reducing taxable income
Carryover/Grace Period	Must be used within the plan year (IRS 'use it or lose it rule applies)	Must be used within the plan year (IRS 'use it or lose it rule applies)
Eligibility	All benefit-eligible employees	All benefit-eligible employees with qualifying dependent care expenses

Examples of FSA Eligible Items

- Copays and Deductibles
- Dental Exams and Cleanings
- Prescription Medications
- Chiropractic Care
- Orthodontia (Braces)
- Vision Exams
- Eyeglasses and Contact Lenses
- First Aid Supplies
- LASIK Surgery
- Hearing Aids and Batteries
- Acupuncture
- Medical Equipment (crutches, wheelchairs)
- Prenatal Care
- Physical Therapy
- Mental Health Counseling
- Blood Pressure Monitors
- Diabetic Supplies
- Breast Pumps and Supplies

The list of eligible expenses provided here is not comprehensive. For a full description of allowable and non-allowable expenses, employees should refer to IRS Publication 502 (Medical and Dental Expenses) for Health Care FSAs and IRS Publication 503 (Child and Dependent Care Expenses) for Dependent Care FSAs. These resources are available at www.irs.gov.

Flexible Spending Account

- The **minimum annual contribution is $500**.
- For 2025, the maximum Health FSA contribution is **$3,300**.
- The Health Care FSA has a run-out period through December 31 to submit claims for expenses incurred during the prior plan year (October 1 – September 30).
- At the end of the plan year (and run-out period), any unused funds are forfeited under the IRS carryover rule.
- Enrollment in an FSA is only permitted during Open Enrollment, New Hire eligibility, or within 30 days of a Qualifying Life Event (QLE).
- Money cannot be transferred between Health Care and Dependent Care FSAs.
- Expenses reimbursed through an FSA cannot be claimed as a tax deduction.
- Reimbursement is only available for eligible services actually received (not just billed).
- Employees and dependents cannot receive duplicate payment (insurance + FSA reimbursement) for the same expense.
- Per IRS rules, domestic partners and their children are not eligible dependents for FSA purposes unless they qualify as tax dependents under Section 152.

How a Health Care FSA Works

Example:

- An employee earning $55,000 elects to contribute $2,500 into a Health Care FSA.
- Payroll deductions = $104.16 per pay period
- Contributions are pre-tax, reducing taxable income.
- The result: $492 in tax savings.

	With a Health Care FSA	Without a Health Care FSA
Salary	$55,000	$55,000
FSA Contribution	-$2,500	$0
Taxable Pay	$52,500	$55,000
Estimated Taxes (19.65% = 12% + 7.65% FICA)	-$10,316	-$10,823
After-Tax Expenses	$0	-$2,500
Spendable Income	$42,184	$42,177
Tax Savings	$492	—

Spending and Claims

Claim Form:

A completed claim form with supporting receipts may be submitted by mail, fax, online, or through the P&A Group mobile app. The IRS requires FSA participants to maintain complete documentation for all reimbursed expenses.

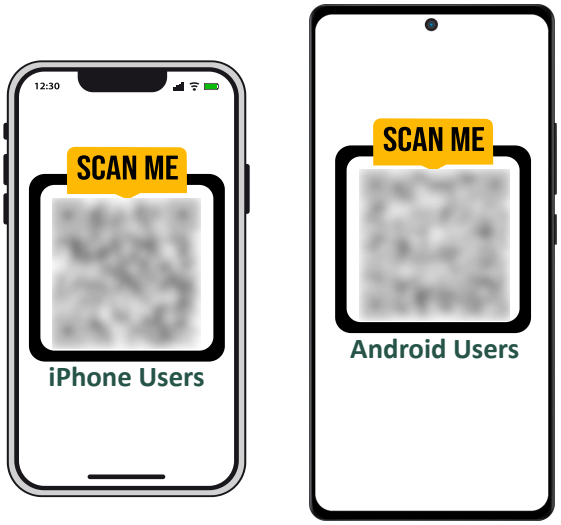
Debit Card:

Participants receive a debit card for eligible expenses, which allows for direct payment at the point of sale. Supporting documentation may still be requested. If documentation is not provided, the card may be suspended until the expense is substantiated or funds repaid.
Cards should be retained for use in the following plan year. Replacement cards may be requested for a small fee.

Claims Submission
Mailing Address: 6400 Main Street, Suite 210
Williamsville, NY 14221
Fax: (877) 855-7105

P&A Group MyBenefits App

The MyBenefits App from P&A Group gives members convenient, on-the-go access to their FSA account. Easily check your balance, submit claims, upload receipts, review eligible expenses, and more—anytime, anywhere. The app is available for download from the App Store℠ or Google Play™.



Voluntary Accident Insurance

Employees of Sample Public Office may purchase Accident Insurance on a voluntary, payroll-deducted basis. This coverage provides financial protection in the event of accidental death or dismemberment (AD&D) and includes special enhancements for law enforcement.

Coverage Highlights

- Employee Coverage: $50,000 to $250,000 in benefit amounts (no medical exam required).
- Spouse Coverage: 50% of employee benefit (60% if no dependent children).
- Child Coverage: 10% of employee benefit (15% if no spouse), up to $25,000.
- Payroll Deduction: Convenient, pre-tax payroll contributions.
- Law Enforcement Enhancements

Bulletproof Vest Benefit:

Additional 50% of the principal sum (up to $100,000) if a vest fails during official duty.

Line-of-Duty Benefit

Pays the scheduled benefit for a covered accident while serving as a law enforcement officer.

Additional Benefit

Coverage also includes services such as: Secure Travel, Life Assistance, Disability Advantage, Financial Advantage, and Survivor Assistance.

Age Reduction Schedule

- Age 70–74: Reduced to 65% of the benefit amount
- Age 75–79: Reduced to 45% of the benefit amount
- Age 80–84: Reduced to 30% of the benefit amount
- Age 85 & over: Reduced to 15% of the benefit amount

Basic Life and AD&D Insurance

Sample Public Office is committed to supporting the financial security of its employees and their families. As part of your benefits package, the Sample provides Basic Term Life Insurance and Accidental Death & Dismemberment (AD&D) Insurance at no cost to you — the full cost of these benefits is paid entirely by your employer.

Basic Term Life Insurance

All eligible employees are automatically enrolled in Basic Term Life Insurance through The Standard. This coverage provides a $15,000 benefit, which can help protect your loved ones by providing financial support in the event of your passing.

Accidental Death & Dismemberment (AD&D) Insurance

In addition to Basic Life Insurance, the Sample also provides AD&D coverage at no cost. This benefit pays an additional $15,000 if death occurs due to an accident. Partial benefits may also be payable for specific serious injuries, such as loss of sight, hearing, or limb.

Age Reduction Schedule

As required by the plan, Life and AD&D benefit amounts reduce as follows:

- Reduced to 65% of the benefit amount at age 65
- Reduced to 50% of the benefit amount at age 70
- Reduced to 35% of the benefit amount at age 75

Beneficiary Designations

It is essential to keep your beneficiary information current. Employees may update their beneficiary designations at any time through Employee Navigator. Keeping this information current ensures that benefits are paid according to your wishes.

VAIP Monthly Rate Table

Benefit Amount	Employee Only	Family
$50,000	$0.00	$0.00
$100,000	$0.00	$0.00
$150,000	$0.00	$0.00
$200,000	$0.00	$0.00
$250,000	$0.00	$0.00

Provided at No Cost to You

This coverage is a valuable part of your benefits package, fully paid by Sample Public Office — there is no premium or payroll deduction for Basic Life or AD&D Insurance.

Customer Service: (800) 628-8600 | www.standard.com

Voluntary Life and AD&D Insurance

In addition to the employer-paid Basic Life and AD&D coverage, eligible employees have the option to purchase Voluntary Life and AD&D Insurance through The Standard. This supplemental coverage enables employees to enhance protection for themselves, their spouses, and dependent children.

Voluntary Employee Life and AD&D

Employees may elect additional life insurance coverage beyond the employer-paid Basic Life benefit.

- Coverage Options: Units available in increments of $10,000, up to the lesser of eight (8) times annual salary or $300,000, and the maximum benefit for your Plan 1 (basic) and Plan 2 (additional) Life Insurance Benefit may not exceed 8 times your Annual Earnings.
- Guaranteed Issue for New Hires: New employees may elect up to $200,000 in coverage without providing Evidence of Insurability (EOI). Amounts above this limit require medical underwriting.
- Age Reduction Schedule:
  - Reduces to 65% of the benefit at age 65
  - Reduces to 50% of the benefit at age 70
  - Reduces to 35% of the benefit at age 75

Voluntary Spouse Life Insurance

Employees who participate in Voluntary Employee Life coverage may also purchase coverage for their spouse.

- Coverage Options: Units available in increments of $5,000, up to a maximum of $150,000, not to exceed 50% of the employee's elected coverage.
- Guaranteed Issue for New Hires: Up to $50,000 without EOI. Amounts above this limit require medical underwriting.
- Age Reduction Schedule:
  - Reduces to 65% of the benefit at age 65
  - Reduces to 50% of the benefit at age 70
  - Reduces to 35% of the benefit at age 75

Voluntary Child Life Insurance

Coverage may also be purchased for dependent child(ren) from live birth through age 26.

- Available in flat benefit amounts of $1,000 or $2,000
- One premium covers all eligible children, regardless of number.
- Monthly cost is $0.15 per $1,000

Voluntary Life and AD&D Insurance Rate Table

Age Bracket	Employee (Life and AD&D) Rate Per $1,000	Spouse (Life Only) Rate Per $1,000
<20	$0.00	$0.00
20-24	$0.00	$0.00
25-29	$0.00	$0.00
30-34	$0.00	$0.00
35-39	$0.00	$0.00
40-44	$0.00	$0.00
45-49	$0.00	$0.00
50-54	$0.00	$0.00
55-59	$0.00	$0.00
60-64	$0.00	$0.00
65-69	$0.00	$0.00
70-74	$0.00	$0.00
75+	$0.00	$0.00

Important Notes

The employee pays Voluntary Life and AD&D premiums through payroll deduction. Evidence of Insurability (EOI) may be required for coverage amounts above the Guaranteed Issue limits or if coverage is elected after the initial eligibility period.

It's essential to review and update your beneficiary designations on a regular basis. Life changes, such as marriage, divorce, the birth of a child, or other significant family events, may impact your choices. You can update your beneficiary information at any time through Employee Navigator to ensure your benefits are paid according to your wishes.

Customer Service: (800) 628-8600 | www.standard.com

Employee Assistance Program

Sample Public Office cares about the well-being of employees both on and off the job. To support this, a confidential Employee Assistance Program (EAP) is provided at no cost for medical-enrolled employees through Optum EAP and for all employees through Public Safety EAP.

The EAP provides employees and their eligible family members/domestic partners with 24/7 access to licensed professionals who can offer guidance, support, and resources for personal or work-related challenges. All services are confidential and protected by state and federal law.

What the EAP Provides

The Employee Assistance Program provides covered employees and their family members with free and convenient access to a range of professional services designed to address issues affecting their health, well-being, or job performance.
Each person may receive:

- In-person or virtual visits with a qualified specialist
- Telephonic consultation with licensed counselors
- Online resources, tools, and webinars for ongoing support

Services include, but are not limited to:

- Counseling Benefits (individual, couples, or family)
- Legal and Financial Resources
- Wellness and Self-Help Tools
- Performance Coaching
- Personal Development & Training

Confidentiality

EAP participation is entirely confidential. No details are shared with supervisors or Human Resources without written consent. However, if participation is the result of a Management Referral (initiated by HR and a supervisor/manager), limited information may be shared with the referring supervisor (e.g., attendance and compliance with a treatment plan). Specific details about the employee's situation will never be disclosed.

Call (888) 887-4114 or visit
www.myUHC.com

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Optum EAP

Employees enrolled in the UnitedHealthcare medical plan have access to the Optum EAP at no cost. The EAP provides confidential support for stress, anxiety, depression, grief, relationship issues, and other personal challenges, with up to 3 free counseling sessions per issue.

In addition, members have access to the Calm Health app, which offers guided meditations, sleep stories, breathing exercises, and other digital tools designed to support mental health and overall well-being.

Public Safety EAP

Available to all employees and their families, this EAP offers free, confidential support to help address personal, family, or work-related challenges. Three (3) in-person or virtual visits, phone consultations with licensed counselors, and access to online tools, resources and webinars. Services also include legal and financial guidance, wellness tools, and coaching to support overall well-being and job performance.

Call (888) 327-1060 or visit
www.publicsafetyeap.com

Long Term Disability (LTD) Insurance

Sample Public Office recognizes the importance of protecting employees against the financial impact of an extended illness or injury. To support this, Long Term Disability (LTD) insurance is provided at no cost to all eligible employees through The Standard.
LTD coverage replaces a portion of your income if you are unable to work due to a covered disability. This benefit provides peace of mind by ensuring you and your family continue to have financial support during difficult times.

Key Features of LTD Coverage

- Income Replacement: Provides 60% of your monthly earnings, up to a maximum benefit of $4,000 per month.
- Enhanced Protection: If a disability results in the loss of two of six Activities of Daily Living (ADLs) or a severe cognitive impairment, benefits increase to 80% of monthly earnings.
- Elimination Period: Benefits begin after 180 consecutive days of disability (the waiting period), with payments starting on day 181.
- Partial Disability Benefits: If you return to work part-time while still disabled, you may be eligible for partial benefits.
- Maximum Benefit Period: The length of time you may receive benefits depends on your age at the time of disability, following The Standard's LTD schedule.
- Offset by Other Income: LTD benefits may be reduced by other sources of income, such as Social Security disability, workers' compensation, or other disability benefits.

Provided at No Cost to You

Long Term Disability protection is provided at no cost to you. Sample Public Office pays the entire premium on your behalf.

Customer Service: (800) 628-8600 | www.standard.com

Pet Insurance

Employees may also choose to enroll in voluntary pet insurance through Nationwide. The My Pet Protection® plan helps ensure pets receive the best possible care by reimbursing a portion of veterinary expenses for both minor issues and major conditions. Coverage includes accidents, illnesses, and chronic conditions such as diabetes or cancer.

Key Features:

- Freedom to visit any licensed veterinarian — no networks, no pre-approvals
- Choice of 70% or 50% reimbursement of the vet's invoice
- Low $250 annual deductible
- Simple, online claim submission process

Nationwide | Customer Service: (877) 738-7874
benefits.petinsurance.com/Samplesheriff

Legal Insurance – U.S. Legal Services

Sample Public Office offers employees the option to enroll in a voluntary legal insurance plan through U.S. Legal Services. This coverage provides employees and their eligible family members with access to experienced attorneys for everyday legal matters. The plan covers the entire household, including a spouse and unmarried dependent children up to age 18 (or up to age 23 if enrolled as a full-time student).

Covered Legal Services include (but are not limited to):

- Divorce and child support
- Civil suits
- Name changes
- Will preparation
- Estate planning
- Adoption
- Bankruptcy filing
- Traffic violations
- Home buying/selling

Plan Benefits:

- Unlimited telephone and face-to-face consultations with attorneys
- Preparation and review of legal documents
- Legal representation when applicable
- Access to financial and tax coaches
- Identity restoration services
- Discounted tax return preparation
- 24/7 online portal with attorney directory, DIY legal forms, and state-specific resources

U.S. Legal Services | Agent:
Office: ()
Email:

Premium
Family Defender: $ per month

Supplemental Insurance – Aflac

In addition to the benefits provided by Sample Public Office, employees have the option to purchase a variety of voluntary supplemental insurance plans through Aflac. These plans are designed to provide extra financial protection and peace of mind by helping cover unexpected costs that traditional insurance may not fully pay.

Premiums for Aflac coverage are paid by the employee and may be conveniently deducted through payroll.

Available Aflac Plans

- **Accident Insurance** – Helps cover the unexpected medical expenses that result from a covered accident.
- **Cancer/Specified Disease Insurance** – Provides financial support to help offset the high costs associated with cancer treatment.
- **Critical Illness Insurance** – Pays a lump sum benefit upon diagnosis of a covered condition, such as a heart attack or stroke. Additional benefits may be available for hospital confinement, intensive care, ambulance services, transportation, lodging, and therapy.
- **Dental Insurance** – Offers cash benefits to help cover the cost of preventive and restorative care, including checkups, cleanings, x-rays, fillings, crowns, and more.
- **Hospital Confinement Indemnity** – Provides cash benefits to help manage the unexpected expenses associated with a hospital stay.
- **Short Term Disability** – Provides cash benefits to help replace income lost due to a covered short-term disability.

Aflac | Agent:
Office: ()
Email:

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- Civil suits
- Name changes
- Will preparation
- Estate planning
- Adoption
- Bankruptcy filing
- Traffic violations
- Home buying/selling

Plan Benefits:

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- Preparation and review of legal documents
- Legal representation when applicable
- Access to financial and tax coaches
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U.S. Legal Services | Agent:

Office: ()

Email:

Premium
Family Defender: $XXX per month

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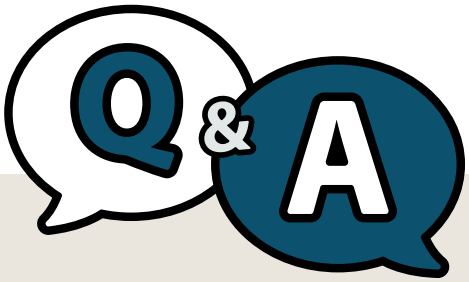
Aflac | Agent:

Office: ()

Email:

Questions and Benefit Assistance



If you have questions about your benefits, claims, or billing, contact Sample Public Office Human Resources Department.

Human Resources
Phone: (555) 555-5555
Email: benefits@Samplesheriff.com

HR will assist you directly and determine if additional support is needed from the Florida Sheriffs Employee Benefits Trust (FSEBT).

Florida Sheriffs Employee Benefits Trust (FSEBT)
If your issue requires further review, the FSEBT Service Team is here to help. We serve as your advocate, working directly with providers and carriers to resolve claims, clarify billing issues, and ensure you receive the full value of your benefits.

FSEBT

Address: 2750 Chancellorsville Drive, Tallahassee, FL 32312
Phone: 850.320.6880
Fax: 850.320.6939
Website: www.fsebt.org

Questions and Benefit Assistance

For more details on the plans mentioned in this guide, along with required legal notices, please refer to the linked documents provided below in Flippingbook.

online.flippingbook.com/view//

Florida Sheriffs Employee Benefits Trust

Where to Find Us:
2750 Chancellorsville Drive
Tallahassee, Florida 32312

Phone
1-850-320-6880

Fax
850.320.6939

Email
employeebenefits@fsebt.org

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Request for Proposal 26-04-HR
Insurance Agent – Broker of Record
For Medical, Dental, Vision, and Ancillary Employee Benefits

DUE DATE:

June 26, 2026 @ 2:00 P.M.

ORIGINAL

Lead Consultant/Account Executive

Mike Carraway

(850) 845-0486

Mike.Carraway@Acentria.com

A FOUNDATION RISK PARTNERS COMPANY

Local and Servicing Office:

4364 Gulfstarr Drive

Destin, FL 32541

Corporate Office:

780 W. Granada Blvd.

Ormond Beach, FL 32174

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Letter of Transmittal

June 26, 2026
City of Destin
ATTN: Lisa Wallace, City Clerk
4200 Indian Bayou Trail
Destin, FL 32751

RE: RFP #26-04-HR – Insurance Agent – Broker of Record

Dear Ms. Wallace and Members of the Evaluation Committee,

On behalf of Acentria Public Risk, thank you for the opportunity to respond to RFP 26-04-HR – Insurance Agent/Broker of Record. We deeply value the trust the City of Destin has placed in our team and appreciate the opportunity to continue serving as your strategic partner in employee benefits.

Acentria Public Risk is not simply a broker—we operate as a direct extension of the City's team. Our approach is grounded in accountability, transparency, and measurable outcomes, with every recommendation aligned to the City's financial priorities, workforce needs, and long-term strategic objectives. Our commitment is clear: deliver superior benefits while consistently driving down total cost of care.

Our results demonstrate that commitment. Through disciplined strategy and proactive management, we have consistently outperformed market trends:

- **$691,049 in total savings in 2025**, including **$259,864 in realized premium savings** and an additional **$431,185 in guaranteed savings** through innovative programs such as the Difference Card
- **Renewal performance averaging 6% since 2019**, outperforming industry trends of 8–12%
- Sustained improvements in plan value, employee experience, and operational efficiency

These are not one-time outcomes; they reflect a repeatable, data-driven approach to managing risk and controlling healthcare costs.

Looking ahead, our strategy is focused on delivering continued, measurable value to the City through:

- **Advanced cost containment strategies** and evaluation of alternative funding models
- **Execution of City leadership priorities**, ensuring alignment with organizational goals
- **Sustainable, high-value benefit programs** that enhance recruitment and retention
- **Innovative solutions** that balance cost control with plan quality and access
- **Proven wellness engagement through EPIC Lifestyle Solutions**, reducing long-term claims risk
- **Dedicated advocacy support through BenefitsVIP**, providing year-round assistance to employees and retirees
- **Local, experienced service team based in Destin**, ensuring responsiveness and accountability
- **Senior-level expertise and compliance support**, including ACA, HIPAA, and COBRA guidance
- **Technology and engagement solutions** to modernize administration and improve the employee experience

We are working closely with our FRP Well-Life health administrative captive that is built on the UMR TPA – a United Healthcare company.

- Illustrative savings per enrolled employee – about $102K – 170K across the 85 lives at City of Destin.
- 63% savings for specialty medications. This is one of the City's highest costs on their medical plan.
- Claims auditing.
- Benefit Assist.
- **100% claims surplus returned to the City** – renewal is not required.
- Rx rebates returned to the client and specialty pharmacy re-sourced to gain the deepest discounts on high-cost medications.
- Primary360 – Teledoc, OnePass Select Fitness, Real Appeal Weight Loss, and Tobacco and Nicotine Cessation.
- Benefits VIP – Member Advocacy Tool

What differentiates Acentria is our ability to combine local service with national-level expertise, backed by a track record of delivering measurable results year after year. We do not simply respond to market changes—we anticipate them and position the City to stay ahead.

We are proud of the partnership we have built with the City of Destin and the results we have achieved together. More importantly, we are energized by the opportunity to build on that success and continue delivering meaningful, measurable impact in the years ahead.

Thank you for your consideration and the opportunity to continue serving the City of Destin.

Sincerely,

Mike Carraway, VP/Employee Benefits Specialist
Acentria Insurance
4634 Gulfstarr Drive
Destin, FL 32541

Cover Letter-Executive Summary Highlights

Acentria's Unique Value Proposition

Brokerage

- Top 20 national broker, coupled with Acentria's home office based in Destin, FL
- Only broker in Florida to have access to 2 Florida health insurance pools
- Extensive self-insurance and pooling experience
- Strategic partnership with the Florida League of Cities and Hometown Health
- Acentria has an exclusive health insurance pool, Well-Life located in Lakeland, FL
- Fully transparent pricing
- Premium volume >$5 billion
- Unrivaled ability to create insurer competition and lower costs
- If selected, committed to mobilize all resources and team needed to transition. We act fast!
- Tier 1 status with all health insurers
- 500+ self-funded clients
- Independent & vendor agnostic-we do not own any intermediary/wholesale brokers or third-party administrators (TPA's).
- Saved millions for our self-funded clients by auditing ASO, PBM, and utilizing in house specialist resources to drive vendor competition, alternative pool programs, negotiation, and specialty drug carve outs. Below are examples of case studies and testimonial letters

Okaloosa County School District — **$5 Million Savings**

2022 Renewal Results:

Health insurance moved from fully insured to a self-insured plan, potential savings of **$4.8M.**

Medicare Advantage savings of **$820** per month per retiree with benefit enhancements.

Dental insurance negotiated savings of **$13,096.**

City of Miami Beach — **$2.5 Million Saved**

2021 Renewal Results:

Stop Loss: Negotiated 2021 renewal to a 0% with dividend, $415k savings.

Rx Program: analyzed contract and provided a detailed analysis to improve terms, without changing PBM, **$960k net savings**

Medicare Advantage: evaluated Medicare Advantage option for retirees providing a 54% – 71% cost savings projected, **$1M - $2.2M.**

Diabetes Prevention Program providing a total savings of $67K

Cover Letter-Executive Summary Highlights *continued*

We Speak "Public Entity"

- Public sector executive team has served in both State and City government
  - Governor's Office
  - Mayor of Royal Palm Beach
  - Our Chief Legal Officer is a current member of the Florida State Senate
- Director of Member services of Florida League of Cities sponsored Florida Municipal Insurance Trust
- Developed largest property asset recovery program for over 200 Cities in Florida
- Provided risk management programs to over 500 public entities of all sizes
  - State University System
  - Municipalities
  - Counties
  - School Districts
  - Single purpose special districts
- Team has 100+ years of public sector employee benefits experience, including large and complex self-funded public agencies both on broker side as well as carrier side (FL Blue).
- Chief Legal Officer (attorney) is also a Florida Legislator, keeping us apprised of legislative concerns that may impact our clients and insurance industry

Extraordinary Customer Service

- Dedicated Agent, single point of contact
- Extension of staff, supporting City staff
- Collaborative team approach draws on the strength of each team member
- Corporate culture aligned to work as a team
- VIP customer experience
- Service timelines, stewardship reports
- Decision support for staff
- Available for onsite meetings, commission meetings, face to face with employees, dependents, and retirees out of our office in Destin, FL

Claims (in house)

- Claims advocacy and ability to push back on insurers when necessary
- After hours availability for claims resolutions
- Employment & labor issues
- Claims auditing, IBNR, trends, benchmarking, and modeling retention levels

Specialist Resources (in house)

- Doctor of Pharmacy for contract review, specialty drug audit and spend
- Pharmacy benefits (consulting, clinical, & contract review)
- RX innovation, management, carve out, audits
- ASO audit team

Cover Letter-Executive Summary Highlights *continued*

Specialist Resources (in house) *continued*
- Self-funding expertise
- Stop loss broker for maximizing stop loss coverage
- Compliance and attorney on staff
- *AcentriaHR* provides real time HR specialists to get decision support, guidance, and best practices

Wellness, Education, and Communications (in house)
- Results based wellness and employee pricing differentials
- On-site physicals
- Population health management
- All benefits guides printed in house and fully customizable
- Experience with self-funded agencies utilizing local primary clinics
- Acentria is committed to education, wellness, and communication to help improve employee health & drive down City costs.

Benefits Administration System & Technology (in house)
- Acentria technology team can work with the current City benefits administration system or provide alternatives as directed by the City.
- Acentria technology team will provide full onboarding to Employee Navigator or another system if directed by the City.
- Complimentary web-based benefits administration system with full back-end support, 365 days/year
- 100% vendor agnostic, with deep understanding of multiple benefits administration systems and data feed integration, API
- City administrative staff & nonadministrative staff will have single point of contact for Q&A, onboarding, orientation (if needed/as needed).
- Claros Analytics, a funding decisions and deductible clarity support tool that utilizes real-time and historical data to help make crucial funding decisions.
  - Actuarial assistant
  - Risk Decision support
  - Claros Reserve, builds refined actuarially sound IBNR easily and quickly
  - Benchmarking

Client Portal (in house)
- Dedicated client portal for direct access to compliance resources
- Vast library of tools, services, including OSHA log templates, job descriptions, salary benchmarking, learning management system, wellness promotion and toolkits
- Documents on demand
- Comprehensive guide to Federal legislation, FAQ's, forms, and references
- Documents on Command-web-based access to a library of downloadable articles
- Health shop for easy to print newsletters customized for the City

Mandatory Proposer Requirements

1. **The proposer must be willing and able to place business with all the City's existing providers as outlined in Appendix A of this RFP. This does not mean the City intends to maintain its current carriers; but it would, if considered advantageous to the City. Additionally, business with other carriers in health, dental, vision, life, and disability lines must be actively operating in the City's market and have viable preferred provider organizations (PPO) networks for health, dental, and vision.**

Acentria Public Risk fully acknowledges and supports the City's requirement to **maintain flexibility in carrier selection**, including the ability to continue with existing providers or transition to alternative carriers when advantageous.

Commitment to Existing Providers:

- Acentria Public Risk is **fully capable and experienced in placing and servicing business with all incumbent carriers** outlined in Appendix A
- We maintain **active broker relationships, appointments, and production agreements** with all major carriers serving the Florida municipal market
- Our team ensures **seamless continuity of service** with existing providers, including renewal negotiations, issue resolution, and performance management

Market Presence & Carrier Access:

- Acentria Public Risk actively markets and places business with a broad range of **health, dental, vision, life, and disability carriers operating within the City's region**
- These include carriers with **established and competitive PPO networks**, ensuring strong provider access and minimal disruption to employees
- We continuously evaluate carrier performance, pricing, and network strength to confirm alignment with the City's needs

Carrier Evaluation & Recommendations:

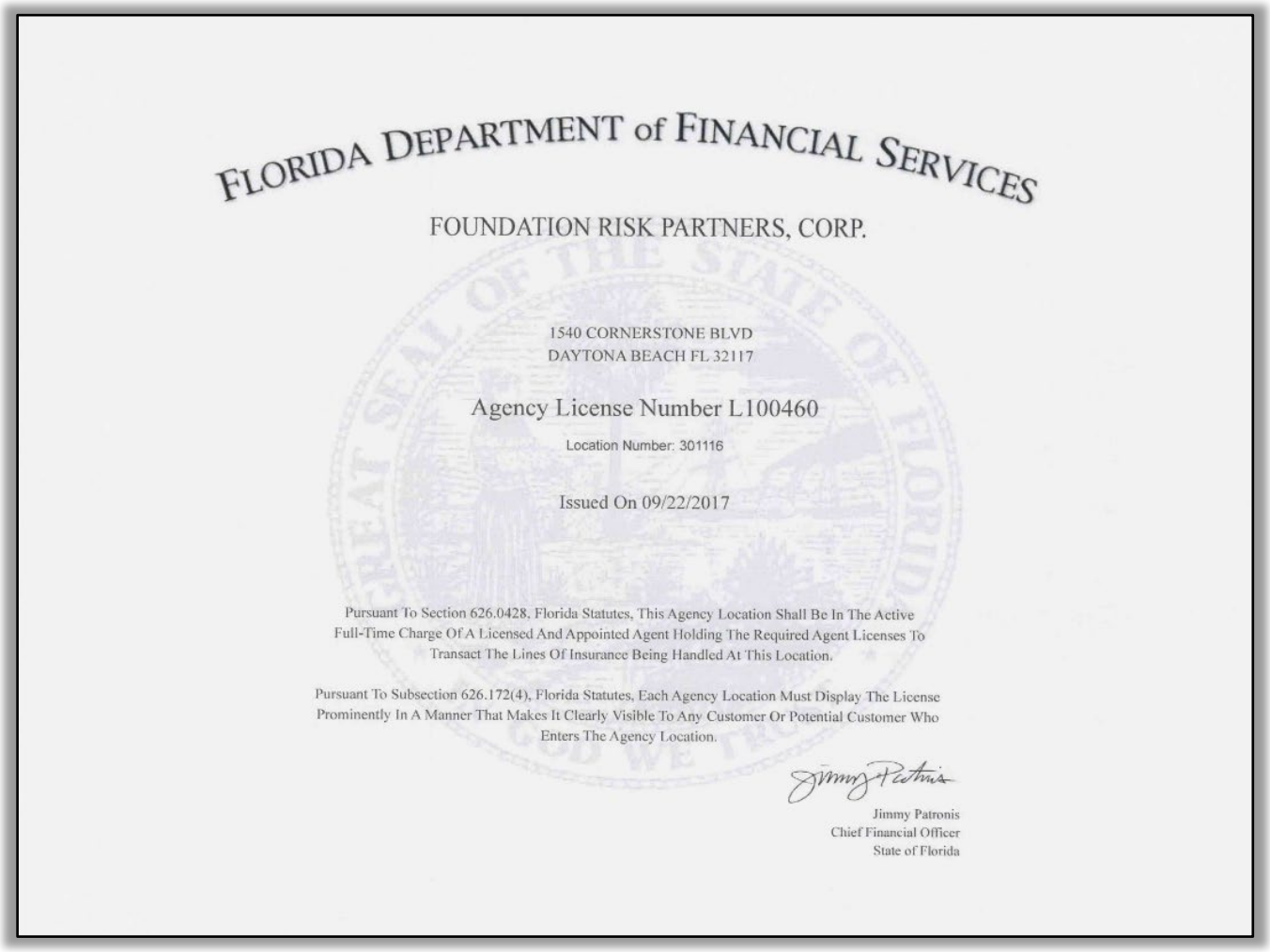
- Acentria Public Risk conducts ongoing **market analysis and competitive bidding** to ensure the City receives the most favorable terms available
- When appropriate, we present **alternative carrier options** that offer improved pricing, network enhancements, or plan design advantages
- Any recommendation to change carriers includes a **detailed disruption analysis**, ensuring employees retain access to key providers

Network Adequacy Assurance:

- All recommended carriers are vetted to confirm:
  - **Robust PPO networks** for health, dental, and vision
  - Strong provider participation in the City's geographic area
  - Access to hospitals, specialists, and primary care providers
- FRP prioritizes carriers with proven **network stability and member satisfaction**

Commitment to the City:
Acentria Public Risk provides the City with **maximum flexibility, complete market access, and unbiased carrier recommendations**, ensuring all decisions are driven solely by what is most advantageous to the City and its employees.

2. The proposer must provide a copy of their State of Florida Insurance License.



FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

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

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

Jimmy Patronis
Chief Financial Officer
State of Florida

3. The proposer and all staff assigned to the City's account shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

We affirm that all staff assigned to the City's account possess and will keep in force all licenses and permits required to perform the services of this agreement.

4. The proposer or any key staff must not have been convicted of a Public Entity Crime. A notarized statement is required (see Appendix F)

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

APPENDIX F
PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP 26-04-HR Insurance Agent - Broker of Record Medical, Dental, Vision, and Ancillary Employee Benefits

2. This sworn statement is submitted Foundation Risk Partners Corp. dba Acentria Public Risk whose business address is 780 W. Granada Blvd., Ormond Beach, FL 32174

and (if applicable) Federal Employer Identification Number (FEIN) is 81-5191759 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Ross Beach and my relationship to the entity named above is Director of Risk Management

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

RFP 26-04-HR **Page 14**

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

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

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

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

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

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

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

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

(Signature)

Date: 6/18/26

STATE OF FLORIDA

COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 18th day of June, ~~2018~~ 2026, and is personally known to me, or has provided _____ as identification.

MICHELE C. GOMEZ
MY COMMISSION # HH 330742
EXPIRES: November 19, 2026

Notary Public

My Commission expires

5. The proposer must be HIPAA compliant and have trained employees in the requirements of the law.

We affirm that we meet this requirement. Please see the wording below on the steps we take to remain HIPPA compliant.

Foundation Risk Partners enforces strict internal guidelines as it relates to protecting client/employee information and supports client compliance with HIPAA, including:

- Thoroughly reviewing and/or preparing all internal policies and procedures to ensure adherence to the law and regulations
- Assisting clients in maintenance and updating of all necessary documents
- Providing training on HIPAA compliance to client staff

Foundation Risk Partners requires clients to provide an executed Business Associate Agreement (BAA) to address administrative and technical safeguards to comply with HIPAA privacy and security regulations. We enter into confidentiality agreements with third party vendors to protect our data and client information. All HIPAA-protected health information retained in-house at FRP is facilitated on encrypted computers. The email system that receives or sends protected information is also encrypted to meet HIPAA security standards.

We routinely provide our staff with formal training on regulatory compliance, healthcare, and benefits industry best practices. An example of our training is a quarterly internal compliance education series, which is led by our on-staff ERISA attorney, Dan Kuperstein, J.D., an expert in the ACA and Healthcare Reform.

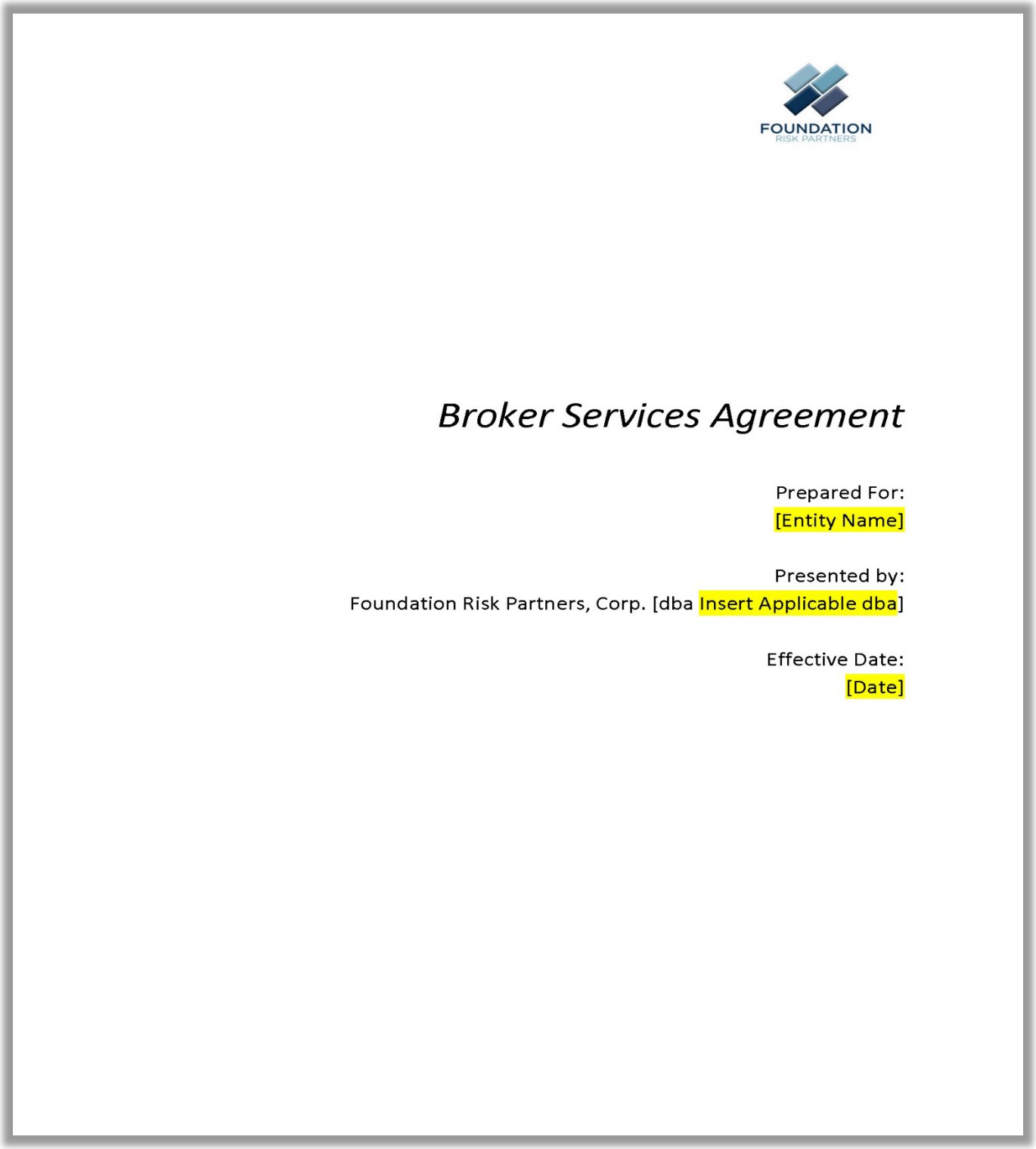
The compliance education series is provided through Corporate Synergies University, a formal four-year education and training program with a curriculum concentrated in three learning areas:

- Healthcare, Insurance Industry, and Compliance
- Technical
- Soft Skills

6. Describe training, experience and/or certifications obtained with respect to the Patient Protection and Affordable Care Act (PPACA), (Affordable Care Act (ACA)), and Health Care Reform.

Our compliance team led by Alex Doberstein, VP Benefits Resource Leader is PPACA certified will provide additional support for technical/service questions related to rules that apply to ACA and HIPPA compliance. In addition, Cathy Tondello, the Account Executive assigned to your account will provide backup assistance. Cathy has completed training and testing for CHRA. The team assigned to your account has extensive training, knowledge, and resources surrounding PPACA and other compliance platforms to ensure The City of Destin meets the requirements for all compliance related laws.

7. **Provide a sample of a proposed contract for your firm 's services. The general terms and conditions provided in this RFP will be integrated within your proposed contract. Do not include any "evergreen" renewal clauses. Include City indemnification and insurance coverage (general, employers & professional liability, workers' compensation, and auto) clauses.**



FOUNDATION
RISK PARTNERS

Broker Services Agreement

Prepared For:
[Entity Name]

Presented by:
Foundation Risk Partners, Corp. [dba Insert Applicable dba]

Effective Date:
[Date]

Terms and Conditions

This Broker Services Agreement (this "Agreement") is entered into on [Date] (the "Effective Date") by and between [**ENTITY NAME**], a [State] [government entity/limited liability company/corporation], with offices at [Address] ("Client"), and **FOUNDATION RISK PARTNERS, CORP. [DBA INSERT APPLICABLE DBA]**, a Delaware corporation, with offices at 780 W. Granada Blvd., Ormond Beach, FL 32168 ("FRP").

WHEREAS, Client has engaged FRP to perform certain services, including but not limited to [_____][1]; and

WHEREAS, this Agreement represents the mutual understanding of Client and FRP regarding the services that FRP will provide to Client.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. During the term of this Agreement, FRP agrees to provide Client with the "Services" as described on Exhibit A attached hereto. Client shall appoint FRP as its insurance broker of record. FRP shall have the exclusive right to provide the Services to Client for the term of this Agreement. Any and all Services not contained herein fall outside the scope of this Agreement and if additional services are required, this Agreement shall be amended in writing accordingly prior to the provision of such service.

2. Payment. In consideration for the Services, Client agrees to pay FRP the amount shown on Exhibit B attached hereto.

3. Term.

3.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for a period of [_____ months][2]. If FRP and Client, in good faith, continue its business relationship after the above expiration date, the terms of this Agreement will control and continue to be in full force and effect until such time as a new agreement is executed by the parties or the relationship between the parties is otherwise terminated, except FRP shall have the sole discretion to revise the Payment terms. Furthermore, in the event FRP and Client agree to renew and continue its business relationship, unless and until a new agreement is entered into by FRP and Client supplanting the terms of this Agreement in their entirety, the terms of this Agreement, as amended, supplemented or otherwise modified from the date hereof until such time, will control the matters set forth herein.

4. Warranties.

4.1 *Warranties by FRP.* FRP hereby represents and warrants to Client that:

a. The Services will be performed in a professional and workmanlike manner,

[1] **Note to Draft**: Fill in services that will be provided, *i.e.: property insurance data projects and services.*

[2] **Note to Draft:** Fill in applicable months.

consistent with all applicable laws, required guidelines and industry standards.

b. It will at all times employ current industry standard security protection, compliant with all applicable laws, to prevent unauthorized access to all records, data, documents, images and other information of Client and its employees ("Employee Data Records") and that it shall employ industry standard measures to maintain the strict confidentiality at all times of all Employee Data Records.

c. The Services do not and shall not violate or infringe the copyright, trademark, patent, trade secret, privacy, publicity or reputational rights of any third party.

4.2 *Warranties by Client.* Client hereby represents and warrants to FRP that:

a. All information provided to FRP by Client in connection with FRP's performance of Services is or will be complete and accurate in all material respects;

b. Use of the information provided by Client to perform the Services will not conflict with or constitute a violation or breach of any contract or other obligation under which Client is bound or any judgment, law, rule, or governmental regulation applicable to Client.

4.3 *WARRANTY DISCLAIMERS.* Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information. Neither party shall be responsible for any expenses, losses, or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Disclosing party retains all rights to its Confidential Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Confidential Information for the limited Business Purpose. Confidential Information is disclosed "AS IS" under this agreement. This Agreement is not intended, nor shall it be constructed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. Data and Return of Data.

5.1 *Data.* Client hereby represents, warrants, and covenants that: (i) Client has all rights and authorizations, in compliance with all applicable laws and regulations, to provide the Data (defined below) to FRP and (ii) Client owns all Data and has sole responsibility and liability for the Data under all applicable laws and regulations at all times during Initial Term and any renewal of this Agreement. "Data" means Client's records or files and other related information.

5.2 Return of Data. Upon either (i) completion of the Services of (ii) termination of this Agreement, Client and FRP hereby agree that FRP shall return to the owning party or destroy all copies of the Confidential Information, provided that such destruction is not prohibited by applicable law, rule, court order or other similar process, or a governmental, regulatory or legal authority. A party may return Confidential Information, or any part thereof, to the other party at any time. Notwithstanding the foregoing, the obligation to return or destroy Confidential Information shall not cover (a) Confidential Information

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that is maintained on routine computer backup tapes, disks, or other backup storage devices or (b) one copy of Confidential Information that the recipient is required to maintain in accordance with applicable legal, regulatory or record-keeping requirements, provided that such retained Confidential Information is not used or disclosed or, in the case of back-up Confidential Information, otherwise recovered from such back-up devices. The obligation contained in this Section not to use, disclose or otherwise access such retained Confidential Information shall continue in full force and effect, notwithstanding any other termination of this Agreement.

6. Client Responsibilities. Client has sole responsibility and liability for: (a) establishment and operation of its plans; (b) construing and interpreting the provisions of its plans; (c) deciding all questions of fact arising under its plans; and (d) all fiduciary decisions relating to its plans.

7. Remedies. Without prejudice to any other remedies to which Client may be entitled at law or in equity, in the event of a breach of FRP's warranty under Section 4.1, Client shall provide FRP written notice of non-conforming services within fifteen (15) days of the non-conforming services being performed. If adequate notice was provided to FRP, FRP shall promptly re-perform the non-conforming Services at no additional cost so as to make the Services comply with its representations, warranties and covenants of Section 4.1. If FRP should fail to promptly re-perform the Services, Client shall not be obligated to pay for any such deficient Services to the extent they are not re-performed, and shall be entitled to: (i) recover any fees already paid to FRP for such deficient Services to the extent they were not re-performed, provided however, no refund shall be given for any Services which were performed or have been re-performed in compliance with FRP's representations, warranties and covenants of Section 4; and (ii) retain any deliverables resulting from such deficient Services if and only to the extent Client pays all fees for any Services in connection with such deliverables regardless of whether the Services were performed in compliance with FRP's representations, warranties and covenants of Section 4.

8. Authority; Compliance with Laws. Each party represents, warrants and covenants to the other party that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) FRP and each of FRP's employees, contractors, and subcontractors who perform Services hereunder ("FRP Personnel") have not previously entered into any agreement that would restrict any of such persons in the performance of Services; and (iii) each party shall comply with all applicable foreign and United States federal, state and local laws, rules and regulations in its performance of this Agreement.

9. Sufficient Rights; Non-Infringement. FRP represents, warrants and covenants to Client that (i) it has sufficient rights to perform the Services on behalf of Client; and (ii) the Services, when performed and used in accordance with the terms and conditions of this Agreement, do not and shall not infringe upon or otherwise violate or misappropriate any Intellectual Property Rights of any third party. "Intellectual Property Rights" means copyrights, patents, trademarks, trade secrets, and other intellectual property rights.

10. Publicity; Use of Trademarks. Nothing herein shall be interpreted as granting either party a right or a license to use the trade name, word mark or the trademark of the other party for any reason. Any use of such information must be obtained in writing from the other party.

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11. Relationship of the Parties. Client and FRP are independent contracting parties. This Agreement shall not create a relationship of principal and agent, partners, joint venturers, or employer and employee.

12. Confidentiality.

12.1 Definition. "Confidential Information" includes all trade secrets (as defined by Florida law), business information, technical data, or know-how, including, but not limited to, that which relates to a disclosing party's research, hardware, insurance information (including insurance data, premium and policy information, premium spend, broker and insurer information, insurance coverage amounts and limits, historical losses, asset related information), products and services, clients, customers, tenants and tenant financial information, software products, technology, data, data models, data processing systems and techniques, product roadmap, product platforms, solutions, technical information, trades secrets, business plans, business models and related documentation, support, and services, financial information and other confidential and proprietary information not made available to the general public by disclosing party furnished after the date of this agreement, analyses, compilations, summaries or other documents prepared by the recipient party containing or based upon any such information, copies of any of the foregoing regardless of its form or medium (oral, written, stored in computers, machine readable, electronic or other) ("Confidential Information"). Each party (the "Recipient") acknowledges that it has or may be exposed to Confidential Information of the other party (the "Disclosing Party"), whether or not the Disclosing Party expressly designates any such information to be Confidential Information. Confidential Information shall not include any information (a) that is or becomes publicly known without any breach hereof by the Recipient, (b) that was known to the Recipient prior to any disclosure to it by the Disclosing Party, as shown by the Recipient's written records, (c) that is rightfully received by the Recipient from a third party who is not bound by a confidentiality obligation to the Disclosing Party, (d) that is independently developed by the Recipient without using any of the Confidential Information of the Disclosing Party, or (e) that is required to be disclosed by law.

12.2 Restrictions. Each party forever agrees to hold in confidence and not disclose or utilize for its own or anyone else's benefit any Confidential Information except as necessary in connection with the Services, or as required pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction. Except as expressly authorized herein or in a separate writing signed by the Disclosing Party, the Recipient shall not use, commercialize or disclose any Confidential Information to any person or entity, except to its own employees or agents having a "need to know" (and who themselves are bound by similar non-disclosure restrictions for purposes of this Agreement), and to such other recipients as the Disclosing Party may approve in writing in advance, provided that all such other recipients shall have first executed the Non-Disclosure Agreement attached hereto as Exhibit C. Each party shall also ensure that all of its officers, directors, employees and independent contractors abide by the terms of this Agreement. The Non-disclosing Party shall protect all Confidential Information of the Disclosing Party from disclosure and unauthorized use in the same manner that it protects its own proprietary and confidential information of like nature, but in no event shall such standard of care be less than reasonable care. The Non-disclosing Party shall not copy the Disclosing Party's Confidential Information without the Disclosing Party's prior

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written consent except as necessary to perform its obligations under this agreement and to maintain a record of the Confidential Information exchanged pursuant to this agreement, and shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. However, any Confidential Information that is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, may be disclosed, but only to the extent required so long as the party required to disclose the information provides the other party with timely prior notice of such requirement and an opportunity to oppose the disclosure. The parties further agree that each party is and shall remain; the exclusive owner of all of its respective Confidential Information and no license or conveyance of any rights to any Confidential Information is granted or implied under this Agreement. Upon the termination of this Agreement, the parties shall return all Confidential Information to its respective owner.

12.3 Survival. The provisions of this Section 12 shall survive any termination of this Agreement.

13. <u>Indemnification</u>.

13.1 *General; Personal Injury; Damage to Personal Property.* FRP and Client shall each indemnify (a party providing indemnification pursuant to this Article 13 referred to as an "Indemnifying Party") and hold the other party (a party seeking indemnification pursuant to this Article 13 referred to as an "Indemnified Party"), its officers, employees and agents harmless against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injuries or direct damages (not including consequential or punitive damages) arising out of the Indemnifying Party's performance of this Agreement, but only in proportion to and to the extent such liability, loss or expense, attorney fees, or claims for injury or direct damages are caused directly by or resulting from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents. The Indemnified Party will provide the Indemnifying Party written notice within thirty (30) days of receiving notice of a claim potentially giving rise to indemnification hereunder and will provide the Indemnifying Party an opportunity to control the defense of such claim. Notwithstanding the foregoing, the Indemnifying Party shall not make any settlement of any claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

13.2 Non-Infringement. FRP and Client shall each indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any claim alleging that the Services or any deliverable, or the use of any part thereof, when used in accordance with the terms and condition of this Agreement infringes, misappropriates or violates any Intellectual Property Rights of a third party, except to the extent (i) that either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

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13.3 *Breach of Confidentiality or Security Requirements.* Each party shall indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any breach of Section 12 (Confidentiality), except to the extent (i) either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

14. Limitation of Liability.

14.1 SUBJECT TO SECTION 14.2, EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THIRD PARTY CLAIMS), SHALL BE LIMITED TO AND NOT EXCEED PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR TO BE PAID BY CLIENT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, OR ANY AMOUNTS REPRESENTING LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Miscellaneous.

15.1 In General. The parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by the other party hereto to more effectively carry out the terms and provisions of this Agreement.

15.2 *Amendment.* This Agreement may not be modified or amended except in writing and duly signed by an authorized representative of each party.

15.3 Governing Law. The construction, interpretation and performance of this Agreement, and the transactions under it, shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws and choice of law rules, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall subsist solely in the state and/or federal courts located within the State of Florida.

15.4 Force Majeure. Neither FRP nor Client shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.

15.5 No*tices.* All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon

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receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to HIP or to Client at the addresses listed below:

Address for Notices to FRP:
Foundation Risk Partners, Corp.
780 W. Granada Blvd.
Ormond Beach, FL 32174
Attn: Thomas J. Leek, Chief Legal Officer

Address for Notices to Client:
[Insert Entity Information]

15.6 Attorney's Fees. In the event of a dispute concerning the terms of this Agreement, any claims arising from this Agreement, or arising out of the relationship created by this Agreement, the prevailing Party, as determined by the court or arbiter, shall be entitled to recover, in addition to any other remedy obtained, (i) all attorneys' and paralegals' fees incurred in the investigation and preparation of issues related to the dispute, including investigation and preparation for trial and in the trial and appellate proceedings, and (ii) all statutory costs. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

15.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the balance of the Agreement or of the offending term or provision in any other situation or jurisdiction.

15.8 Waiver. The failure of either party hereto to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.

16.0 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no terms, conditions or provisions other than those expressly contained herein shall be deemed to be part of this Agreement. This Agreement supersedes any and all prior agreements, covenants, arrangements, communications, representations and/or warranties with respect to the subject matter of this Agreement.

Remainder of page intentionally left blank.

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FOUNDATION RISK PARTNERS

Exhibit A – Services

Placement and servicing of insurance coverage for the following exposures:[3]
[_____]

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[3] **Note to draft**: Fill in applicable coverages, *i.e. general liability, inland marine, commercial auto, excess liability.*

FOUNDATION RISK PARTNERS

Exhibit B - Pricing

In consideration for the Services provided herein, Client agrees to pay FRP an amount of $_____ for the Services rendered. Fill in applicable payment schedule, *i.e. monthly, 3 monthly installments, in a one-time payment, etc.* This fee [is/is not] refundable.

FRP may in the future charge Client, and Client agrees to pay, additional fee(s) or expenses listed below:

Fee or Expense	Amount of Expense
[Office fee pursuant to ___ state regulation]	[$50.00]

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IN WITNESS WHEREOF, Client and FRP have executed and delivered this Broker Services Agreement effective as of the Effective Date.

[ENTITY NAME]

Signature of Authorized Representative

Date

Print Name of Authorized Representative

Title of Authorized Representative

FOUNDATION RISK PARTNERS, CORP. [dba Insert Applicable dba]

Signature of Authorized Representative

Date

Print Name of Authorized Representative

License Number

Title of Authorized Representative

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Carrier Information (Appendix D)

Attach additional sheets in this format as needed.

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

APPENDIX D
CARRIER INFORMATION

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

APPENDXIX D
Carrier Information City of Destin (RFP 04-HR)

Proposal of: City of Destin

Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
Florida Blue	**Health**	25	Erica Shaw	800-352-2583
Aetna Fully Funded	**Health**	25	Tommy Brooke	904-319-2507
Aetna AFA	**Health**	25	Tommy Brooke	904-319-2507
United Healthcare	**Health**	25	John Nelson	954-553-4662
UHC Level Funded	Health	25	John Nelson	954-553-4662
Guardian	**Dental**	25	Bobby Degnan	985-788-1235
Principal	**Dental**	25	Macie Kervin	850-826-2353
MetLife	**Dental**	25	Alexis Hauer	407-230-5171
United Healthcare	**Dental**	25	Adam Soloman	636-578-6473
Guardian	**Life**	25	Bobby Degnan	985-788-1235
Principal	**Life**	25	Macie Kervin	850-826-2353
MetLife	**Life**	25	Alexis Hauer	407-230-5171
United Healthcare	**Life**	25	Adam Soloman	636-578-6473
Guardian	**Disability**	25	Bobby Degnan	985-788-1235
Principal	**Disability**	25	Macie Kervin	850-826-2353
MetLife	**Disability**	25	Alexis Hauer	407-230-5171
Unum	**Disability**	25	Jennifer Cook	800-858-6843 Ext 58421
Guardian	**Hospital Indem**	25	Bobby Degnan	985-788-1235
Principal	**Hospital Indem**	25	Macie Kervin	850-826-2353
United Healthcare	**Hospital Indem**	25	Adam Soloman	636-578-6473

Drug-Free Workplace Certification (Appendix E)

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

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Foundation Risk Partners Corp. dba Acentria Public Risk

ADDRESS: 780 W. Granada Blvd.

CITY: Ormond Beach STATE: FL ZIP CODE: 32174

TELEPHONE NUMBER: 850-845-0486

SIGNATURE: [signature] DATE: 6/18/26

NAME (TYPED OR PRINTED): Ross Beach

TITLE: Director of Risk Management

Addendum #1

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 26-04-HR
INSURANCE AGENT-BROKER OF RECORD

JUNE 23, 2026

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFP NO. 26-04-HR. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: Please provide the current broker/agent compensation structure for all active lines of coverage, including health, dental, vision, life, disability, hospital indemnity, COBRA-related services, and any voluntary benefits. Include any bonus, override, contingency, or other direct or indirect compensation paid to the broker/agent by each carrier or vendor for City of Destin.

Response: Schedule of Fees:
Group Health: 2.25%
Group Dental: 10%
Group Vision: 10%
Group Life: 10%
Group Disability: 10%
Hospital Indemnity: 15% .

Question: May respondents propose net-of-commission, flat-fee, commission, or no separate broker compensation?

Response Yes. Respondents may propose flat or variable fees, commissions, net-of-commission, or another transparent compensation arrangement. Full direct and indirect compensation disclosure is required.

Question Full market review for September 1, 2026 renewal or work with existing carriers first?

Response: The selected broker is expected to negotiate with current carriers and market coverage to competing carriers. Due to the compressed timeline, respondents should be prepared to work with current carriers while also identifying viable market alternatives.

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Question: Current enrollment platform / benefits administration system?

Response: Employee Navigator is the benefits administration/enrollment platform.

Question: Are carrier file feeds and payroll integration in place? What payroll system is used?

Response: Employee Navigator supports carrier and payroll integrations. The city currently uses UKG as a payroll system.

Question: Does the City use COBRA, Section 125/FSA, ACA, or compliance vendors? Are these in scope?

Response The scope includes COBRA enrollment assistance and ACA/compliance support.

Question: Can the city provide an example of the insurance agent-broker services contract?

Response: Sample contract attached.

Question: Who covers the cost of the benefits administration system?

Response: Incumbent broker.

Question: Is there currently a wellness program in place? If so, is it through a third-party vendor or medical carrier?

Response: Yes, through the carrier.

Question: Tab 7(H) asks about monthly and annual paid claims and experience reports. Can the City confirm whether the current health plan is level-funded or self-funded

Response: The City's current health plan is fully insured.

Question: What benefits administration or HRIS system is the City currently using?

Response: Employee Navigator for benefits Administration and UKG for HRIS

Question: Does the City already have its September renewal in-house

Response: No. Renewal negotiations and marketing activities are expected to occur following broker selection.

Question: With a July 6 broker decision date and August open enrollment for a September 1 effective date, how quickly can the City provide an enrollment census?

Response: The City will make enrollment and census information available to the selected broker within 24 hours following award.

Question: Are any of the contracts multi-year (health, dental, vision, etc.)?

Response: Existing employee benefits coverages are renewed annually.

Question: How does the City run its current open enrollment and for how long?

Response: Open enrollment is conducted annually with support from the incumbent broker. The broker assists with employee communications, enrollment meetings, enrollment materials, and administration of enrollment activities. Open enrollment timing may vary based on renewal negotiations and carrier requirements-typically 2 pay periods prior to renewal date.

Question:
The bid opening date for 26-04-HR remains June 26, 2026 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

ALAN FLOREZ
Print Name

Signature

06-23-2026
Date

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Tab 1

Qualifications and Experience of Firm

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

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

Firm Overview:
Foundation Risk Partners (FRP), headquartered in Ormond Beach, Florida, is a top 25 insurance brokerage in the United States, backed by Partners Group, a leading global private equity firm. FRP is licensed in all 50 states and has international insurance capabilities through a global partner network.

Size and Organizational Structure:
FRP employs over 2,700 team members across the U.S., supported by continuous learning and a collaborative, cross-training team approach. The organizational structure emphasizes mentoring, regular sales meetings, training academies, monthly regional leadership and operational events, and annual national conferences. Each client benefits from the expertise of multiple highly specialized team members, ensuring comprehensive support.

Available Resources:
FRP offers client-focused services in Employee Benefits, Property & Casualty, Personal Lines, Life, Surety, and numerous specialty programs. The firm's resources include expert consultants, risk management professionals, and access to a global partner network, enabling customized solutions and robust client support.

Financial Capacity:
FRP is backed by Partners Group, which has invested more than 200 billion USD in private markets since 1996. FRP manages over $800 million in annual revenues, maintaining Tier 1 status with regional and national carriers and direct access to top-level executives within their organizations. This financial strength ensures the ability to deliver high-value services and support growth initiatives.

Public Entity Expertise:
Acentria Public Risk is a specialty division that exclusively serves Florida's public entities. We provide cost effective solutions to meet the diverse insurance needs of Florida's governmental entities, including municipalities, counties, schools, special districts, and authorities. Our leadership has served both local and State level government and our staff are subject matter experts in public sector insurance. We serve over 80 public entity clients in the State of Florida.

We speak "Public Entity" and draw from our experience from other public agencies to better serve you. We were built from the ground up to exclusively serve Florida public agencies, and our team is dedicated to public sector risk and employee benefits consulting. This focus was by design, as the nuances of local government and the risks/benefits local public agencies face are truly unique to not only government, but Florida government. Our team lives, eats, and sleeps Florida public entity and we love what we do.

Our focus is and always will be putting the needs of our clients first. We are a performance-based company that focuses on *serving those that serve others* within our areas of expertise. When it comes to public entities, we believe we offer a different approach to our competitors in that we understand not only the nuances of public sector brokerage, but also how to create and optimize insurance programs that drive real results.

Company Timeline

January 26, 2010:
Acentria was organized with an effective date of January 26, 2010 (formerly known as Legends Insurance Solutions, LLC ("LIS") formed March 9, 2009).

January 31, 2017:
Foundation Risk Partners, Corp. ("FRP") was organized as a Delaware corporation on January 31, 2017 and authorized to do business in Florida as of February 24, 2017.

November 1, 2017:
FRP acquired substantially all the assets of Acentria, Inc., a Florida corporation.

Today:
FRP continues to operate 50+ locations in Florida and the southeastern United States using the dba Acentria and/or Acentria Insurance while maintaining the same or similar business model and leadership since 2010.

B. List the insurance carriers and lines the firm can access.

***Our Approach to carrier and product selection*:**
The selection of our team would allow you to have the option to analyze the viability of a pool for your employee benefit coverages. **N*o other broker can boast more experience with the different local government pools and commercial markets than our team.*** In addition, our consultants have exclusive access to advisory boards of the most dominant carriers in the market. We maintain Tier 1 status, represent every carrier nationwide, and sit on several national advisory boards: Aetna, Cigna, United HealthCare, Hartford, Lincoln Financial, MetLife, and Reliance Standard. We have achieved Preferred status with most of the major insurers.

Preferred status typically results in a higher level of advocacy from the carrier, including but not limited to:

- Enhanced claims reporting at no additional cost
- Dedicated service teams
- Inclusion on the carriers' Advisory Council
- Accelerated case implementation
- Direct access to underwriters and medical directors
- New product roll out

Florida Fully Insured /ASO Carriers	
Carrier Name	**Broker Status**
AvMed	Appointed (Highest)
CVS (Inclusive of Aetna and Coventry)	Platinum (Highest)
Cigna	Platinum (Highest)
Florida Blue (Inclusive of Florida Health Care Plans, Capital Health Plans, and Health Options)	Diamond (Highest)
Humana	Appointed (Highest)
United Healthcare (Inclusive of Neighborhood Health Plans, All Savers and UHC HMO)	Platinum (Highest)

*Combined 99.9%+ Market share of Florida fully insured small and large group makets based on most recently available Medical Loss Ratio Premium Data.

Appointed Carriers: Non - Medical Coverage (Ancillary)		
Aetna	Hartford	Securian (Inclusive of Madison National , Minnesota Life)
Aflac	Humana (Shenandoah)	Simple Detal
All State	John Hancock	Solstice
Ameritas	Lincoln	Sun Life
Berkshire Life Insurance	Madison National	Symetra
Cincinnati Life	MetLife	The Standard
Chubb	Minnesota Life	Trustmark
Colonial	Mutual of Omaha	Transamerica
CompBenefits	OneAmerica	United Healthcare
Delta Dental	Principal	United Security
EyeMed	Prudential	Unum
Florida Combined Life	Reliance Standard	Usable
Guardian (inclusive of Avesis vision)	Renaissance	VSP

Please refer to "*Appendix D – Carrier Information Form*" on page 26.

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

Compliance Services—Overall:
Regulatory compliance is an Acentria Public Risk core competency. Our full service, comprehensive benefits compliance services are provided through our internal Compliance team under the direction of our head ERISA Attorney, Daniel Kuperstein. Our engagement with the client begins with a thorough compliance assessment audit and continues 52 weeks a year with a systematic monitoring and information-sharing platform that educates and informs you on all laws, regulations, and guidance that impact your plans.

Compliance Services—List:
Monitoring by our internal compliance experts includes but is not limited to the Affordable Care Act (as is currently stands or will be amended), COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. Our comprehensive suite of compliance services features:

- **Onsite Compliance Assessment/Audit:** A thorough review of the client's current compliance initiatives and a complete report, recommendations, and an action plan for remediation of all deficiencies and ongoing best practices.
- **Regulatory eAlert Bulletin Services:** The latest information on regulatory changes.
- **Webinars:** Information-sharing and expert analysis on a variety of topics.
- **In-house Compliance Expertise**: Information-sharing and guidance on all health and welfare compliance topics.
- **Compliance assessments:** Review plans, policies, procedures, and filings for compliance with federal, state, and local laws and regulations
- **ERISA plan document/SPD amendment**: Draft and amend plan documents and summary plan description.
- **Filing & reporting assistance:** Assist with IRS Form 5500 filings, ACA Information Reporting, and the Delinquent Filer Voluntary Compliance Program
- **Healthcare reform guidance**: Proactive consultation by experts in the ACA and other related laws and regulations.
- **HIPAA training:** Educating privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
- **COBRA compliance review**: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- **Nondiscrimination consulting**: Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings.
- **Wellness plan review**: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.

- **Miscellaneous consultation**: Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.

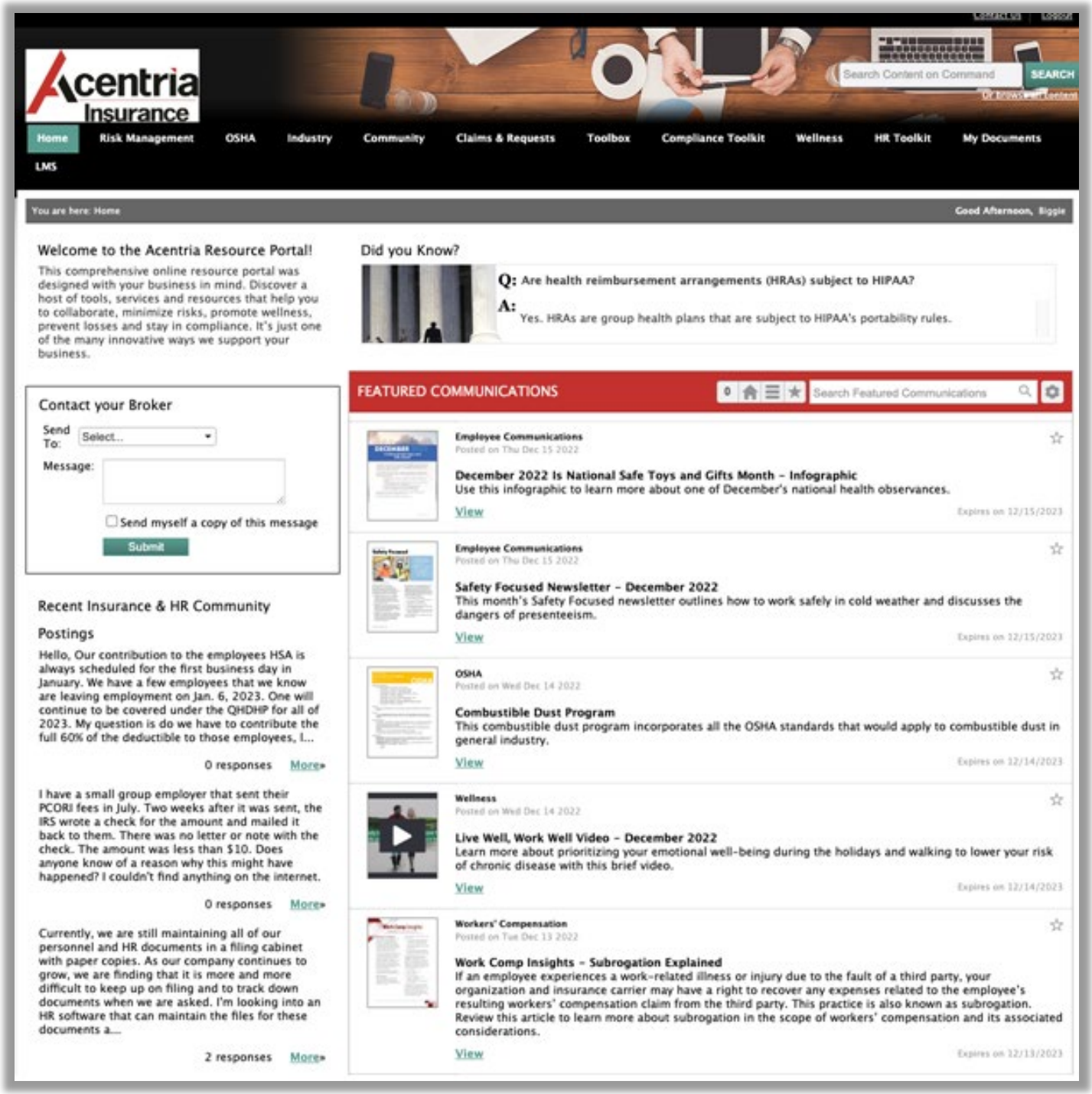
D. Description of the firm's legal resources associated with employee benefits.

Acentria Public Risk utilizes both internal and external legal counsel to keep us at the forefront of any changes in both State and Federal legislation. Our skilled internal compliance team is under the direction of Dan Kuperstein, Benefits Attorney, and expert in Healthcare Reform. He has a deep expertise in employee benefits and labor and employment law. He advises clients on and ensures compliance related to the Affordable Care Act, COBRA, HIPAA, ERISA, GINA, ARPA, and all other government regulations related to employee benefits.

In addition, we have the following compliance resources for our clients:

- **AcentriaHR** is an easy efficient solution to help manage HR compliance and employee relations issues. AcentriaHR provides you with 24/7 access to online HR tools and documents, including live HR advice from our team of certified HR advisors.

- **MyWave Client Portal** is a personalized website that hosts time-saving tools and resources. The Client Portal contains a vast library of tools, services, and resources that support our clients; some examples include OSHA log templates, job descriptions, salary benchmarking, learning management system, wellness promotion, and toolkits. Below is a screenshot of our client portal:



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

We affirm that there are no impending changes in our organization that could affect the delivery of services.

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

Our monitoring of the City's satisfaction with the overall Benefit Plan Operations throughout the year starts with constant communication-organized program oversight as we will detail throughout this RFP response. We facilitate bi-weekly calls and maintain constant communication with key City staff members to ensure providers are meeting requirements and expectations. We maintain Tier 1 status with all major national insurance carriers and providers, ensuring an elevated level of service excellence for our mutual customers.

Also, we continuously evaluate the performance of our vendor partners to ensure they are operating in the mutual interests of our clients and meet their unique needs. Our insurance carrier/TPA/vendor performance management process features:

- Designing metrics and establishing standards for service levels
- Monitoring vendor performance and client satisfaction
- Exploring and benchmarking the marketplace as a means of recommending the best possible vendors
- Measuring on-going financial stability
- Verifying proper licensure
- Support before, during, and after a government audit of a benefit plan
- Negotiating preferred pricing and performance guarantees
- Innovating new processes to improve service delivery to clients
- Developing new service solutions in support of the ever-changing HR/employee health and welfare benefits landscape

We measure and evaluate the above criteria for vendors that provide third party administration, consolidated billing, COBRA administration, benefits administration technologies, FSA, transit, and various other reimbursement accounts, etc. Additionally, our client engagement managers monitor vendor project plans. These implementation consultants assist clients with the deliverables to meet budgetary and major milestones required for each project.

If a provider has fallen below an acceptable financial rating, the City will be notified immediately to assess the impact and identify the appropriate remediation with alternate vendors or products that continue to meet the needs of the City. In lieu of this question, we carefully evaluate the providers we recommend to our clients, so this is not a conversation we ever have to have with the City.

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

The average accounts range in size from 25 to 4,000 employees. These accounts include several local government agencies and private sector businesses. Our current retention rate is approximately 95%.

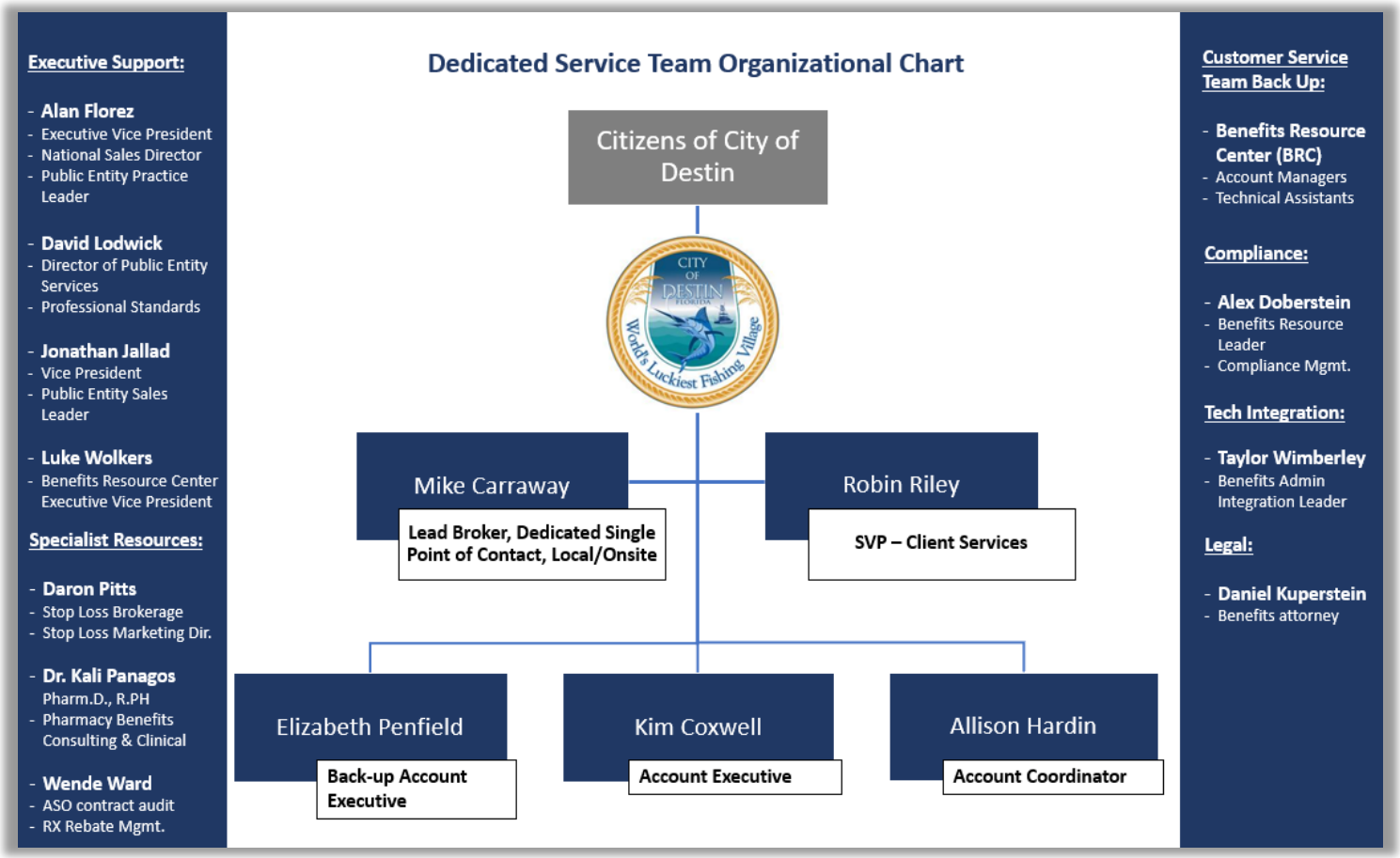
Tab 2

Qualifications and Experience of Staff

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

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

Please see our service team's resumes on the next page.



Name/Title	Phone		Email
Mike Carraway, VP Large Group Benefits Specialist, Single Point of Contact, (Local Destin Office)	Direct Cell	(850) 845-0486 (850) 830-7313	Mike.Carraway@Acentria.com
Robin Riley SVP – Client Services	Direct	(386) 852-2032	Robin.Riley@Acentria.com
Kim Coxwell Account Executive	Direct	(850) 583-2326	Kim.Coxwell@Acentria.com
Allison Hardin Account Coordinator	Direct	(850) 502-5095	Allison.Hardin@Acentria.com
Elizabeth Penfield Back-up Account Executive	Direct	(850) 424-1867	elizabeth.penfield@acentria.com

Mike Carraway

Vice President – Employee Benefits Consultant

850-687-8729
4634 Gulfstarr Drive
Destin, FL 32541

Work Experience

Vice President - Employee Benefits for Acentria Insurance
Destin, FL
4/2021 - Present

Education

Attended Jefferson Davis

Professional Designations

LUTCF

Volunteer Work

ECC-SHRM – Chair
2004-2010

FWB Chamber Healthcare Task Force 2008-2010

Destin Rotary Volunteer Annual Crawfish Boil
2016-2021

Michael "Mike" Carraway, Vice President, Benefits Consultant. Mike has been in the insurance industry for 34 years. He is the Vice President, Benefits Consultant for Acentria's Destin office. He has worked in NW Florida for more than 25 years assisting employers in both the public and private sector. Mike has an extensive background in employee benefits specializing in group medical and core ancillary plans. Mike's dedication to his clients ensures they are on the best platform and, most importantly, compliant with all ACA, ERISA and COBRA requirements. Mike has assisted Santa Rosa and Bay County School systems in transitioning from fully insured to self-insured health plans. In addition, has negotiated exclusive arrangements with top performing carriers which allow him to deliver proprietary plan offerings to his clients. For the last 21 years, I led the employee benefits team at a top agency throughout the panhandle of Florida. My responsibilities included managing sales and service associates, carrier relationships and maintained my own book of business. Primarily focused on long-term strategies to help employers forecast and obtain their plan and financial goals to offer the best benefits platform in their industry.

Robin Riley

Senior Vice President – Director of Client Services
386-281-3767
780 W. Granada Blvd.
Ormond Beach, FL 32174

Work Experience

- Senior Vice President, Benefits Team Leader for Acentria Public Risk from 2018 - 2024
- Senior Vice President, Director of Client Services 2024 to present.
- Brown & Brown - Public Risk Insurance Agency from 2008 - 2018 in the following roles:
  - Account Manager
  - Account Executive
  - Vice President, Benefits Division

Education

- Asheville Buncombe Technical College – 2 years

Professional Designations

- Group Benefits Associate, Certified Employee Benefits Specialist Program through Wharton University of PA.
- Voluntary Benefits Specialist, The Hartford School of Insurance
- Group Benefits Disability Specialist, The Hartford School of Insurance

Association Memberships

- Florida Public Human Resources Association
- Society for Human Resource Management

Robin Riley, Team Leader is an accomplished healthcare professional with 25 years of insurance industry experience. During this time, she has specialized with Florida's public entity health and welfare programs for the past 23 years. Her working history includes experience with a national insurance carrier, Account Management for a third-party administrator, and Account Management advancing to an Account Executive then Vice President for a national brokerage firm.

As a Team Leader for Acentria Public Risk, Robin is responsible for the overseeing all aspects of your program. She has a wealth of knowledge and experience with self-funding, level-funding, public entity pooling, carrier relations, onsite health care centers, wellness programs, claim mitigation and plan analysis. Her expertise in compliance issues, state and federal regulations also make her a valuable asset to our team and our clients.

Robin's responsibilities include analysis of benefit plans and claims utilization, identifying client benefit goals and financial objectives, management of various funding arrangements, managing client's formal bid process and evaluation, liaison with carrier relations, presentations to various committees and boards, coordination of open enrollments, health fairs and work in tandem with team on escalated member issues and billing reconciliation.

Acentria PUBLIC RISK
A FOUNDATION RISK PARTNERS COMPANY

Kim Coxwell

VP, Benefits Account Management
850-583-2326
4634 Gulfstarr Drive
Destin, FL 32541

Work Experience

Education

Acentria Insurance
2022 – current
- VP, Benefits Account Management
- Benefits Account Executive

Fisher Brown Bottrell Insurance Agency
2017 – 2022
- Account Management Team Lead
- Account Manager

BookIt.com
2012 – 2017
- Senior HR Generalist
- Payroll & Benefits Administrator

Education

LBW Community College – Business Administration Associate Degree

Troy University – 2 Years

Professional Designations

2-15 Life, Health, and Variable Annuity License

Kim Coxwell, VP, Benefits Account Management, has a combined 19 years of human resources and insurance industry experience. Kim began her professional career in Human Resources. After working in the industry for over 10 years, she decided to accept an Account Management position with a local insurance agency. Her goal in the Account Management position was to offer her clients the level of service she became accustomed to receiving from her broker while working in Human Resources.

She is responsible for leading an account management team, managing all aspects of the client service experience related to your benefits program. This includes new policy implementation, claims resolution, compliance, renewals, employee education meetings, wellness initiatives, and assisting with any escalated member issues.

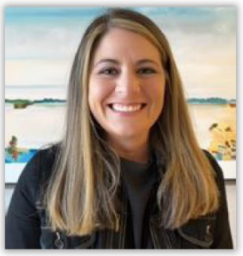
As VP, Benefits Account Management for Acentria Insurance Kim continues to focus on the overall client experience. She understands the challenges employers face when deciding on a benefits package to offer while balancing their budget and cost to employees.

Acentria PUBLIC RISK
A FOUNDATION RISK PARTNERS COMPANY

Elizabeth Penfield

Benefits Account Executive

850-424-1867
4634 Gulfstarr Dr
Destin, FL 32541



Work Experience

- Benefits Account Executive, Acentria Public Risk, 2023 – present
- Senior Associate, Retirement Plan Administrator, CBIZ MHM, LLC 2018 – 2023; 2008 – 2013
- Account Manager, Barnes Insurance & Financial Services, 2014 – 2018

Education

- Bachelor of General Studies, English, The University of Kansas,

Elizabeth Penfield, Benefits Account Executive, has 5 years in account management experience in the insurance industry and a total of 15 years' experience in employee benefits related fields. During this time, she has specialized in providing the highest level of service to clients and members.

Her work history includes experience as an Account Manager with a local insurance brokerage firm, and prior to coming to Acentria, as a Retirement Plan Administrator for a top 20 nationally ranked accounting firm. During her time as a Retirement Plan Administrator, Elizabeth focused on compliance and Form 5500 filings for welfare benefit plans.

As Benefits Account Executive for Acentria, Elizabeth is responsible for developing a comprehensive service strategy for your employee benefits program. She will work continuously with your Human Resources staff throughout the implementation process and will continue to direct the daily servicing of your account, resolving issues to your satisfaction in a timely manner.

Acentria PUBLIC RISK
A FOUNDATION RISK PARTNERS COMPANY

Allison Hardin

Benefits Account Coordinator

850-502-5095
4634 Gulfstarr Drive
Destin, FL 32541

Work Experience

Education

Account Coordinator - Benefits
Acentria Insurance
Destin, FL
2017 – Present

Medical Transcriptionist/Biller - William T. McKenzie, MD DO
Panama City, FL
2011 - 2015

Education

Associates of Arts – Northwest Florida State College 2011

Allison Hardin, Account Coordinator, has worked in the employee benefits insurance industry since 2017. Prior to joining Acentria Insurance, she worked as a medical transcriptionist and biller for a triple board-certified physician specializing in pulmonary and sleep medicine. She earned an Associates of Arts degree in 2011 with coursework focused on biology. In 2017 she joined Acentria Insurance as an Account Coordinator and provides dedicated support to more than 80 employer groups within the Acentria Benefits Department.

Allison's responsibilities include directly assisting HR administrators and their employees with benefit inquiries, claims resolution, enrollments, billing, and a variety of service-related needs.

As an Account Coordinator in the Acentria Benefits Department, Allison is committed to providing dependable support and excellent customer service, helping clients and their employees navigate benefit-related matters with confidence and care.

Acentria PUBLIC RISK
A FOUNDATION RISK PARTNERS COMPANY

Tab 3

Understanding and Approach

A written statement explaining the firm's approach to assisting local governments, or other clients, to maximize benefits for employees while minimizing the budgetary impact of skyrocketing health, dental, and all other lines covered in the RFP. Cite specific examples from your experience. Cite any innovative concepts your firm has employed. Describe your experience and relationship with the City's existing health, dental and other insurance carriers as listed in Appendix A, City Background Information.

Acentria Public Risk's approach to employer focused benefits:

- **Program Design & Management:**
  - **Discovery of Key Objectives** - to identify the state of current cost contributors and desired outcome.
  - **Benchmarking & Analysis** - models potential changes and evaluates benefit plans against a variety of factors.
  - **Strategic Planning** – of a comprehensive three-year program is developed with annual objectives.
  - **Tailored Design & Execution** – is customized and project-managed to achieve goals.
  - **Measurement & Predictive Analysis** – identifies improvement opportunities through program performance and cost forecasting with your self-funded health insurance and onsite health care center.

  - **Client Lifecycle Engagement** – ensures your program success with a 365-day intimate journey with our team.
  - **Health & Welfare Plan Compliance Assessments** check employee benefits plans, procedures, and filings for errors.
  - **SPD Amendment** – preparation and participant-friendly Summary Plan Descriptions.
  - **HIPAA Training** – for Human Resource staff, privacy officers and anyone who is involved with Personnel Health Information.
  - **Accredited Educational Events -** share actionable information on regulatory developments**.**
  - **Regulatory Compliance Advisory** – is a core competency. Our full service, comprehensive compliance services are provided and lead by our in-house ERISA attorney and compliance team.
  - **Benefits Administration Systems and Technology** are seamless, secure, and scalable.

Employee Advocacy & Member Services *Participant Focused:*

  - **Local Office** providing a one stop first-party administrative advocacy support team providing response and resolution for employees and their families to include Robin Riley and Allison Rand with Marisol Butcher working as a backup.

- **Hybrid Multi Channel Service Model** provides local service to your staff, employees and their families during Open Enrollment, Education Sessions, Health Fairs, and day-to-day service needs.
- **Health & Wellness Education** providing an authentic experience that truly resonates with your culture lies in fully integrating your core values into each participant interaction.
- **Well-being** the goal is to make health and well-being a powerful, personal experience.
- **Wellness Coordinator** is a registered nurse (RN) who is on-site for wellness and biometric screening events.
- **Employee Education** we provide a strategic and tactical multi-year strategy.
- **Employee Communications** we provide a customized strategic core communication approach

Acentria Public Risk has the expertise to provide cost savings and benefit enhancement services to help our public entity clients retain and attract talented employees while meeting their budget constraints.

Please see the following pages providing some of our specialty programs and services for our public entity clients.

Experience in Pooling Programs:

Trust Partnership: Our firm enjoys a strategic partnership with the Florida Municipal Insurance Trust (FMIT) which is the oldest and largest insurance Trust for municipalities in the State of Florida. It is administered by your municipal association, the Florida League of Cities. This trust is built "by and for cities." The FMIT is governed by elected officials and is a non-assessable, risk sharing pool. It provides insurance services for more than 500 public entities in Florida, of which 250+ are municipalities.

FLC
FLORIDA LEAGUE OF CITIES

Florida Municipal Insurance Trust

FMIT maintains superior financial stability, presently highlighted with total assets of approximately $500 million and a surplus of approximately $200 million. The League administers every facet of the FMIT's operations, including claims handling and risk control services. It offers unparalleled claims paying ability and a free employee wellness program through Hometown Health. The League's insurance staff is headquartered in Orlando.

The selection of our team would allow you to have an option to analyze the viability of a pool for your employee benefits. The agnostic approach to marketing your program to the Trust as well as to the commercial marketplace consistently creates the most effective method to maximize plan benefits while keeping costs down. In addition, no other broker can boast more experience with the different local government pools and commercial markets than our team.

***Acentria Public Risk Proprietary Program*:**
We have a self-funded pooling program that provides purchasing power so that groups under 500 employee lives will receive the pricing of a group size that is over 10,000 employees.

Well-Life is a Self-Funded health plan with a claims system that reduces costs both immediately and over time. This provides the best outcomes of claims for the employee and at the same time, directs employers to the most cost-effective risk management. Acentria Well-Life is a program that directly concentrates on helping employees/employers with diabetes, mental health, substance abuse, stress, and high blood pressure. Our program includes the following that will generate claims mitigation savings every month in addition to bringing better outcomes for your employees and their families:

- **100% of surplus returned to employer / plan sponsor every year.**
- **Pharmacy Rebates <u>100% returned to employer/ plan sponsor</u>**
- **Pharmacy Claims Mitigation Program** - Coaches employee to manage medications for better health, lower cost, and prepare for a better life plan
- **Specialty Rx program providing on average 50% savings on cost**
- **Maternity and Disease Management**
- **Behavioral Health Network Management**
- **Case management** - Negotiation on claims over **<u>$50,000</u>**
- **Hospital Bill Audit recovery** - Tracking all claims over **<u>$10,000</u>** for duplicate charges and mistakes
- **Surgery and diagnostic Procedural steerage** to participating well-Life partners for reduced cost and best outcomes for employees.
- **FRP Wellness - Turnkey wellness program**. Includes cash rewards and prizes for completing: Teladoc Primary '360 App, UMR.com, Care-enroll Vivifyhealth.com, biometrics, workout programs, physicals, challenges. We provide customizable reports on a quarterly basis.

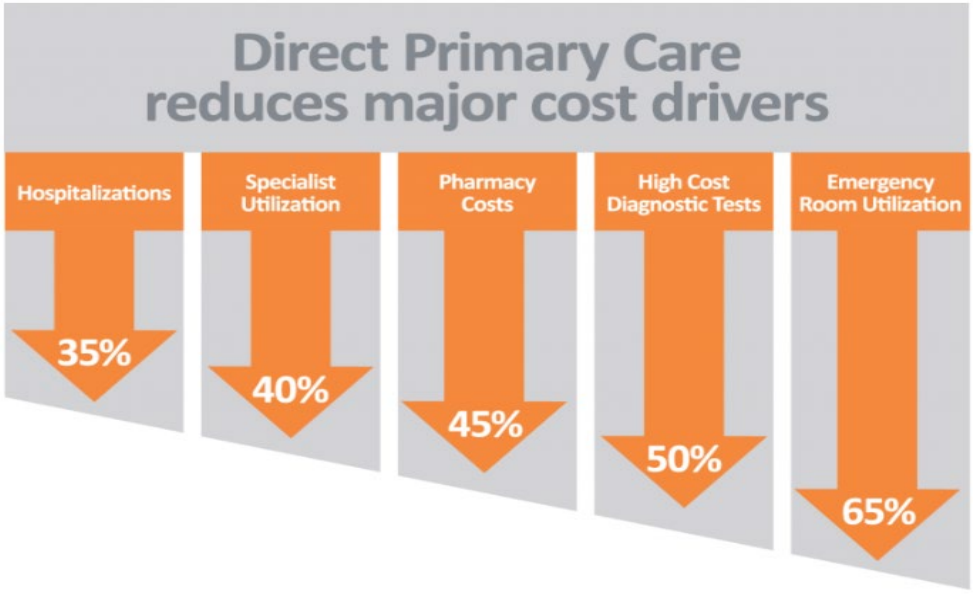
No other broker can boast more experience with the different local government pools and commercial markets than our team.

Direct Primary Care Expertise:

Walk On Clinic + Mobile Healthcare: With assistance from our partners at Walk-On-Clinic, Acentria Public Risk can assist with the establishment of an on-site Primary Care services for the employees of the City. On-site primary care is an excellent way to increase access to healthcare while improving overall employee wellbeing. Services include:

- Annual Wellness Exam
- Medical Examination with MD/NP
- Biometrics with Data Reporting
- Full Lipid Panel (7-minute results)
- Diabetes Screening + Blood Pressure
- Weight, BMI, and BF%
- Health Report Care
- Flu shots.
- Immunizations
- HGB A1C Tests

The chart below represents the impact direct primary care generally has on employers' claims spend. The transition to direct primary care would happen at a point when the City transitions to self-funding, but the benefit of encouraging a primary care relationship would be immediate.



ArcherHealth
FOR THE ORGANIZATIONS THE GIANTS IGNORE

PREPARED FOR
City of Destin
Florida · Municipal Team

Onsite primary care, *right where your people work.*

A fully operational clinic inside your existing space — **no construction, no five-figure buildout.** Built for the organizations big onsite vendors overlook: smaller, self-funded employers and public teams like the **City of Destin**. You give us a room; we deliver the clinic.

MOST CARE SOLUTIONS DON'T MOVE YOUR BOTTOM LINE — ARCHER DOES

Why the usual options fall short

- ✕ **Traditional onsite clinics** — built for 1,500+ employees; five-figure buildouts.
- ✕ **Hospital systems** — referrals funnel back; the ER stays sticky.
- ✕ **Wellness programs** — gift cards; no measurable cost lift.
- ✕ **Shared / near-site & DPC** — you pay PEPM whether it's used or not.

The Archer difference

- ✓ **No construction, equipment included** — a turnkey clinic in your existing footprint, live in weeks.
- ✓ **$0 to your employees** — no copays or surprise bills; labs & Rx passed through at cost, never marked up.
- ✓ **One flat monthly fee** — no PEPM, no utilization charges, no hidden add-ons. You always know the number.
- ✓ **A dedicated provider** — the same clinician who learns your team, not a rotating urgent-care face.

WHAT YOUR TEAM GETS — FULL-SCOPE CARE, ONSITE

Primary Care
Annual physicals, labs & Rx dispensing, plus chronic-disease management — diabetes, hypertension, cholesterol, asthma.

Acute Care
Same-day for common illness and minor injuries, with point-of-care testing — strep, flu, COVID, RSV.

Wellness
Biometrics, health-risk assessments, nutrition & weight-loss coaching, smoking cessation, mental-health screening.

Occupational Health
Pre-employment & DOT physicals, drug/alcohol testing, injury triage, workers' comp, OSHA compliance.

CONNECTED CARE, BEYOND THE CLINIC

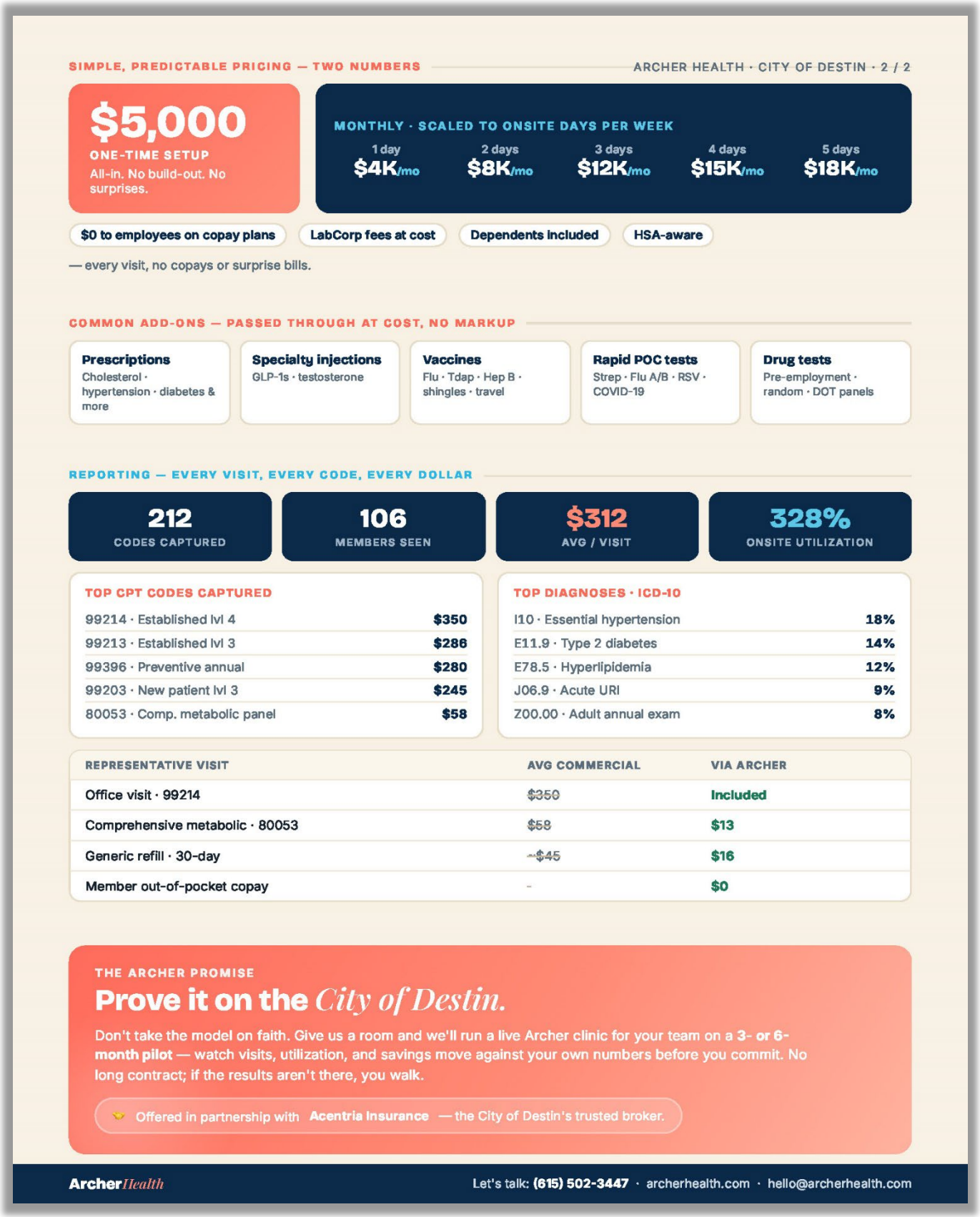
MEET ARCHIE

Archie, your *AI health coach*

Care doesn't stop when the visit ends. **Archie** is Archer's built-in AI health assistant — available to every employee 24/7 in plain language. He answers questions, helps members decide where to go and when, nudges refills and follow-ups, and keeps chronic conditions from slipping — **guiding your team to the right care and away from the costly wrong door.**

✚ Free secure messaging ✚ Discounted therapy ✚ 24/7 navigation

ArcherHealth archerhealth.com · **(615) 502-3447** · A proposal for the City of Destin



SIMPLE, PREDICTABLE PRICING — TWO NUMBERS

ARCHER HEALTH · CITY OF DESTIN · 2 / 2

$5,000
ONE-TIME SETUP
All-in. No build-out. No surprises.

MONTHLY · SCALED TO ONSITE DAYS PER WEEK

1 day	2 days	3 days	4 days	5 days
$4K/mo	$8K/mo	$12K/mo	$15K/mo	$18K/mo

$0 to employees on copay plans · LabCorp fees at cost · Dependents included · HSA-aware

— every visit, no copays or surprise bills.

COMMON ADD-ONS — PASSED THROUGH AT COST, NO MARKUP

Prescriptions	Specialty injections	Vaccines	Rapid POC tests	Drug tests
Cholesterol · hypertension · diabetes & more	GLP-1s · testosterone	Flu · Tdap · Hep B · shingles · travel	Strep · Flu A/B · RSV · COVID-19	Pre-employment · random · DOT panels

REPORTING — EVERY VISIT, EVERY CODE, EVERY DOLLAR

212	106	$312	328%
CODES CAPTURED	MEMBERS SEEN	AVG / VISIT	ONSITE UTILIZATION

TOP CPT CODES CAPTURED

99214 · Established lvl 4	$350
99213 · Established lvl 3	$286
99396 · Preventive annual	$280
99203 · New patient lvl 3	$245
80053 · Comp. metabolic panel	$58

TOP DIAGNOSES · ICD-10

I10 · Essential hypertension	18%
E11.9 · Type 2 diabetes	14%
E78.5 · Hyperlipidemia	12%
J06.9 · Acute URI	9%
Z00.00 · Adult annual exam	8%

REPRESENTATIVE VISIT	AVG COMMERCIAL	VIA ARCHER
Office visit · 99214	~~$350~~	Included
Comprehensive metabolic · 80053	~~$58~~	$13
Generic refill · 30-day	~~~$45~~	$16
Member out-of-pocket copay	-	$0

THE ARCHER PROMISE

Prove it on the *City of Destin.*

Don't take the model on faith. Give us a room and we'll run a live Archer clinic for your team on a **3- or 6-month pilot** — watch visits, utilization, and savings move against your own numbers before you commit. No long contract; if the results aren't there, you walk.

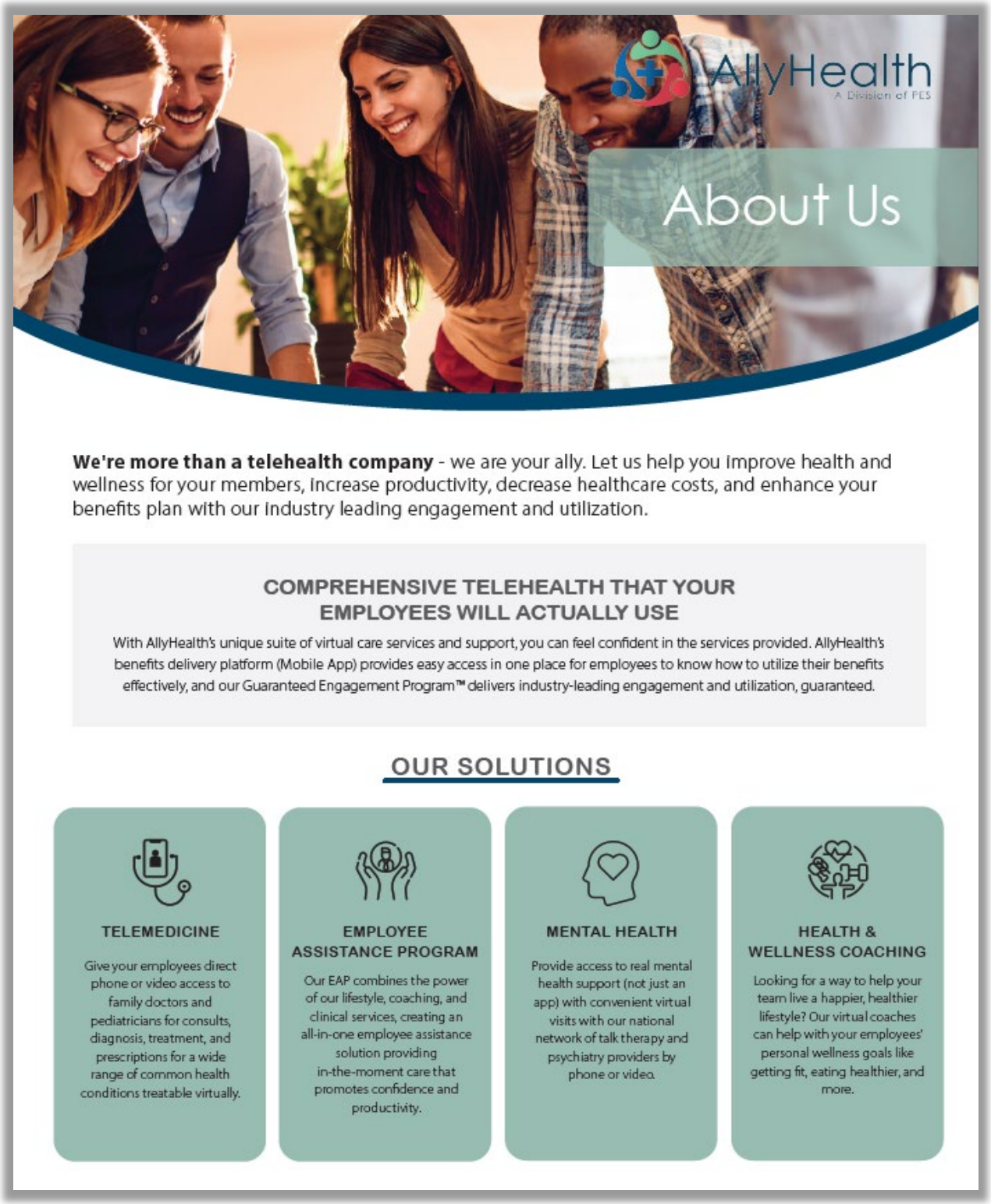
Offered in partnership with **Acentria Insurance** — the City of Destin's trusted broker.

ArcherHealth

Let's talk: **(615) 502-3447** · archerhealth.com · hello@archerhealth.com

Acentria can offer Telehealth services including Mental Health through our partner AllyHealth.

**Additional PEPM applies*



Appendix A: Telemedicine

Telemedicine Module (24/7/365 Access to Doctors)

AllyHealth is different from other telemedicine services because we provide proactive support to our clients every step of the way. Our proprietary, technology-enabled, high-tech and high-touch engagement system allows us to guarantee utilization levels that you won't find anywhere else.

How It Works

Talk directly with a doctor or pediatrician within minutes by phone, video, or mobile app - 24/7/365. From home, the office, or on the go. On your schedule. Anytime. Anywhere.

Features And Benefits

- ✓ 24/7/365 access to our experienced, board certified doctors
- ✓ Unlimited use, with no per-call fees or co-pays
- ✓ Prescriptions called in to your local pharmacy
- ✓ AllyHealth's proprietary, comprehensive, technology-driven, multi-channel engagement system
- ✓ Transparent reporting, and Guaranteed Results!
- ✓ Reduce costs, redirect claims, and increase productivity
- ✓ Improve employee recruitment and retention

When To Use

- ✓ Instead of going to the ER or urgent care center for a non-emergency medical issue
- ✓ During or after normal business hours, nights, weekends, and even holidays
- ✓ If your primary care doctor or pediatrician is not available
- ✓ To request prescriptions or refills (when appropriate)
- ✓ If traveling and in need of medical care

Common Conditions We Treat

- Acne
- Allergies
- Asthma
- Bronchitis
- Cold & Flu
- Constipation
- Diarrhea
- Ear Infection
- Fever
- Gout
- Headache
- Infections
- Insect Bites
- Joint Aches & Pains
- Rashes
- Sinus Infection
- Skin Inflammations
- Sore Throat
- Sports Injuries
- Sunburn
- Urinary Tract Infection
- And more...

Comparable Contract #1

Client: Okaloosa County School District

Description of Work: Employee Benefits Consulting Services

Contract dates: 2021 – Present

Detail Proposer's responsibilities and the results of the project:

- Assistance with the development of long-range benefit program strategies.
- Provide a feasibility study on their fully insured health insurance program moving to a self-insured program.
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Support services surrounding RFP's, compliance, and employee communication.
- Monthly plan performance tracking.
- Assistance with development of future wellness and Population Health Management initiatives.
- Actuarial and financial reporting services – IBNR, renewal projections, OPEB/GASB, 112.08, quarterly reviews, and budget tracking.

Results since project inception:

- **Health insurance** the feasibility study showed the School District would have saved **$19.6M** if they were self-funded over the last 4 years.
  - 2023 plan year the District moved from fully insured to self-funded group medical program, establishing a fund balance of more than $12 million.
  - Onsite full-time carrier representative.
- **Dental insurance –** managed an informal RFP process and carrier negotiations providing the School District with an annual premium reduction of **$13,096** and benefit enhancements as follows:
  - Reducing annual deductible from $125/375 to $50/$150.
  - Adding Orthodontic services.
  - Improved out of network from a discounted fee to 95% of UCR.
- **Retiree Program** – implementing a Medicare retiree program saving the retiree $820 per monthly premium and enhancing their benefits from deductible, coinsurance, and copays to $0 copays on most benefits.
- **School District's Employee Benefit program enhancements:**
  - Short Term Disability Coverage added.
  - Long-Term Disability changed carriers to save 20% over current premiums for both employer and employee paid plans.
  - Adding Accident Plan, Critical Illness and Hospital Indemnity plans.

Comparable Contract #2

Client: City of Miami Beach
Description of Work: Employee Benefits Consulting Services
Dates Covering the Term of the Contract: 2021 – Present

Detail Proposer's responsibilities and the results of the project:

- Assistance with the development of long-range benefit program strategies.
- Support services surrounding RFP's, compliance, and employee communication.
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Ongoing meeting schedule to discuss benefits-related topics.
- Monthly plan performance tracking.
- Assistance with development of future wellness and Population Health Management initiatives.
- Actuarial and financial reporting services – IBNR, renewal projections, OPEB/GASB, 112.08, quarterly reviews, and budget tracking.

Results since project inception:

- Negotiated stop loss renewal to a 0% with dividend, **$415k savings.**
- Conducted Rx program contract and detailed analysis to improve terms, without changing PBM, **$960k net savings projection.**
- Evaluated Medicare Advantage option for retirees – 54 – 71% cost savings projected, $**1M - $2.2M.**
- Evaluated concierge primary care platform with significant **ROI opportunity.**
- Evaluated diabetes prevention program with **$67k estimated net annual savings.**

Comparable Contract #3

Client: City of North Miami
Description of Work: Employee Benefits Consulting Services
Dates Covering the Term of the Contract: 2021 – Present

Detail Proposer's responsibilities and the results of the project:

- Assistance with the development of long-range benefit program strategies.
- Establish a wellness program focused on preventive care
- Identify underlying cost-drivers and modify plans to proactively mitigate future costs
- Support services surrounding RFPs, compliance, and employee communication
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Ongoing meeting schedule to discuss benefits-related topics.
- Monthly plan performance tracking.
- Assistance with development of future wellness and Population Health Management initiatives.

Results since project inception:

- Average annual medical cost trend of 4.9%, with the most recent renewal representing a 0.6% cost increase with improvements to the plans and without changing provider networks.
- Transition the ancillary products with a strengthening of contract and benefit, while reducing the annual spend by 13%
- Optimize and support benefits administration technology platform
- Provide onsite primary care for employees through our partnership with Dr. Moise and Comprehensive Health Center
- Provide a service platform that has allowed for consistency and continuity of process amid staff transitions.

Here are specific examples of how we have secured favorable outcomes/implemented innovative plan design for our clients:

Case Study 1

Situation: A south Florida City with approximately 88 employees continuously receiving double digit renewal increases on their fully insured plan. The City also wanted to implement an Employee Assistance Program (EAP) and a Wellness Program.

Solution: We analyzed a 3-year period of renewal premiums and large claim information to show the City would essentially receive savings by moving to the Florida League of Cities Health Insurance pooling program. In addition, by moving to the pooling program the City will receive full transparency of their cost and claims spend, enhanced health insurance program, employee incentivized wellness program and Employee Assistance Program.

Result: The City saved over $80,000 in premium when moving to the FMIT pooling program and enhanced their employee benefit offering

Case Study 2

Situation: A Florida city has approximately 350 full-time employees and spends $3 million per year on healthcare. The City tried participation-based wellness with incentives offered to employees for participation, but healthcare costs continued to escalate year-over-year.

Solution: We deployed an outcome-based wellness program (backed with a technology platform) that financially rewarded preventive care activities and improvements to measurements such as high blood pressure, smoking, cholesterol, and obesity. We also deployed nutritional seminars with metabolic profiling and kinetic testing, yielding 98% participation.

Result: This employer group yielded a 10% immediate ROI, offsetting the cost associated with the wellness platform entirely with a 2:1 return. This group has also had flat renewals for the previous three years on the aforementioned $3 million spend. The city as successfully created a culture of wellbeing as well that employees now embrace.

Case Study 3

Situation: Client since 2013, 1000 enrolled City looking to lower claims to control rising healthcare premiums.

Solution: In June 2016, a key hospital/health system exited the carrier network. This action would have increased the City's budget by over $5 million.

Result: Our firm effectively negotiated a direct contract between the City and the health system, which resulted in saving the City's budget. The direct contract is fully transparent to the City, without excess and hidden profit to the carrier. We work to achieve the greatest cost savings for the client.

Case Study 4

Situation: An employee suffered a major heart attack and was rushed to the closest hospital, which was out-of-network. When the employee received an unexpected bill for $21,000, he called BenefitsVIP for help.

Solution: The BenefitsVIP advocate filed appeals with carrier on behalf of employee and arranged for bills and collection notices to be held until appeal was resolved. The advocate also provided the carrier with information about other insurers' policies of covering emergency care as in-network.

Result: $19,000 decrease in employee's out-of-pocket expenses when the carrier agreed to cover the admission as in-network. The carrier also revised its policy to cover emergency care at in-network levels, regardless of whether the hospital participates in the network.

Case Study 5

Situation: A client is an adult dependent who had hemophilia. This member's factor 7 drug no longer worked and was moved to a rare alternative immunotherapy. Claims went from $250,000 to $5 million a year due to immunotherapy. The client could not move the full pharmacy benefit because it was under a three-year contract.

Solution: We marketed and negotiated this one class of specialty medication because the client did not wish to disrupt all plan members with a total PBM change. We successfully implemented a specialty pharmacy arrangement for this drug class

Result: Client saved $1.2 million annually.

Case Study 6

Situation: 500 life self-funded client received a 55% increase on their stop loss renewal due to an influx of large claims, with specialty pharmacy as a major driver. The plan was running $703k over budget with 3 months remaining in the plan year.

Solution: We were hired a couple of weeks before open enrollment to help drive a solution to the stop loss renewal, which had a $315,000 premium increase. The client was told alternate carriers would quote based on their participation. We acted immediately and engaged the marketplace and were able to secure proposals. We brought in a transparent PBM (Pharmacy Benefit Manager) with 100% pass through contract. This allowed us to also bring in a partner to mitigate specialty drug spending.

Result: We took an aggressive approach based on the anticipated Rx savings and sold a 2.5% stop loss increase with the same coverage limits, which resulted in $300,000 in savings. We had a decrease on the table on an alternate option. We were immediately able to shift $300,000 in specialty Rx costs away from the plan using our strategy. We also reduced fixed cost fees by $79,000 to avoid paying the TPA for a service our team provides in-house. Combined, our efforts saved over $870k within a couple of weeks of being hired.

Tab 4

Location and Accessibility

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

Mike Carraway, Vice President/Account Executive
4364 Gulfstarr Drive
Destin, FL 32541
Office (850) 845-0486
mike.carraway@acentria.com

Mike Carraway maintains a **diverse and well-balanced book of business** consisting primarily of **Florida public sector clients**, including municipalities, counties, and school districts. His portfolio reflects a strong concentration in **governmental employee benefit programs**, with varying group sizes, plan structures, and funding arrangements.

Composition of Book of Business:

- Predominantly **public entity clients** (cities, counties, and school districts)
- Mix of **fully insured and self-funded health plans**, along with dental, vision, life, and disability programs
- Groups ranging from **small municipalities (under 100 employees)** to **larger public organizations (500+ employees)**
- Clients with complex needs, including **collective bargaining environments, multi-plan offerings, and diverse workforce demographics**

Scope of Responsibilities:

- Development and execution of **renewal strategies and negotiations**
- Oversight of **claims analysis, cost containment initiatives, and plan design**
- Coordination of **open enrollment and employee communication strategies**
- Management of **carrier and vendor relationships**
- Ongoing **client service, issue resolution, and strategic planning**

Workload Management:
Mike's book of business is intentionally structured to ensure:

- **Manageable client-to-executive ratio**
- Ability to provide **high-touch, responsive service**
- Adequate time for **onsite meetings, strategic initiatives, and proactive engagement**

Alignment with City of Destin:
His experience managing **Florida public sector accounts with similar size and complexity** ensures the City of Destin will receive **dedicated attention, informed guidance, and consistent service delivery**.

This balanced and public-sector-focused portfolio allows Mike Carraway to deliver **specialized expertise while maintaining the capacity to prioritize the City's needs effectively**.

a) Number of accounts for which the Account Executive is responsible in the panhandle.

Acentria Public Risk maintains a **strategically structured service model** to ensure appropriate workload distribution and consistent, high-quality service delivery across the Panhandle region. The team assigned to the City maintains 30 – 50 accounts.

Account Executive Capacity:
Acentria Public Risk carefully manages account assignments to ensure each Account Executive maintains a **balanced and manageable book of business**, allowing for:

- High-touch service and responsiveness
- Proactive engagement during renewal and strategic planning cycles
- Availability for onsite meetings and employee-facing activities
- Timely resolution of service and administrative issues

Account Executive assignments in the Panhandle are intentionally limited to ensure **dedicated attention to each client**, particularly for municipalities with complex benefit programs.

Dedicated Team for the City of Destin:
The City of Destin will be supported by a **multi-tiered service team** designed to provide both strategic leadership and day-to-day operational support:

- **1 Lead Consultant** – Responsible for overall strategy, renewal negotiations, and executive-level guidance
- **1 Senior Vice President of Services** – Provides senior oversight, quality assurance, and escalation support
- **2 Account Executives** – Manage day-to-day service delivery, carrier coordination, and client communications
- **1 Account Coordinator** – Supports enrollment, billing, eligibility, and administrative functions

Service Model Advantages:

- **Redundancy and continuity** to ensure uninterrupted service
- **Specialized roles** for both strategic and operational needs
- **Local and regional support presence** in the Panhandle
- Scalable structure to adapt to the City's evolving needs

This team-based approach ensures the City of Destin receives **responsive, knowledgeable, and consistent support**, with sufficient capacity to manage all aspects of its benefits program effectively.

b) Steps the Account Executive will take to ensure that proper attention will be given to the City's account as your book of business grows.

Acentria Public Risk employs a **disciplined service model and workload management strategy** to ensure the City of Destin consistently receives focused, high-quality attention—regardless of overall firm growth.

1. Controlled Account Assignments:

- Account Executives are assigned a **limited and balanced number of clients** based on size and complexity
- Capacity is regularly evaluated to ensure sufficient time for **proactive service, onsite support, and strategic planning**

2. Team-Based Service Model:

- The City is supported by a **multi-layered team**, not a single individual, ensuring continuity and responsiveness
- Responsibilities are clearly defined across team members to avoid gaps in service
- Built-in redundancy ensures coverage during peak periods or staff absences

3. Proactive Service Scheduling:

- Annual service calendar includes **pre-scheduled touchpoints** (quarterly reviews, renewal planning, open enrollment)
- Dedicated time is reserved for the City during critical periods to prevent resource conflicts
- Regular check-ins ensure ongoing alignment with City priorities

4. Performance Monitoring & Accountability:

- Internal oversight by senior leadership ensures **service standards are consistently met**
- Client satisfaction, response times, and project timelines are actively monitored
- Adjustments to staffing or resources are made if service demands increase

5. Scalable Resources:

- Access to additional **account management, analytics, and compliance specialists** as needed
- Ability to expand support during high-demand periods such as renewal and open enrollment

Commitment to the City:
Acentria Public Risk's structured approach ensures the City of Destin receives **consistent, responsive, and proactive service**, with the resources and oversight necessary to maintain service excellence as our client base grows.

Tab 5

References

Provide three (3) client references including client name, contact personnel, address, phone number, email, and length of time you have provided agent-broker services. (Include references for services provided for health, dental, vision life and disability.)

Client Name	Okaloosa County School District
Address	202 Hwy 85 North, Niceville, FL 32578
Name of contact	Sarah Cato
Contact Phone Number	850-833-5823
Contact Email Address	Sarah.cato@okaloosaschools.com
Length of Time Providing Service	5 Years

Client Name	City of Niceville
Address	208 N. Partin Drive, Niceville, FL 32578
Name of contact	Danielle Holley
Contact Phone Number	850-279-6436 Ext. 1412
Contact Email Address	dholley@niceville.org
Length of Time Providing Service	20+ Years

Client Name	Destin Fire Control District
Address	848 Airport Road, Destin, FL 32541
Name of contact	Kathryn Wagner
Contact Phone Number	850-837-8413
Contact Email Address	kwagner@destinfire.com
Length of Time Providing Service	17+ Years

Client Name	City of Valparaiso
Address	465 Valparaiso Pkwy, Valparaiso, FL 32580
Name of contact	Tammy Johnson
Contact Phone Number	850-729-5402
Contact Email Address	cityclerk@valp.org
Length of Time Providing Service	5+ Years

Tab 6

Schedule of Fees

Describe the fees associated with those listed in Appendix C, Schedule of Fees, as well as any additional costs related to implementation of any proposed service delivery alternatives. Also, indicate if you would receive any other form of compensation such as from vendors, bonus, or any other form of compensation not otherwise characterized to the City of Destin as commissions.

All contingency commissions are performance-based incentives paid by carriers, typically tied to factors like overall book profitability, retention, and growth. They are not tied to any single client or plan recommendation, and they do not change the premiums or fees you pay. Our approach is to always present options based on what's in your organization's best interest. We're also happy to provide additional detail on how these arrangements work and how they're disclosed.

APPENDIX C
SCHEDULE OF FEES

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

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

APPENDIX C
Schedule of Fees RFP 04-HR

Proposal of: City of Destin

Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%		Value Added Services: - *BenefitsVIP $2.25 PEPM *BVIP Member Advocacy fee is waived with the Well Life Plan
Group Dental Insurance	10%		
Group Vision Insurance	10%		
Group Life Insurance	10%		
Group Disability Insurance	10%		
Hospital Indemnity	15%		

Tab 7

Services

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

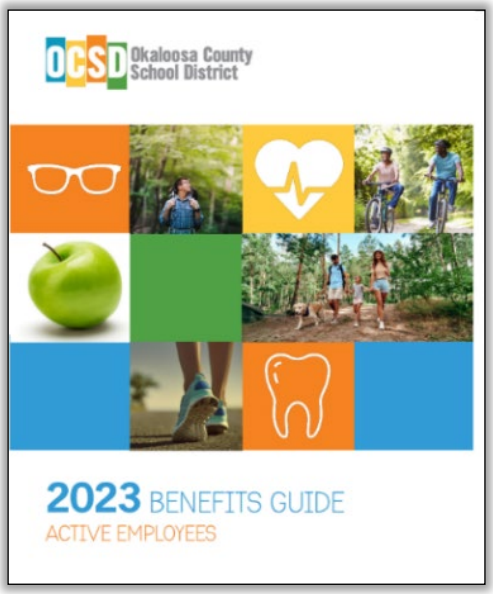
a) Describe what your firm's role would be in educating employees on plan benefits.

Customized Communications:
Employee communications are a core competency. We provide in-house *Employee education and communication strategies* that engage and educate plan participants to increase benefit literacy and assist in controlling employer costs. Our campaigns feature targeted messaging to heighten participant awareness and perceived benefit value while promoting consumerism through education and engagement.

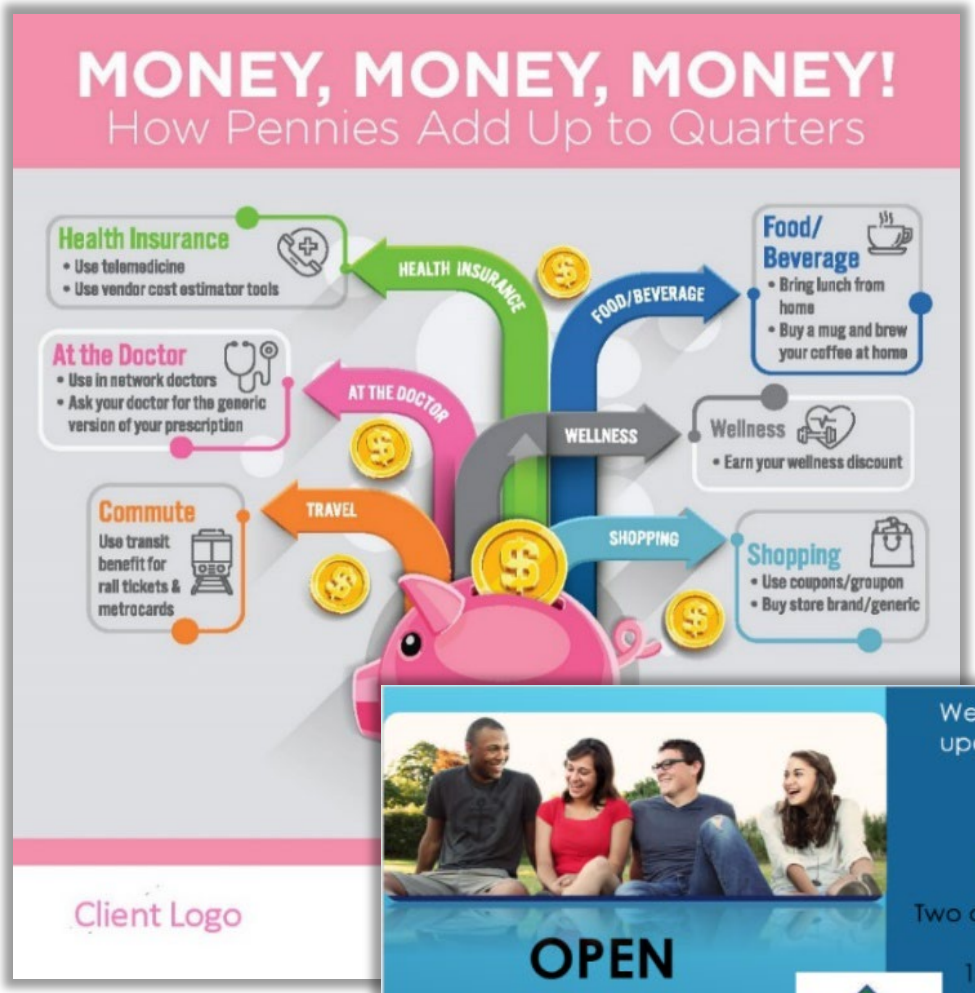
Our typical communication deliverables include Open enrollment and new hire employee packets/Benefit Guides, posters, flyers, newsletters, postcards, and PowerPoint presentations. All of these can be electronic and linked to any web-based platform.

Below are examples of what this looks like:

- **A benefits guide** that is updated at renewal, provides all the annual notification requirements associated with the Exchange Notice, Michelle's Law, COBRA, Newborns' and Mother's Health Protection Act, HIPAA, CHIP, WHCRA, MHPAEA, Medicare Part D notices, etc. The guide can exist on your HRIS or intranet allowing easy content updates.
- **A traditional benefit summary** can be converted into an electronic flip book.
- Custom Videos and multi-media presentations covering a wide range of communications topics.
- Social media can be an important part of a communication strategy. Our award-winning social media solutions have help clients reach and connect with employees that were previously disengaged.



We have a wide array of tools to effectively engage the City's workforce on how to best utilize their plans and programs available, with the goal of lowering their out-of-pocket expenses associated with healthcare. We will engage your plan participants and retirees through custom digital communications, built around your unique characteristics and needs. We have a vast library of outreach campaigns for wellness, education, open enrollment support, and more, which can be easily converted to most digital formats. Some sample materials have been included below.



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

Acentria Public Risk offers structured **employee engagement services**, including focus groups and surveys, to ensure benefit programs are aligned with employee needs while supporting the City's financial objectives.

Employee Surveys:

- Development and deployment of **customized employee benefit surveys** to assess satisfaction, utilization, and preferences
- Topics include plan design, network access, out-of-pocket costs, communication effectiveness, and voluntary benefit interest
- Surveys are distributed electronically with options for anonymous responses to encourage participation
- Results are analyzed and benchmarked against **similar public sector employers**

Deliverables:

- Survey design and administration
- Detailed results analysis with key themes and trends
- Actionable recommendations tied to plan design and communication improvements

Employee Focus Groups:

- Facilitation of **targeted employee focus groups** to gather qualitative feedback
- Sessions segmented by employee groups (e.g., departments, union vs. non-union, dependents)
- Discussion topics include **plan usability, provider access, affordability, and service experience**
- Moderated by experienced consultants to ensure productive, unbiased feedback

Deliverables:

- Facilitated sessions (onsite or virtual)
- Summary of feedback and identified concerns
- Strategic recommendations aligned with survey findings

Value to the City:

- Enhances **employee engagement and satisfaction**
- Provides real-time insight into **benefit effectiveness and pain points**
- Supports **data-driven plan design decisions**
- Improves communication strategies and open enrollment outcomes

Acentria Public Risk integrates survey and focus group findings into its **renewal and strategic planning process**, ensuring the City's benefits program remains competitive, cost-effective, and responsive to employee needs.

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

We will work for you, not insurance companies. Our commitment is to, year in and year out, negotiate the optimal carrier contracts available in the marketplace and leverage the breadth and depth of our book of business to do so.

We utilize an analytics platform that would help the City make informed decisions with transparency into your data to identify quantifiable savings to hold your carriers and vendors accountable. The traditional way of looking at benefits in silos falls short of providing adequate and relevant insights. Healthcare, worker's compensation, and your employees' financial wellness are all interconnected with this platform.

Our in-house underwriters are experienced in all aspects of health and welfare benefits and can develop and calculate pre-renewal projections; in-depth renewal analysis and competitive marketing; negotiations with carriers and stop-loss writers; claim lag analysis and IBNR calculations/annual reserve adjustments: equivalent rates; and claim factors.

Market Solicitation and Renewal Negotiation: All vendor proposals will be reviewed and evaluated by our team before presenting them to the City staff. This evaluation and presentation process will be inclusive of the following:

- Provide a detailed carrier analysis of their proposed contract, plans, and cost compared to the in-force program
- Illustrate the differences to include the advantages and disadvantages
- Total program cost details
- Employer and employee contribution modeling
- All proposal details to include caveats and exclusions
- Network analysis with reports on provider disruption, discounts, to determine viable options for the City

During the RFP process, once vendors have submitted their proposal responses, we will prepare quantitative analytics on an equal basis of comparison for the financial offering included. We will also provide a comprehensive view of the performance guarantees and dollars at risk being offered.

Once our analysis is complete, we will meet with HR, Budget, and Finance staff as needed to review all options and recommendations. After our presentation, we will begin the best and final negotiation process, securing any missing information and clarifying details prior to making a final recommendation.

We will collaborate with City staff on the best and final process, then we will provide a formal evaluation and recommendation for presentation to the Board for approval.

We will lay out the pros and cons of the process before a final decision is made on plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and in-person), wellness capabilities, service guarantees and their specific renewal methodologies. Committee members can meet with the potential new vendor(s) before making a final decision.

d) Describe the open enrollment process you utilize.

Open Enrollment Coordination:
We will work with you to schedule open enrollment and other employee education meetings onsite, virtually, or both, and we can staff them with our benefits experts. Acentria Public Risk assists in the development and modification of open enrollment materials. During open enrollment, Acentria Public Risk provides daily reports on enrollment status.

This report identifies employees who have either completed or not completed their enrollments. We can also arrange health fairs or other dedicated events. We provide posters, email communications, and/or fliers to promote attendance at scheduled meetings to boost attendance.

Open Enrollment Facilitation:
We create and facilitate open enrollment communications that include on-site and pre-recorded presentations, PowerPoint presentations, webinars, web-ex presentations, and supporting printed and online materials. Acentria Public Risk creates related contracts and/or amendments and assists in the development and modification of open enrollment materials.

Our optional technology empowers plan participants to properly enroll in and use their benefits. This technology modernizes administration and facilitates participant self-service and communications processes. Our technology employs artificial intelligence designed to help participants with decision-making. Features include paycheck modeling and decision support tools. This best-in-class solution streamlines and automates enrollment and eligibility systems, connects you with your participants, and helps them manage their benefits.

The system eases benefit demands on HR staff. For example, it will notify your participants when they need to enroll and indicate how many days, they have remaining to complete an open enrollment or a new hire enrollment process. The notification tool will help your HR department eliminate manual tracking and communication of benefit eligibility and enrollment windows. Notification can be a scheduled process and requires no action from an HR administrator.

Post-Enrollment Support
We supervise the following post-enrollment tasks:

- Carrier/vendor deliverables
- Generation of identification cards
- Delivery of benefit summaries (reviewed to ensure accuracy)
- Delivery of contracts, amendments, and summary plan descriptions (also reviewed for accuracy)

Approximately one month after open enrollment, we conduct a post-renewal meeting. We review the financial results of the open enrollment, changes in plan enrollment, and the processes of enrollment while looking for areas of improvement. During this meeting, we set the agenda for other priorities. We provide a migration report and summary, finalize contributions/cost-share based on final enrollment, and establish an actual-to-expected report once contributions and cost share are determined based on new enrollments.

Employee Navigator

Employee Navigator launched in 2008 and serves more than 2,500 insurance brokers, 150+ integrated partners and 60,000+ companies across the country.

Employee Navigator is an all-in-one solution designed to get new hires enrolled quickly, review coverage and select plans for co-workers, monitor enrollments, set deadlines, and store important plan documents (SBC's, SPD's, etc.)

Employee Navigator's Key Strengths:

- All-in-one solution for onboarding employees as well as handling benefits administration
- Solution clearly indicates enrollment activities, such as a current-year, new-hire enrollment, and open enrollment.
- Built-in carrier and payroll integrations
- Standard reporting is user friendly
- Fully supported by the Foundation Risk Partners team
- Configured and supported by our Client Solutions team
- Password and navigation assistance for employees is supported by our Benefits Advocacy team

We can assume responsibility for benefits administration activities on your behalf to help drive efficiencies. This level includes management of your benefits administration technology, and/or management of best-of-breed marketplace options that meet your organization's needs. Our internal experts deliver day-to-day and annual benefits administration tactical support. Compliance risk mitigation and personal employee advocacy include standard and optional services by our firm. We consult on and provide direct support for:

- Enrollment and eligibility maintenance
- Data connectivity
- Reporting and data analysis
- Premium support services
- Management of system site content
- New hire, life event, and dependent verification communications & processing
- Employee password resets
- Employee enrollment processing

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

Employee Advocacy:
Through personal and ongoing contact with the City and your employees, our in-house advocacy unit (BenefitsVIP) will identify, track and report benefit inquiries, activities, and issues. We compiled this information in a BenefitsVIP Analysis Report, which provides valuable data on emerging service trends, benchmarking, HR/employee usage, productivity savings calculations, and average resolution time. BenefitsVIP advocates stay involved in a claims issue from the first call from an employee through the resolution of the case. As they interact with your employees, they will collect data on these interactions, which are then utilized by Account Management and our benefits consultants to fine-tune benefit programs. An example: if multiple employees report that they don't understand how to use a specific aspect of their plans, this may indicate a need for a targeted education campaign.

The call monitoring system, call tracking and resolution procedures used by your firm.
The team lead is responsible for daily review of open cases. An automated system notifies team leads and the BenefitsVIP director if a case is open longer than expected using type of case as the determining factor. BenefitsVIP representatives handle their case communication whether requesting additional information or providing resolution.

Unlike typical call centers that are measured by average handle times (which translates into moving the employee off the phone call as quickly as possible) the measurement of the BenefitsVIP support center's success is the employee's peace of mind. One of the many attributes of BenefitsVIP is its ability to increase employee satisfaction with their benefits plans. Rather than our advocates being measured by average handle time, they are measured on the timeliness of resolutions, the percentage of resolutions we were able to provide on the first call, along with the percentage of resolutions provided within 24 hours.

Our company-wide average is 91% of calls are resolved within 24 hours with 80% being resolved on the first contact we have with an employee. As an extension of our clients HR team, this ensures a positive and best in class level of support when we interact with our clients' employees.

How is employee satisfaction assessed?
We monitor BenefitsVIP via our quality assurance program to ensure that our advocates are providing good service and accurate information. We can also design a custom survey for your BenefitsVIP team to use to determine satisfaction among your plan participants.

What is the process for resolving customer complaints/issues?
The team lead or senior representative distributes cases. Once assigned, the BenefitsVIP representative is the owner from start to finish. This allows our advocates to provide thorough and timely assistance for each case we handle, also preventing employees from having to explain the same issue to multiple people each time they call. BenefitsVIP team members possess deep expertise with claims adjudication and rarely need to escalate a case. However, when a carrier is not processing a

claim according to the contract and we need to escalate, our process includes involving management-level individuals within our firm and the carrier organization.

BenefitsVIP does not hesitate to escalate a claim up to C-level carrier personnel when needed. All service representatives can handle all inquiries/issues that flow into the department. A case is escalated to the team lead when the representative is unable to resolve the issue in time (in accordance with standards set up by the department, i.e., benefits within 48 hours; claims within 72 hours). This escalation is automated via our CRM system. If the team lead needs to escalate further, the BenefitsVIP director or account management team is brought in to reach out to carrier/vendor management to ensure resolution.

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

We affirm that we can be available for an on-site visit with a 48-hour advanced notice. We will have personnel available for all types of communication. Office hours for our locations are from 8:00 AM-5:00 PM 5 days per week, but our account managers understand that our priority is a commitment to immediate response and are available via cell phone at any time and contact information will be provided. Calls and emails are expected to be returned within 2 hours. Please also note our member-facing advocacy team, BenefitsVIP, has standard operating hours of Monday-Friday 8:30 AM – 8:00 PM EST.

g) Provide details in your proposal of all current wellness program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.

Acentria Public Risks Proprietary Wellness Program:

"EPIC Lifestyles Solutions" Technology Platform:
**Additional Fee applies* for *our EPIC Lifestyles Solutions.*

We provide employee wellness-related communications through our optional EPIC Lifestyles Solutions wellness and disease management portal. This award-winning wellness portal (Corporate Vision Magazine, Business Worldwide Magazine, and EmTech Excellence Awards) provides enhanced interactive experience for plan participants.

EPIC Lifestyles Solutions wellness and disease management portal supports:

- Immediate and Long-term Strategy: Plan, implement and integrate EPIC into an annual a nd long-term wellness program.
- Scalability: Sized to meet needs regardless of the employer's current stage in wellness.
- Open Access: Enrolled employees/spouse and anyone not enrolled in the medical plan can participate.

- Cost-Effectiveness: Only pay for participants registered on the EPIC portal.
- Reporting: Aggregate on-demand employer reporting.
- Unlimited Challenges: Provided via FRP's library of 40+ challenges.
- Communications: Not a DIY solution, but a defined suite of communications.
- Diversity: Multiple languages supported.

EPIC provides three separate tools: The Bridge, The Challenge and The Portal, that can be mixed and matched depending on a client's needs.

Below we have listed some examples of the wellness services and resources provided to specifically address the needs of our Public Entity clients:

- **Seminars and Wellness Programs:** Throughout the year, we will help the City organize seminars and wellness programs centered around the overall health and wellbeing of your employees. Utilizing the wellness funds negotiated into your health insurance contract, we will coordinate with local health, nutrition, and preemptive care vendors that will help reinforce the City's overall commitment to wellness.

- **Walk On Clinic + Mobile Healthcare:** With assistance from our partners at Walk-On-Clinic, Acentria Public Risk can assist with the establishment of an on-site Primary Care service for the employees of the City. On-site primary care is an excellent way to increase access to healthcare while improving overall employee wellbeing. Services include:

  - Annual Wellness Exam
  - Medical Examination with MD/NP
  - Biometrics with Data Reporting
  - Full Lipid Panel (7-minute results)
  - Diabetes Screening + Blood Pressure
  - Weight, BMI, and BF%
  - Health Report Care
  - Flu shots
  - Immunizations
  - HGB A1C Tests

- **Outreach Campaigns:** We have a vast library of outreach campaigns for wellness, education, open enrollment support, and more, which can be easily converted to most digital formats.

Our experience with wellness plan strategies and disease management programs include:

- **Member assessments and awareness tools**, most commonly biometric screenings, and health risk assessments.
- Programs and policies **supporting a culture of health and well-being**, such as tobacco-free environments, physical activity challenges, stress reduction tutorials, mental health, and financial fitness seminars.

- Incorporation of **health coaching, disease management, and targeted programs** to reinforce healthy lifestyles and compliance with standards of care for those needing it.
- **Strategic vendor partnerships** to fill needs, encouraging collaboration, and integration to optimize the member and employer experience.

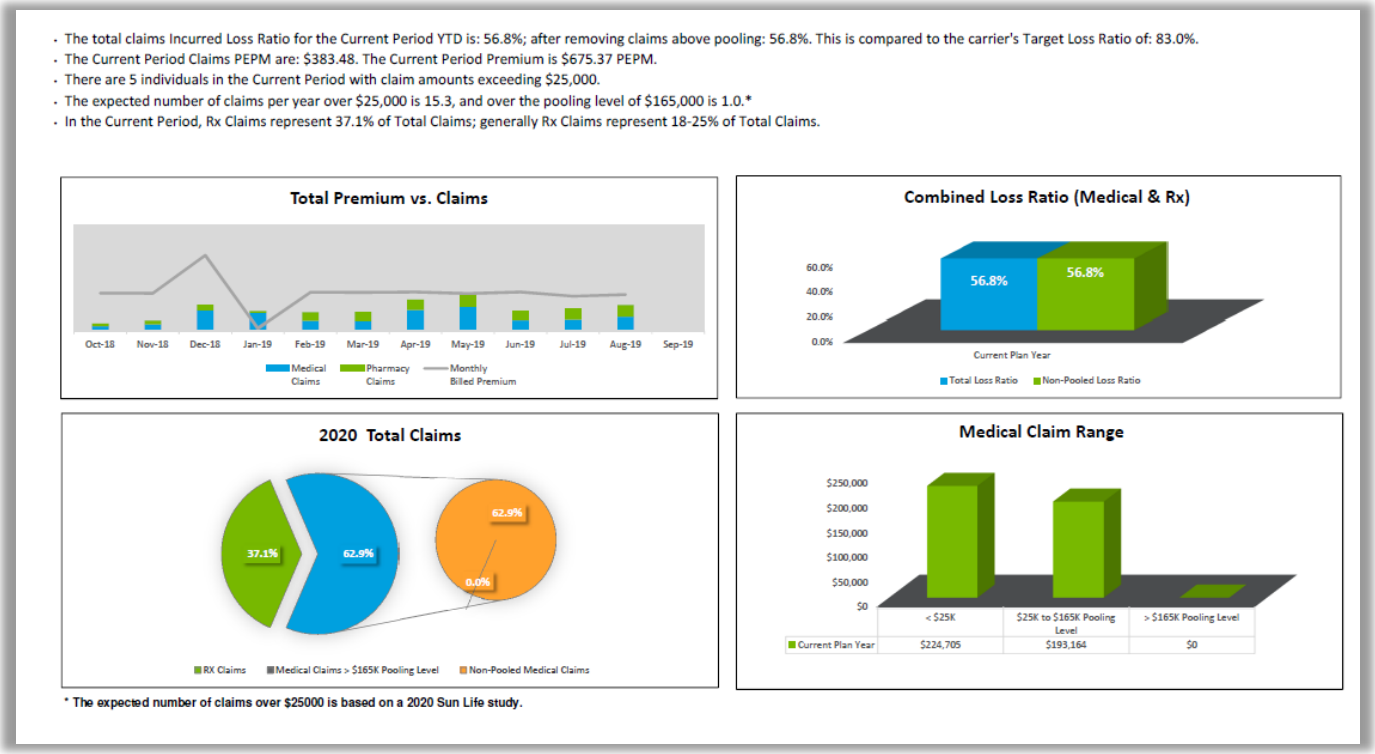
Our wellness strategies are designed using a comprehensive set of data sources on health plan costs and utilization, as well as complying with Federal and State Mandates.

- **Negotiate** with your health insurance carrier wellness dollars to financially support your health fair, biometric screening event and activities.
- **Wellness Committee** – At the City's discretion, our team can set up, manage, and attend all wellness committee meetings to share and implement ideas and structure.
- **Set up and manage a timeline** for all activities, with the City and/or Wellness committee input.
- We are prepared to assist/manage a biometric screening/health fair event that includes Health Risk Assessments, employee's wellness education and local wellness vendor participation.
- Include wellness incentives for participation.
- Strive for 50% or better participation.
- Review reporting from Health Risk Assessments and claim reporting to analyze top conditions.
- Review EAP utilization and educate employees on using the program
- **Develop and manage custom wellness activities** with a focus on the City's Health Risk Assessment reporting throughout the year, such as: walking challenges, weight loss, lunch n learns, financial fitness campaigns, health workplace initiatives, promote the City's EAP program.
- Acentria Public Risk will design and conduct customized assessments and/or employee surveys.

h) Describe your monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent, and quality of reports on wellness/disease management, ability for covered member to track wellness and heath claims, etc.

Reporting: We provide reporting to ensure deliverables are achieved and plan performance is monitored and measured. Reporting is also an essential aspect of evaluating vendor service guarantees and monitoring the fiscal health of a client's overall benefits program. We take a custom approach with a combination of vendor reporting, industry sources, and supplementary reports to answer requirements. Standard reporting includes the following:

- Review all claim/account data provided by carriers, including full analysis and validation of renewal exhibits.
- Compare performance from period to period and relative to book of business benchmarks.
- Identify trends and monitor plan utilization patterns for opportunities to adjust plan design or consumer behavior.
- Ensure Service Plan key initiatives are monitored and tracked to planned deliverables.
- Provide relevant statistics of member calls to the client's dedicated BenefitsVIP team, including usage, incident prevalence and productivity savings.
- Evaluate service level guarantees, including claims payment turnaround, network discount guarantees, fixed-cost guarantees, and claims management guarantees.
- Provide cost projections during the mid-year pre-renewal process for the upcoming renewal, track cost and identify areas of concern.



Scope of Services – Appendix B

Responsibilities of the agent-broker shall include, but not be limited to, the following: all or any of which the selected agent broker may be asked to perform.

1. **Negotiate all insurance renewal rates with current carriers and market group coverage to competing carriers.**

   We affirm we will meet this requirement for the City as part of our service commitment to year in and year out negotiate the most optimal carrier contracts available in the marketplace and leverage the breadth/depth of our book of business to do so.

   Our renewal process begins with a pre-renewal meeting 6 months before t. Our in-house underwriters and actuary partners will develop a budget and claim projections for the upcoming year. Our team will focus on the following:

   - Claim reporting
   - Utilization review
   - Employee survey
   - Benchmarking
   - The state of the carriers
   - Emerging trends
   - Administrative issues or concerns
   - Future budgetary concerns
   - The development of the renewal timeline and approach

   This information will prepare the City in advance of a bid process or warranted vendor change. We will lay out the pros and cons of the process before a final decision is made plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and in-person), wellness capabilities, service guarantees, and their specific renewal methodologies. Committee members can meet with the potential new vendor(s) before making a final decision. As an authorized agent for every A- or better-rated insurance company/vendor in the marketplace, we pride ourselves on our ability to work with total objectivity in all our initiatives.

2. Consult with City staff regarding the current benefit plan or alternate benefit plans.

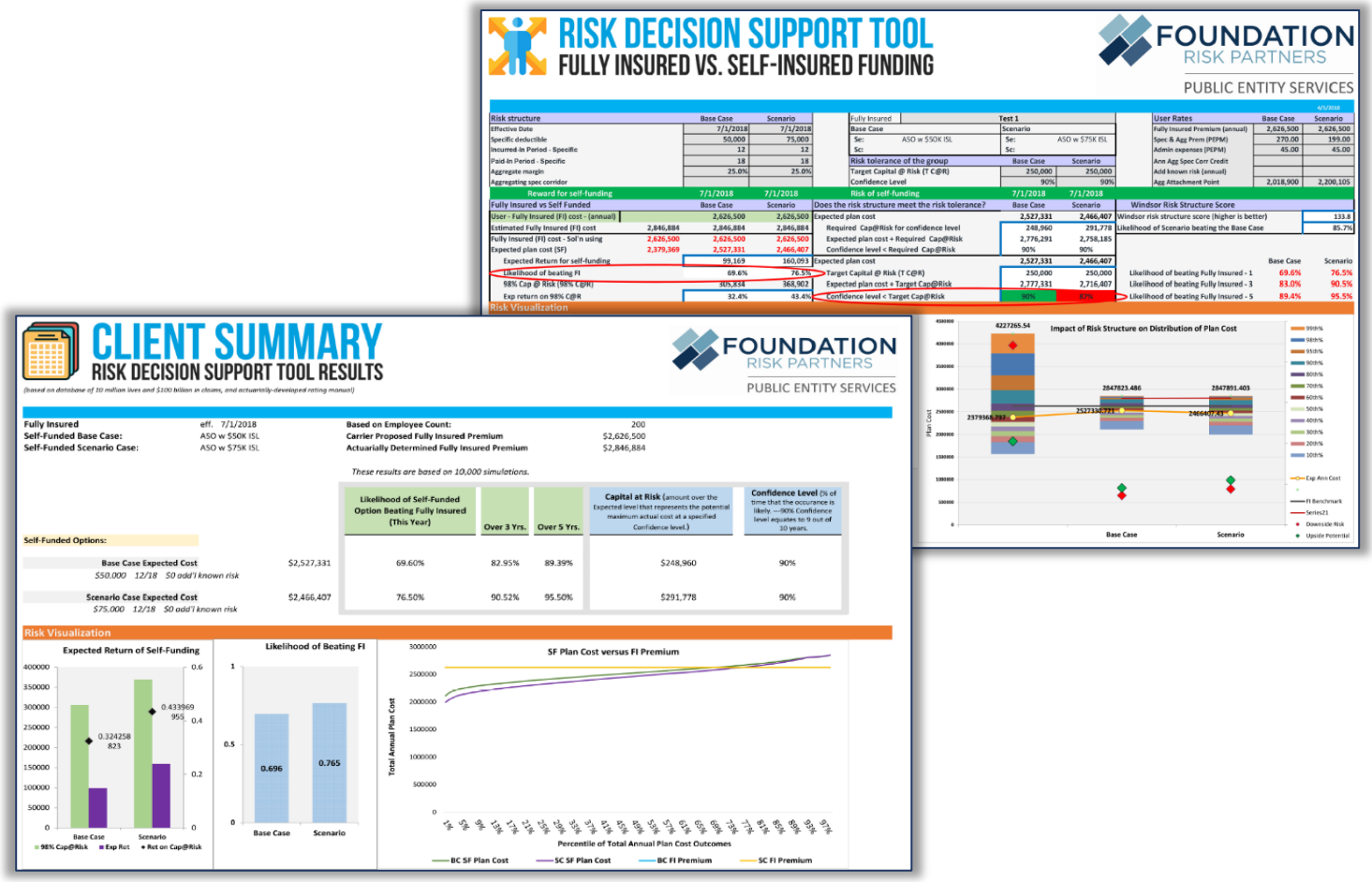
Our team will analyze current plan structure and design, historical, current, and projected costs, claims experience and utilization, contracts, etc. At the same time, we review employee-specific aspects, including contributions, communication material, and overall plan satisfaction.

Risk Decision Support

An example of our technical resources is our Risk Decision Support Tool that uses real-time and historical data to help employers make crucial funding decisions. For example, if the City is evaluating self-funding versus the current fully insured contract with Florida Blue, this will inform the decision with scenarios and help evaluate the risk-versus-reward associated with this transition. The tool presents the risks and benefits of funding options by assessing current and projected renewal rates and prior claims experience.

The tool, which also aids in budgeting, allows the employer to make informed decisions based on risk tolerance. It evaluates the group's capital at risk, return on capital at risk, and the likelihood of beating a fully insured (riskless) alternative.

We analyze past plan performance and project future costs. We can illustrate your most recent claims experience into an alternative funding model to show "what if we were self-funded?" scenarios. We then provide cost projections and comparisons between funding alternatives.



Our analysis leads to the annual Service Plan and a long-term Strategic Benefits Plan, which are comprised of tactical and strategic initiatives and the resources required to accomplish objectives. The annual Service Plan is a single, time-activated working document with clearly defined priorities and timelines for each step of new client implementation; this process is ongoing and adjusted as necessary throughout the year. It describes and tracks all components of the delivery phase, the implementation of plan management, claims analysis, BenefitsVIP employee support, COBRA administration (if needed), benefits administration technology, surveys, Total Compensation Statements, tailored employee communications, etc.

Our analysis leading to the design of the annual Service Plan also forms the basis of a three to five-year Strategic Annual Business Plan. Our recommendations are designed to mitigate cost increases that typically encompass cost containment strategies, population wellness, contribution strategies, etc.

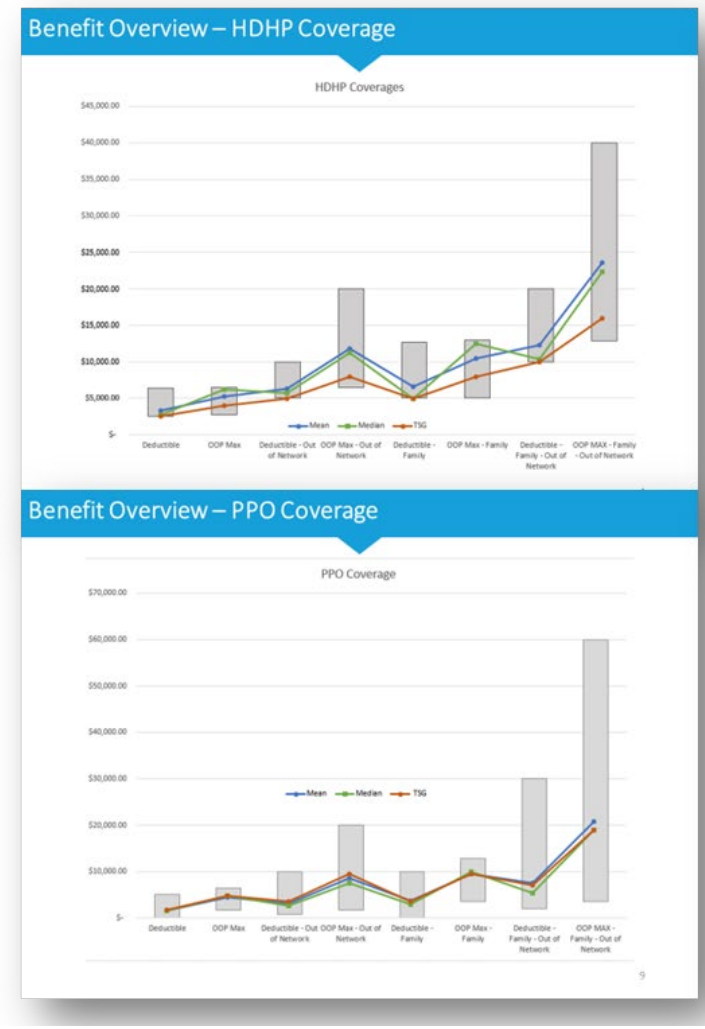
Whether our analyses target annual plan activities or long-range goals, the process identifies performance consistency and potential deficiencies and aberrant situations. The process also facilitates the consideration of new and emerging products and trends.

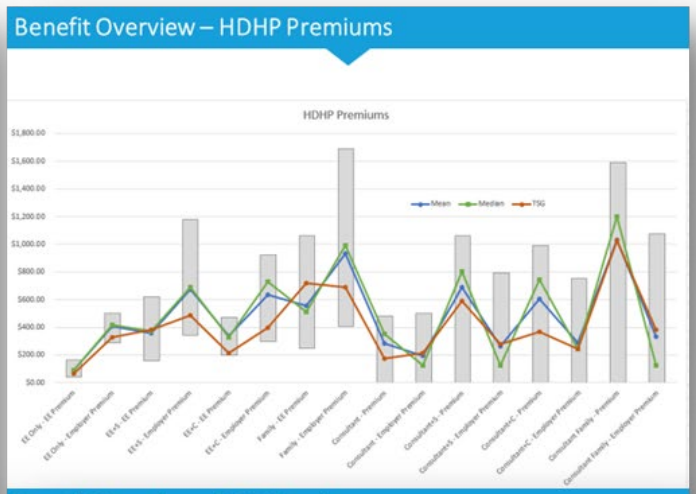
We will work collaboratively with the City to align your benefits strategy to deliver the lowest possible cost and highest possible value. At the same time, we will prepare the City to anticipate and respond to an ever-evolving healthcare landscape.

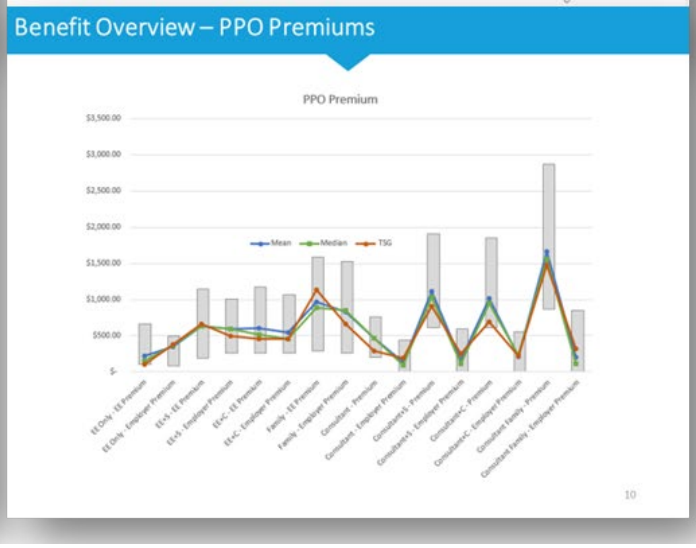
3. Analyze the insurance needs of the City and provide written recommendations for changes where appropriate or dictated by changing market conditions.

Acentria Public Risk affirms to meet this requirement through our benchmarking resources. We benchmark programs to compare how the City's current plan compares to other employer-sponsored government plans in the state and geographical area. We assess your plan designs, identify trends, and monitor plan utilization patterns for opportunities to adjust plan design or to educate consumer behavior.

Each of these factors is measured against a national database so we can compare the City's factors against comparable municipalities. We utilize our multi-sourced normative benchmarking data base that consists of 50,000 unique employer groups via Truven Health Analytics. We use our benchmarking data for opportunities to educate employee consumerism. Please see our sample benchmarking reports below:







4. Represent the City as requested in communications with all underwriters, claims adjusters, claimants, or other interested parties.

We affirm to serve as the City's main point of contact with all insurance carriers by working as the liaison with the City, employees, and their families. Our team provides this service through our Tier 1/Preferred status with most of the major insurers that typically results in a higher level of advocacy from the carrier, including but not limited to:

- Dedicated service teams providing quick resolutions
- Direct access to underwriters and medical directors
- Accelerated case implementation
- New products/services introduction
- Enhanced claims reporting at no additional cost
- Inclusion on the carriers' Advisory Council

5. Provide a full range of services, including but not limited to risk exposures, risk identification, written analysis, and insurance placement, written recommendations, alternative service delivery mechanisms or other services as requested by the City or deemed necessary by the agent-broker.

Acentria Public Risk is prepared to meet and exceed the Scope of Service requirements outlined in the City's Request for Proposal. Our team believes in public service and is dedicated to reducing program costs, mitigating risk, and functioning as an extension of your staff. Our services are year-round and all-inclusive, with no set time limits on services or line-item costs.

Our approach to employee benefits advisory services is based upon:

- **Review** current employee benefits program performance.
- **Advise on benefits administration and enrollment technology platforms and our personal team support to aid employees in decision-making and daily and annual benefits administration.**
- **Develop a renewal plan and timeline** that meets the City's annual and long-term objectives and mitigates risk and cost increases.
- During the **plan marketing phase**, prepare RFPs to obtain competitive quotes from carriers and other vendors, and serve as the contact during the bidding process.
- **Evaluate vendors** and carriers to determine conformity to contracts, performance guarantees, costs, and provisions.
- **Negotiate** with carriers and other benefit program providers on your behalf; evaluate new contracts.
- **Establish claims reporting** for medical and prescription drugs, with details of paid claims and applicable reimbursements, as well as premium/funding and enrollment summaries. Review these reports with your team to identify and address trends.
- **Evaluate your demographics** and develop voluntary benefits product recommendations to fill gaps in core coverages and assist in the management of these benefit products (if needed).

- **Benchmark medical plan costs** and employee contributions against employers of similar size in your industry and region.
- **Support open enrollment** with insurance experts and presentations; provide Benefit Reference guides and updates to existing plans as needed.
- **Deliver comprehensive compliance support** from our in-house experts, including a detailed compliance service calendar with activities and key dates to keep your plans in compliance year after year.
- Provide **oversight and guidance on legislative issues** and pending or new legislation.
- **Provide access to** in-house compliance experts to answer your questions as they occur.
- **Communicate ongoing regulatory guidance promptly with actionable guidance.**
- **Client Advocacy** – we will answer your members' questions and resolve benefit issues on their behalf.
- **Design and deliver targeted communications campaign** that promotes employee engagement, program cost control, and benefits consumerism.
- **Wellness and Disease management** that Advise your organization on **best practices** and assist in the design of campaigns to guide employees to take personal responsibility for their health.

6. Review each insurance policy, binder, certificate, or other insurance document to ensure the wording is complete, correct, and in compliance.

We affirm we will meet this requirement. Our team will review all contracts, summary plan descriptions, documents, and other information as requested for accuracy, compliance, and to make sure the contracts conform with the City's decisions and commitments under any union agreements.

A review of all contracts and plan documentation including benefit set-up sheets, prior authorization criteria, step-therapy rules, and any other applicable benefit design elements will be performed. The appropriate plan designs will be applied, and applicable copays and deductibles, as applicable, will be tested.

7. Be available to the City for consultation daily in performing obligations under this Agreement.

We affirm we will meet this requirement, in addition, because our approach to supporting our clients' benefits program is a year-round engagement, we aim to over-communicate to ensure the congruence of support with the right path toward achieving your long-term strategic goals. Our meeting structure includes, but is not limited to:

- **Ongoing Activity:** We currently hold bi-weekly project plan calls to be in contact on all program management activities. During these calls, we discuss the status of each open activity detailed in the Project Plan.
- **Quarterly Strategy:** We conduct quarterly meetings to review claims and financials/budget, address any service and administration issues, review BenefitsVIP reporting, and discuss industry updates on compliance or trends.

- **Mid-Year Pre-Renewal: 6 months before the renewal, our team will review claim reporting and utilization provided by the carrier.** Our actuarial team will utilize develop claim projections for the upcoming fiscal/plan year. This information will prepare you well in advance and will allow us to strategize on how to address cost-drivers mid-year while allowing you to budget appropriately.
- **Renewal Review:** We will review incumbent carrier renewal numbers along with the marketing approach preferred by procurement.
- **Post-Renewal Strategic Planning Meeting:** This occurs approximately one month after the renewal. We review the financial results of the open enrollment, changes in plan enrollment etc., and the processes of enrollment while looking for areas of improvement. This meeting is also used to set the agenda for other priorities after open enrollment has been completed.

The client relationship is extremely critical to our value. The multiple touch points we offer throughout the relationship will develop a deeper understanding of your needs. We also enhance that perspective with informal get-togethers and discussions. In addition to face-to-face meetings, our team members will be available by phone and email.

8. **Advise the City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverages carried by or claims processing services provided to the City. This includes budget projections on future costs of benefits programs.**

Our in-house underwriters are experienced in all aspects of health and welfare benefits and can develop and calculate pre-renewal projections; in-depth renewal analysis and competitive marketing; negotiations with carriers and stop-loss writers; claim lag analysis and IBNR calculations/annual reserve adjustments: equivalent rates; and claim factors.

Our staff regularly attends national and regional conferences, forums, and symposiums sponsored by industry and trade associations, including the National Business Group on Health. We also leverage memberships in the following groups to gain insights into benefits and health and wellness innovations:

Our firm coordinates with the Council of Insurance Agents & Brokers (CIAB), National Business Group on Health (NBGH), National Association of Health Underwriters (NAHU) and other industry associations. These groups provide client-facing and internal training on significant regulatory developments.

Our executives have participated in CIAB's Legislative and Working Group Summit to lobby U.S. senators and representatives on benefit issues that are of critical importance to employers. The Summit brings together Congress and voting partners to listen to the broker community who relays critical benefit issues and challenges experienced by their clients.

Acentria Public Risk has a valued partnership with the Florida Association of Counties Trust (FACT) which is administered by the Florida Association of Counties (FAC). We also partner with the Florida League of Cities and the Florida Municipal Insurance Trust to combine service efforts for Florida's Governmental entities. Below is a list of our professional memberships where we stay informed of all issues public sector entities are facing today:

- **FAC** – Florida Association of Counties
- **FPHRA** – Florida Public Human Resources Association
- **FCCMA** – Florida City and County Management Association
- **FLC** - Florida League of Cities
- **FGFOA** – Florida Government finance Officers Association
- **PRIMA** – Public Risk Management Association
- **RIMS** – Risk & Insurance Management Society
- **SHRM** – Society for Human Resource Management
- **CFAHU** – Central Florida Association of Health Underwriters

Our Account Management teams are actively engaged in the industry and possess a thorough knowledge of the market and trends. They routinely communicate this information to clients through direct contact with account management and our proactive eAlert notification program.

HR Insights

Brought to you by the insurance professionals at
Acentria Public Risk

Managing the Mental Health of Returning Employees

The coronavirus pandemic has affected nearly every aspect of daily life. Businesses are closed or have reduced capabilities, individuals are worried about their physical and financial safety, and no one knows when circumstances will improve. These and other factors illustrate the burdens individuals must endure during the pandemic. When businesses begin to reopen, employers must keep these factors in mind.

Reopening a business does not erase the hardship endured by its employees during its closure. Employees may still be grappling with mental health issues that can impact their performance when the doors reopen.

This article provides tips and considerations for employers that intend to reopen their businesses after the coronavirus pandemic. This guidance can help manage the mental health of returning employees.

Consider a Slow Open

Many employees had to be laid off or furloughed during the coronavirus pandemic. These individuals may need some time to reacclimate to the work environment. Even remote employees who retained their positions may need time to readjust, having to now deal with regular commutes and professional appearance expectations.

Reopening slowly can give employees time to get back into their normal routines. Without this adjustment period, employees may experience emotional whiplash, since they must now suddenly deal with expectations they haven't faced for weeks.

As such, employers should consider phases to their reopening. These may include bringing employees back in waves and gradually expanding operational hours back to normal. This gradual reopening can give employees the time they need to properly bring their bodies and minds back to work.

Think About Caregivers

The coronavirus pandemic inadvertently turned thousands of employees into full-time caregivers in just a few short weeks, with nursing homes, day cares and schools closing down. Many of these employees will retain these caregiving duties even when businesses reopen.

Employers should understand that some employees may have caregiving responsibilities that impact their mental health. Flexible scheduling can be a small perk that makes a big difference. Employers can help relieve some of the caregiving burden by allowing employees to move their schedules around, accomplishing job functions on their
during core work hours. This ensures
can maintain their personal responsi
getting their professional work done.

Offering such a perk can also make a
more attractive to working parents w
flexibility over many other workplace

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LEGAL UPDATE

Federal Court Blocks OSHA COVID-19 Vaccination and Testing ETS

On Saturday, **Nov. 6, 2021**, the 5th Circuit Court of Appeals ordered a temporary stay on the Occupational Safety and Health Administration's (OSHA) COVID-19 Emergency Temporary Standard (ETS) on mandatory COVID-19 vaccination and Testing for the workplace.

The stay was extended pending judicial review on **Nov. 12, 2021**. The order effectively prevents enforcement of this ETS until a final decision regarding the legality of this standard is published.

On **Nov. 16, 2021**, all lawsuits filed challenging the ETS were consolidated for review in the 6th Circuit Court of Appeals. As a result, OSHA has suspended ETS implementation and enforcement pending future developments in the litigation. This situation is fluid and additional action by the courts is expected.

Temporary Stay

The stay was ordered in one of multiple lawsuits challenging the validity of OSHA's COVID-19 ETS. These lawsuits request a permanent injunction against the ETS. The Court justified the order because it found "cause to believe there are grave statutory and constitutional issues" with the OSHA vaccination mandate.

This stay will remain in place until a final decision regarding the ETS is published.

Impact on Employers

While the temporary stay effectively prevents enforcement of the ETS until a final decision on the legality of the standard is published, the law has not been permanently delayed or vacated officially.

As a result, affected employers should continue in their efforts to become familiar with and understand the various provisions of the ETS in the event future compliance is required. Affected employers should also continue to monitor developments of this legal challenge to learn more about the viability of, and their compliance obligations with, the ETS.

Provided to you by Acentria
This Legal Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal

Important Dates

Nov. 5, 2021
ETS publication and effective date

Nov. 6, 2021
Temporary stay ordered for ETS

Dec. 6, 2021
Compliance date for most ETS provisions

Jan. 4, 2022
Compliance date for ETS testing requirements

Employers should monitor developments of this legal challenge to learn more about the viability of, and their compliance obligations with, the ETS.

Acentria Insurance

9. **Assist with enrollment of newly hired employees, retirees, and COBRA members as well as terminations and changes for current employees; assist City staff with organizing open enrollments to include voluntary benefits plan enrollment, and employee education; and assist City staff in communicating benefit changes, including employee meeting presentations.**

Open Enrollment Assistance: We work as an extension to your Human Resources staff. Our Destin office will provide local face-to-face new hire enrollment meetings. During the City's annual open enrolment our Acentria team will work with Mike to provide presentations and enrollment support at your various locations.

We will assist the City with the ongoing eligibility maintenance. Our standard and recommended process is the automation of all carrier and eligibility interfaces between the self-service enrollment platform (Navigator) and the vendors. In situations that require assistance due to an interface not functioning as expected, our team will assist with the processing of activities as needed in the vendor-specific administrative portals. Our BenefitsVIP team will also provide enrollment and navigational support to employees as needed during open enrollment, mid-year qualifying events or new hire enrollments.

Additionally, we will provide onsite and local representation for employee meetings and monthly new hire orientations on an as-needed basis in addition to being present and onsite to conduct open enrollment group meetings.

Open Enrollment & Employee Communications Expertise:

- **Conduct open enrollment** with insurance experts and additional staff when needed for multiple locations to assist with the City's work schedule.
- **Coordinate and facilitate employee education** for maximum utilization of online enrollment system.
- **Facilitate receipt** of all appropriate vendor materials and review for accuracy prior to open enrollment.
- **Customized presentations** to ensure employees understand their benefit offerings.
- **Coordinate and conduct open enrollment meetings** and assist with the enrollment of all employee benefits.
- **Design and deliver customized benefit guide booklets** prior to open enrollment.
- **Design and deliver targeted communications** campaigns that promote employee engagement, program cost control and benefits consumerism.
- **Manage a smooth implementation** with new vendors or plans to ensure that all necessary paperwork completion and all policies are accurate.
- Verify receipt of ID cards
- Verify accuracy of the City's billing after renewal
- Review of SPD and plan documents for accuracy

10. Agent-broker shall be knowledgeable of the Patient Protection and Affordable Care Act (PPACA) and associated laws of the health care reform legislation and keep the City abreast of how the health reform will impact city.

The ACA's compliance requirements have posed a hardship on businesses that are often not equipped to monitor and act upon the law. Our skilled compliance staff will analyze how the ACA, as it presently exists or is amended, impacts your plans. They will deliver timely advice, guidance, and assistance, including any required or recommended plan changes. They will also provide ongoing support related to applicable state and federal regulations, COBRA and HIPAA assessments, compliance updates, annual communication requirements, etc.

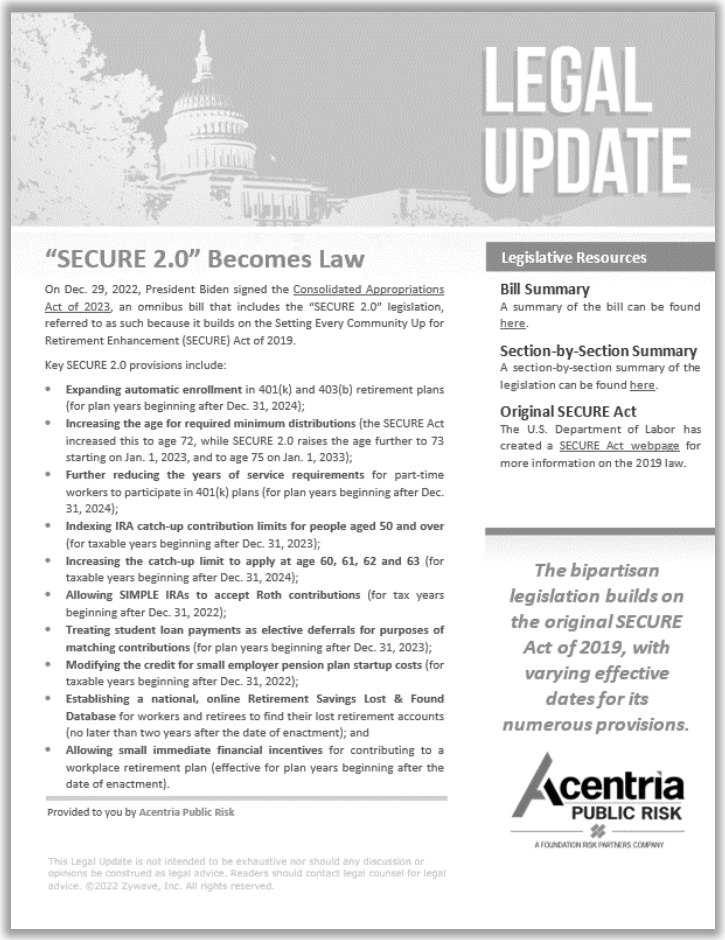
They will systematically communicate relevant regulatory updates that may affect your health and welfare benefits, and provide in-depth training via personal contact, complimentary webinars, etc. Your engagement with Acentria Public Risk will begin with an onboarding compliance assessment to determine and resolve any immediate risk and exposure.

Regulatory compliance is an Acentria Public Risk core competency. Our full-service, comprehensive benefits compliance services are provided through our internal Compliance team under the direction of our head ERISA attorney, Daniel Kuperstein. Our engagement with the client begins with a thorough compliance assessment audit and continues 52 weeks a year with a systematic monitoring and information-sharing platform that educates and informs you on all laws, regulations, and guidance that impact your plans.

Acentria Public Risk provides the following comprehensive suite of compliance services to our public entity clients:

- **Compliance Assessment/Audit**: A thorough review of the client's current compliance initiatives and a complete report, recommendations, and service plan for remediation of all deficiencies and ongoing best practices.
- **In-House Compliance Expertise**: Information-sharing and guidance on all health and welfare compliance topics: eAlert bulletin services that provides the latest information on regulatory changes, webinars that provide information sharing and expert analysis on a variety of topics.
- **Compliance support associated with ACA reporting requirements:** We work with preferred ACA reporting vendors to help our clients satisfy the annual 1095-C and 1094-C requirements. Our commitment to the City is to identify your unique needs associated with information reporting and variable hour tracking to determine the appropriate vendor required to meet each of these requirements. The typical scope of services includes:
    - 1095-C distribution to employees
    - 1094-C filing with the IRS
    - Variable hour tracking required for benefits eligibility determination
    - Data normalization

- **Healthcare Reform guidance:** Proactive consultation by experts in the ACA and other related laws and regulations.
- **HIPAA training: Education** privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
- **COBRA compliance review:** Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- **Nondiscrimination consulting:** Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings**.**
- **Wellness plan review:** Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- **Miscellaneous consultation:** Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more**.**



LEGAL UPDATE

"SECURE 2.0" Becomes Law

On Dec. 29, 2022, President Biden signed the Consolidated Appropriations Act of 2023, an omnibus bill that includes the "SECURE 2.0" legislation, referred to as such because it builds on the Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019.

Key SECURE 2.0 provisions include:

- **Expanding automatic enrollment** in 401(k) and 403(b) retirement plans (for plan years beginning after Dec. 31, 2024);
- **Increasing the age for required minimum distributions** (the SECURE Act increased this to age 72, while SECURE 2.0 raises the age further to 73 starting on Jan. 1, 2023, and to age 75 on Jan. 1, 2033);
- **Further reducing the years of service requirements** for part-time workers to participate in 401(k) plans (for plan years beginning after Dec. 31, 2024);
- **Indexing IRA catch-up contribution limits for people aged 50 and over** (for taxable years beginning after Dec. 31, 2023);
- **Increasing the catch-up limit to apply at age 60, 61, 62 and 63** (for taxable years beginning after Dec. 31, 2024);
- **Allowing SIMPLE IRAs to accept Roth contributions** (for tax years beginning after Dec. 31, 2022);
- **Treating student loan payments as elective deferrals for purposes of matching contributions** (for plan years beginning after Dec. 31, 2023);
- **Modifying the credit for small employer pension plan startup costs** (for taxable years beginning after Dec. 31, 2022);
- **Establishing a national, online Retirement Savings Lost & Found Database** for workers and retirees to find their lost retirement accounts (no later than two years after the date of enactment); and
- **Allowing small immediate financial incentives** for contributing to a workplace retirement plan (effective for plan years beginning after the date of enactment).

Provided to you by Acentria Public Risk

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Legislative Resources

Bill Summary
A summary of the bill can be found here.

Section-by-Section Summary
A section-by-section summary of the legislation can be found here.

Original SECURE Act
The U.S. Department of Labor has created a SECURE Act webpage for more information on the 2019 law.

The bipartisan legislation builds on the original SECURE Act of 2019, with varying effective dates for its numerous provisions.

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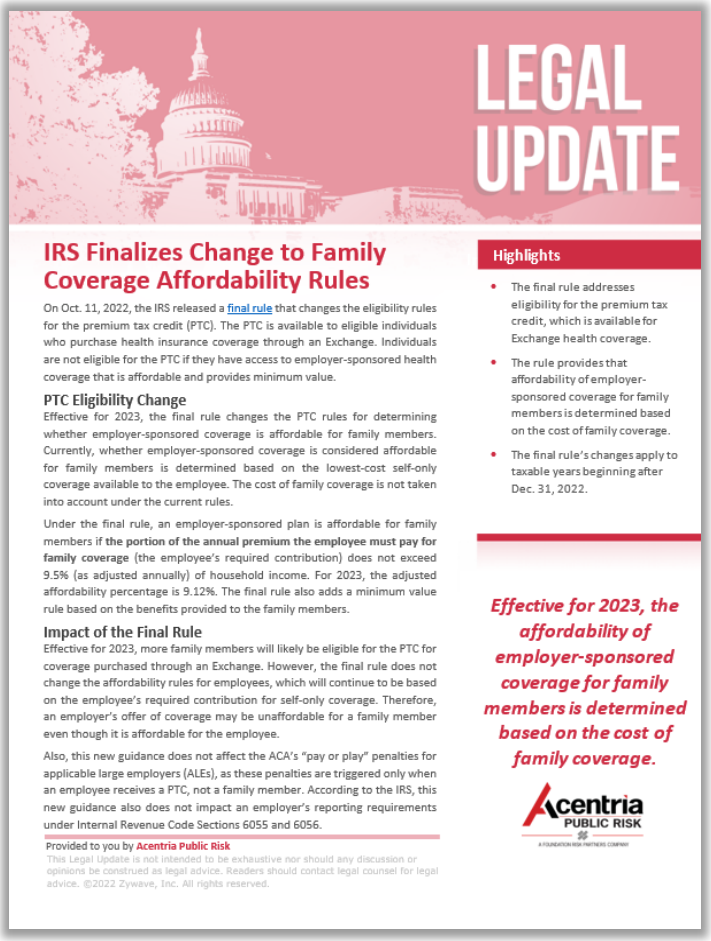

LEGAL UPDATE

IRS Finalizes Change to Family Coverage Affordability Rules

On Oct. 11, 2022, the IRS released a final rule that changes the eligibility rules for the premium tax credit (PTC). The PTC is available to eligible individuals who purchase health insurance coverage through an Exchange. Individuals are not eligible for the PTC if they have access to employer-sponsored health coverage that is affordable and provides minimum value.

PTC Eligibility Change
Effective for 2023, the final rule changes the PTC rules for determining whether employer-sponsored coverage is affordable for family members. Currently, whether employer-sponsored coverage is considered affordable for family members is determined based on the lowest-cost self-only coverage available to the employee. The cost of family coverage is not taken into account under the current rules.

Under the final rule, an employer-sponsored plan is affordable for family members if **the portion of the annual premium the employee must pay for family coverage** (the employee's required contribution) does not exceed 9.5% (as adjusted annually) of household income. For 2023, the adjusted affordability percentage is 9.12%. The final rule also adds a minimum value rule based on the benefits provided to the family members.

Impact of the Final Rule
Effective for 2023, more family members will likely be eligible for the PTC for coverage purchased through an Exchange. However, the final rule does not change the affordability rules for employees, which will continue to be based on the employee's required contribution for self-only coverage. Therefore, an employer's offer of coverage may be unaffordable for a family member even though it is affordable for the employee.

Also, this new guidance does not affect the ACA's "pay or play" penalties for applicable large employers (ALEs), as these penalties are triggered only when an employee receives a PTC, not a family member. According to the IRS, this new guidance also does not impact an employer's reporting requirements under Internal Revenue Code Sections 6055 and 6056.

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Highlights

- The final rule addresses eligibility for the premium tax credit, which is available for Exchange health coverage.
- The rule provides that affordability of employer-sponsored coverage for family members is determined based on the cost of family coverage.
- The final rule's changes apply to taxable years beginning after Dec. 31, 2022.

Effective for 2023, the affordability of employer-sponsored coverage for family members is determined based on the cost of family coverage.

Acentria PUBLIC RISK
A FOUNDATION RISK PARTNERS COMPANY

11. Resolve billing problems and claims disputes of employee.

We affirm that we will meet this requirement. We assist members with most, if not all, aspects of their insurance coverage, including ID cards, prior authorizations, claims and disputes. While there are some issues that must be handled directly by the member or provider, we will assist either of them the best we can with any issues they may have.

We will assign a dedicated, in-house, group of benefits/insurance professionals, BenefitsVIP, to answer questions and handle issues. Your BenefitsVIP team will become deeply entrenched in your benefits plans, which will enable them to answer specific questions during open enrollment. Within Employee Navigator, BenefitsVIP can provide guidance on moving employees through the decision support process. BenefitsVIP tracks every interaction we have with employees and all calls are recorded.

We work with the carriers and/or providers (HIPAA authorization form required) on behalf of the members to save them the time and the hassle of dealing with the carriers directly. We can use our direct contacts at the carriers, who know the group's benefits and are able to assist us with day-to-day member issues, as well as keep us updated in the processes when needed.

12. Design new programs or benefits. Upon the request of the City, the Agent shall provide expert assistance, and advice in the design of new benefits, and recommend new programs.

As the incumbent Agent, we have worked very closely with the City and its Administration team each year to evaluate the City's needs, budgets, and product availability. The benefits package currently in place was strategically reviewed and discussed with the City at the 2022 renewal. We will continue to bring the best options available to the table each year for review. As an example, we worked closely with your team to implement a new Wellness Program to promote better health decisions and help manage long-term claims costs.

13. Work with carriers to obtain and provide utilization reports as available; analyze plan and market trends.

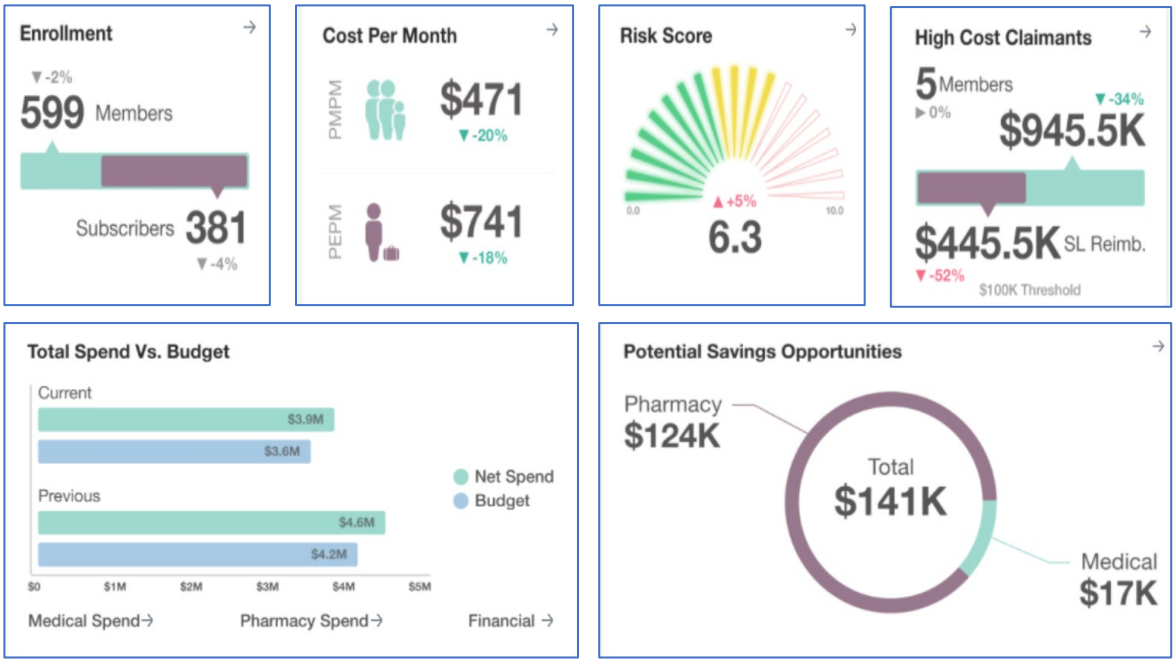
We affirm we will meet this requirement through our customized reporting capabilities. Our team will analyze current plan structure and design, historical, current, and projected costs, claims experience and utilization, contracts, etc. At the same time, we review employee-specific aspects, including contributions, communication material, and overall plan satisfaction.

Our analytics platform helps employers gain transparency within their data to identify quantifiable savings to hold their carriers and vendors accountable.

The platform offers layers of data-driven insights, including standard dashboards that quickly identify what driving costs are within your population and identify emerging trends.

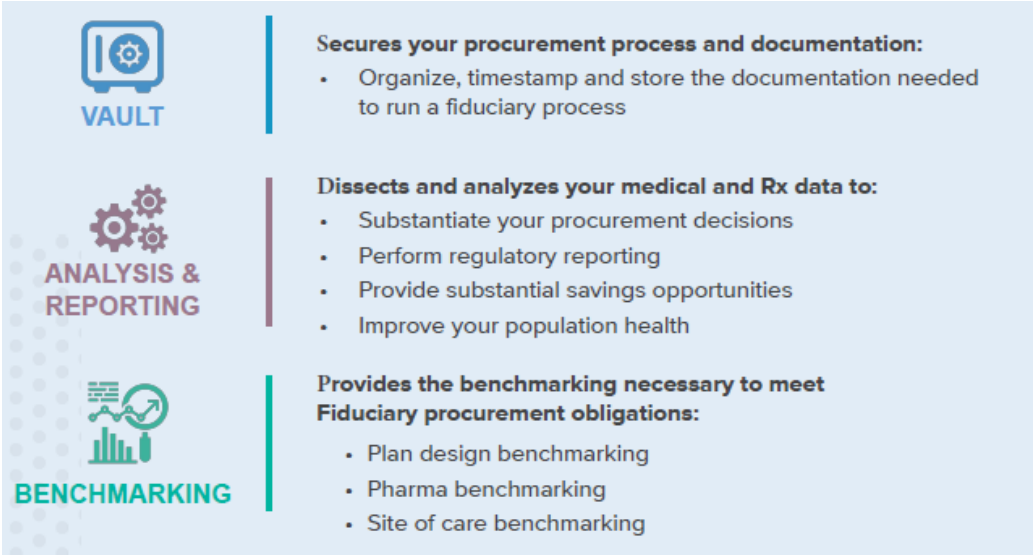
- Identify healthcare waste

- Quantify and target savings
- Set ROI performance guarantees with each vendor to obtain maximum value
- Measure the impact each solution implemented delivers
- Identify potential savings opportunities



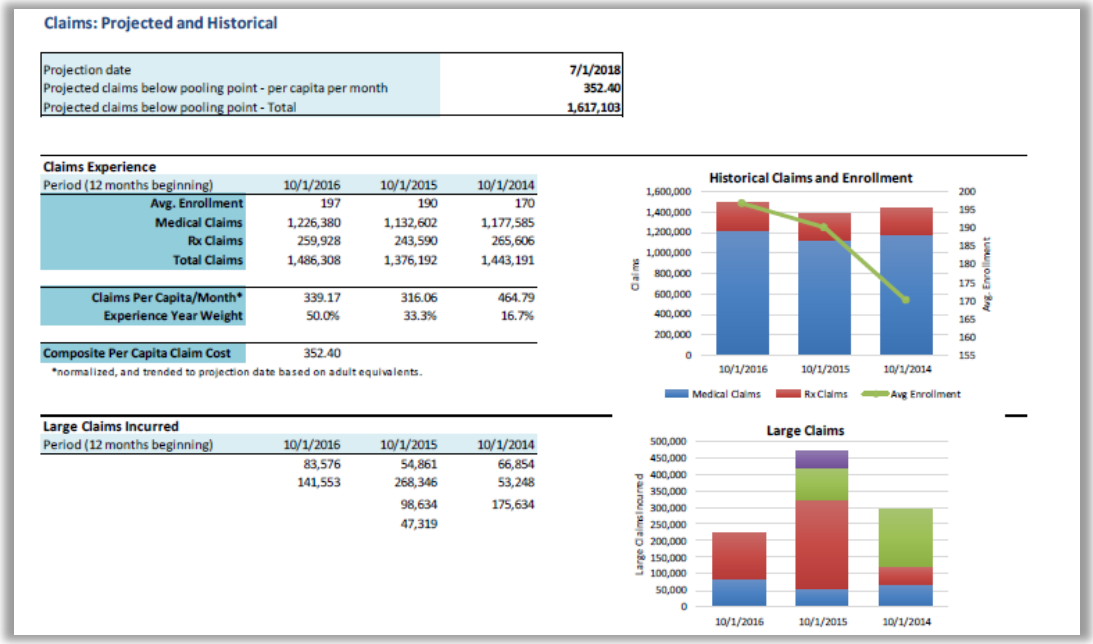
- This platform also provides the City with a means to meet your obligations as a fiduciary under the new CAA requirements.

- ***Financial Exposure****:* We review all claim/account data provided by carriers, including full analysis and validation of renewal developments (as applicable based on funding), claim projections, claim factors, loss ratios, and other contractual and budget-related exposures.



- ***Plan Utilization and Trend Analysis****:* We use carrier reporting packages as a starting point to develop a customized analysis that clearly illustrates key cost drivers, metrics and year-over-year trends. Our executive summaries, key observations and charts provide an efficient way for clients to understand the most relevant aspects of factors driving their costs, how the plan is performing and the emerging health risks within their plan participant population.
- ***Alternative Funding Analysis****:* Our consultants and underwriters are industry veterans with expertise in every funding arrangement available in the market, including Administrative Services Only (ASO), ASO with stop-loss, Third-Party Administrator (TPA) with stop-loss, participating contracts/shared returns, minimum premium, level funded, graded preferred, fully insured, trust arrangements and benefit captives. We evaluate a client's demographics, financial risk tolerance and claims experience against all available and viable alternatives in the market to determine the most suitable and favorable funding arrangement.
- ***Underwriting****:* In collaboration with our actuaries, our in-house underwriters are experienced in all aspects of health and welfare benefits and have the ability to develop and calculate pre-renewal projections; in-depth renewal analysis and competitive marketing; negotiations with carriers and stop-loss underwriters; ***claim lag analysis and IBNR calculations/annual reserve adjustments: equivalent rates; and claim factors.***
- ***Benchmarking****:* We assess your plan designs, identify trends, and monitor plan utilization patterns for opportunities to adjust plan design or consumer behavior. Each of these factors is measured against a national database so we can compare the City's factors against comparable municipalities.
- ***Project Plan Status****:* We ensure that Service Plan key initiatives are monitored and remain on track to planned deliverables.
- ***Vendor Performance:*** We evaluate service level guarantees, including claims payment turnaround, network discount guarantees, fixed-cost guarantees prescription rebate guarantees, and claims management guarantees.
- ***Stop Loss Analysis****:* We collect year-over-year data to review expected and aggregate loss ratios; renewal developments and policy year claim projections; a claim lag study, calculation, and appropriateness of IBNR reserves; development of equivalent rates; individual stop-loss analysis to determine historical loss ratio and appropriateness of pooling levels and costs; analysis of stop-loss contract including contract basis, reimbursement methodology, terminal liability provisions, terms, and pricing; and more to gain a detailed understanding of your loss history.
- **Annual Pharmacy Benefit Management:** We work with you to discuss pharmacy benefit management strategy/goal and attend and participate in the annual review with the PBM.
- **Quarterly Pharmacy Benefit Management:** On a quarterly basis, we monitor PBM vendor performance, review utilization/costs, and review PBM generated reports. Our team will provide guidance and recommendations based on the utilization. In reviewing the claims data, we may make recommendations for clinical interventions which provide significant savings to the plan. These interventions may include moving a patient to a lower cost medication.

- **Bi-Weekly/Monthly Pharmacy Benefit Management:** On a bi-weekly/monthly basis, we provide a high level of communication with regular meetings. We review the ongoing PBM issues log and comment on open items/action items. We review any plan design changes and discuss member impact and recommended communication plans. Our team continually provides pharmacy benefit industry updates, including legislative, new products, and more.
- **Ongoing PBM/Contract Management:** On an ongoing basis, we support pharmacy benefit related questions and resolution of complex pharmacy issues. Our team will support ongoing PBM contract review, enhancements, negotiations, and evaluate vendor programs to control costs.
- **Industry leading clinical interventions:** Our clinical team provides solutions that reduce costs and improve outcomes which enable plans to remain successful and sustainable. Our clinical interventions utilize an extraordinary depth of clinical pharmacy expertise and professionalism to work effectively with all key components of patient care to achieve remarkable outcomes – clinically effective, member-centered with significant plan savings. Our strategies favor clinically useful drugs over financially driven brands resulting in truly the lowest net cost for plans. Improved value overall, bringing transparency forward, and reducing costs.
- **Claim re-pricing strategies:** Most PPO networks do not protect self-funded employees from out-of-network claims. With our approach, we generate an additional **25% savings** on these claims. This is accomplished without benefit design changes, it's equal to or better than collective bargaining agreements, and employees are held harmless.
- **Claros Analytics** uses real-time and historical data that will help the City to make crucial funding decisions. The program articulates how your healthcare plan design, member demographics, claims experience, and utilization will impact premium rates by using the City's profile and claims data to credibly project the future. This high-quality analysis allows our evaluation and recommendation proposals to be presented and communicate the information in a clear and concise manner.



Claims: Projected and Historical

Projection date	7/1/2018
Projected claims below pooling point - per capita per month	352.40
Projected claims below pooling point - Total	1,617,103

Claims Experience

Period (12 months beginning)	10/1/2016	10/1/2015	10/1/2014
Avg. Enrollment	197	190	170
Medical Claims	1,226,380	1,132,602	1,177,585
Rx Claims	259,928	243,590	265,606
Total Claims	1,486,308	1,376,192	1,443,191
Claims Per Capita/Month*	339.17	316.06	464.79
Experience Year Weight	50.0%	33.3%	16.7%
Composite Per Capita Claim Cost	352.40		

*normalized, and trended to projection date based on adult equivalents.

Large Claims Incurred

Period (12 months beginning)	10/1/2016	10/1/2015	10/1/2014
	83,576	54,861	66,854
	141,553	268,346	53,248
		98,634	175,634
		47,319	

14. Other services as mutually agreed upon.

We understand that each of our clients, along with an ever-evolving benefits landscape, requires us to be a nimble and adaptable partner with each client we serve. We take pride in being a well-capitalized national brokerage with robust capability, without losing sight of our most important attribute, people that take care of people.

We affirm we will support the City as needed as a strategic partner based on current and future needs. Acentria Public Risk is pushing the boundaries of insurance excellence. We utilize our office locations to provide local services and our firm's national presence for resources to our public entity clients. We are comprised of industry leaders who redefine what clients should expect from their insurance consultants. We have identified leading platforms and services within the Employee Benefits, Commercial, Personal, and Risk Management space. Our strength is rooted in the expertise of our selected partners, their innovative approach, and the ability to serve our clients with these pooled resources.

Our centralized agency management system, and ability to perform our services 100% remotely prove our ability to create redundancy within our team and to have the resources to take care of our clients. We will continue to add services and additional capabilities to drive value and results for our clients. Our national resources allow us to bring whatever necessary to service the City.

Acentria Public Risk offers increasing levels of communications support services. These levels include both standard and optional services to help design the appropriate plan for your organization. Our firm offers the highest level of choice and flexibility through tailored education and enrollment materials that leverage company-specific brand standards.

Employee Advocacy:
Through personal and ongoing contact with the City and your employees, our in-house advocacy unit (BenefitsVIP) will identify, track and report benefit inquiries, activities, and issues. We compile this information in a BenefitsVIP Analysis Report, which provides valuable data on emerging service trends, benchmarking, HR/employee usage, productivity savings calculations, and average resolution time. BenefitsVIP advocates stay involved in a claims issue from the first call from an employee through the resolution of the case. As they interact with your employees, they will collect data on these interactions, which are then utilized by Account Management and our benefits consultants to fine-tune benefit programs. An example: if multiple employees report that they don't understand how to use a specific aspect of their plans, this may indicate a need for a targeted education campaign.

The call monitoring system, call tracking and resolution procedures used by your firm.
The team leader is responsible for daily review of open cases. An automated system notifies team leads and the BenefitsVIP director if a case is open longer than expected using type of case as the determining factor. BenefitsVIP representatives handle their case communication whether requesting additional information or providing resolution.

Unlike typical call centers that are measured by average handle times (which translates into moving the employee off the phone call as quickly as possible) the measurement of the BenefitsVIP support center's success is the employee's peace of mind. One of the many attributes of BenefitsVIP is its ability to increase employee satisfaction with their benefits plans. Rather than our advocates being

measured by average handle time, they are measured on the timeliness of resolutions, the percentage of resolutions we were able to provide on the first call, along with the percentage of resolutions provided within 24 hours.

Our company-wide average is 91% of calls are resolved within 24 hours with 80% being resolved on the first contact we have with an employee. As an extension of our clients HR team, this ensures a positive and best in class level of support when we interact with our clients' employees.

How is employee satisfaction assessed?

We monitor BenefitsVIP via our quality assurance program to ensure that our advocates are providing good service and accurate information. We can also design a custom survey for your BenefitsVIP team to use to determine satisfaction among your plan participants.

BenefitsVIP
Help starts here.

BenefitsVIP is NOT a Call Center…but rather a **one stop** first-party administrative and advocacy support team providing response and resolution for employees and their dependents.

Your BenefitsVIP team is an extension of your organization and available to employees/dependents in a variety of ways, making it a simple and seamless engagement. **Our team handles ALL your benefits with 1 number to call, no matter the carrier.**

Phone (Vanity Line)
Offered so that your advocacy team is identified in a branded way consistent with other services

Email
Inquiries activated from multiple points available to co-workers such as websites and portals

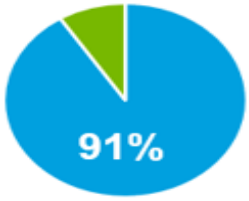
Fax
Inquiries can be sent via a dedicated line to your BenefitsVIP team

Key Responsibilities

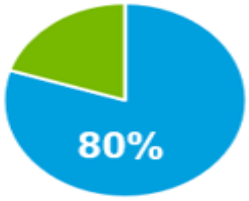
- Respond to Inquiries/Resolve Claims
- Plan Utilization & Trend Reporting
- Research Care Providers/Facilities
- Precertification for procedures/Rx
- Healthcare Coaching
- Verify Dependent Status
- Enrollment Support

Operational Points

- Average 22 Years Industry Experience
- Direct Access to Carriers, Providers & Tools
- Flexible Access to Advocates
- Multi-Lingual
- National Time Zone Coverage
- Counseling Approach



Percent of issues resolved within 24 hours.



Percent of issues resolved in first call.

Average number of seconds to answer call.

BenefitsVIP
Help starts here.

Reporting Examples

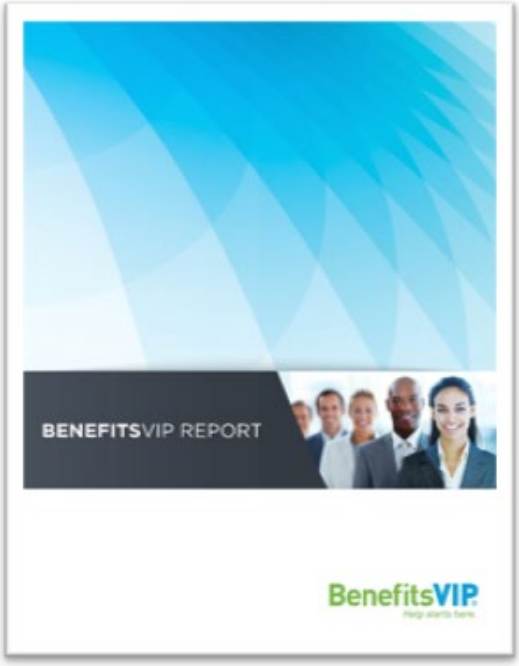
BenefitsVIP utilizes people and advanced technology to **identify**, **track,** and **report** issues and member actions/behaviors/satisfaction on an ongoing basis. This allows the customer service and experience of your employees to be **measured** and in cases, shows us where to improve. **Lastly, the reports serve as stewardship reports for audits/compliance with our scope of services.**

Reports identify:

- Detailed Utilization Information
- Emerging Service Trends
- Average Resolution Time
- HR/Employee Usage
- Productivity Savings Calculations
- Opportunities (e.g. Employee Education)

Upon closing all cases, we can survey co-workers regarding their satisfaction with:

- The outcome of the case
- How BenefitsVIP managed the case



**BenefitsVIP team members are employees of Foundation Risk Partners, located in the US, with avg experience of 20 years.*

Test Client

January 2023 through December 2023

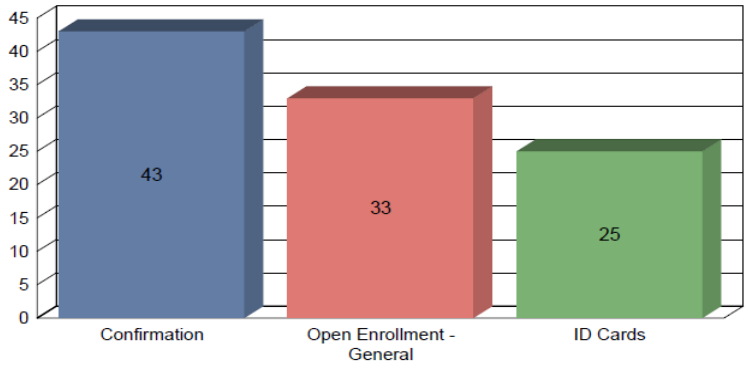
BenefitsVIP
Help starts here.

Executive Summary

Below is a quick snapshot of the total case review and top three service types for this reporting period.

Total Case Review

Total number of employees	2,650
Total cases	282
Average resolution time (in days)	0.87
Employer hours saved	36.32
Employee hours saved	333.43
Total Hours saved	369.75



Test Client

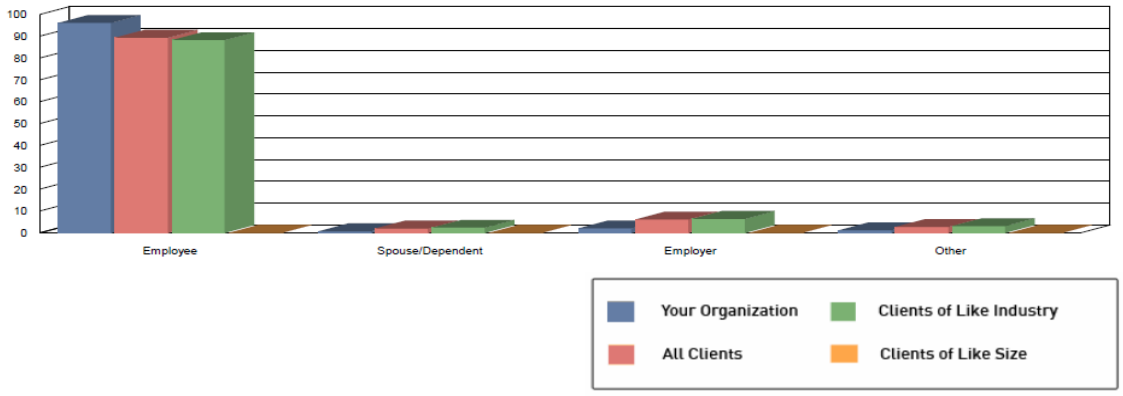
January 2023 through December 2023

BenefitsVIP
Help starts here.

Who's asking?

Listed below are who contacts your BenefitsVIP® team compared to all Corporate Synergies clients, clients of like industry and clients of like size.

Inquirer	Number of Cases	Your Organization	All Clients	Clients Of Like Industry	Clients Of Like Size
Employee	271	96.1%	89.3%	88.2%	0.0%
Spouse/Dependent	2	0.7%	2.0%	2.4%	0.0%
Employer	6	2.1%	6.1%	6.4%	0.0%
Other	3	1.2%	2.7%	3.1%	0.0%
Total:	282				



Test Client

January 2023 through December 2023

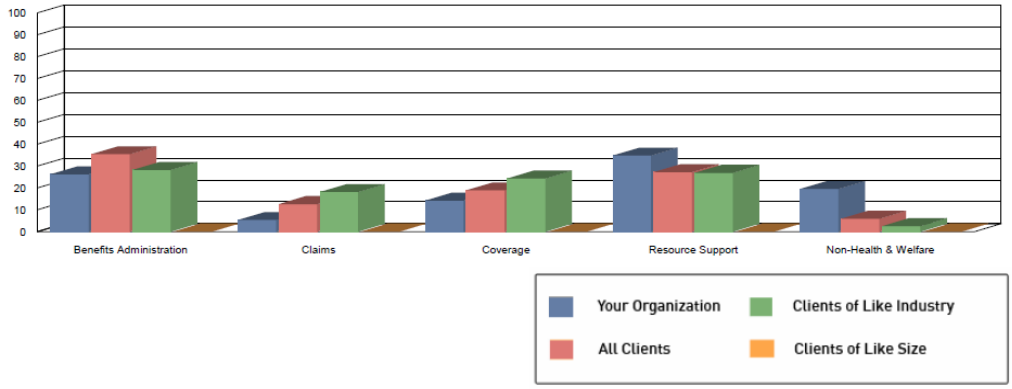
BenefitsVIP Help starts here.

For what are we being contacted?

The data below reflects the types of cases being handled for your organization compared to all Corporate Synergies clients, clients of like industry and clients of like size.

Case Type	Number Of Cases	Your Organization	All Clients	Clients Of Like Industry	Clients Of Like Size
Benefits Administration	74	26.2%	35.4%	28.2%	0.0%
Claims	15	5.3%	12.6%	18.1%	0.0%
Coverage	40	14.2%	18.9%	24.3%	0.0%
Resource Support	98	34.8%	27.2%	26.9%	0.0%
Non-Health & Welfare	55	19.5%	5.9%	2.5%	0.0%

Total: 282



Test Client

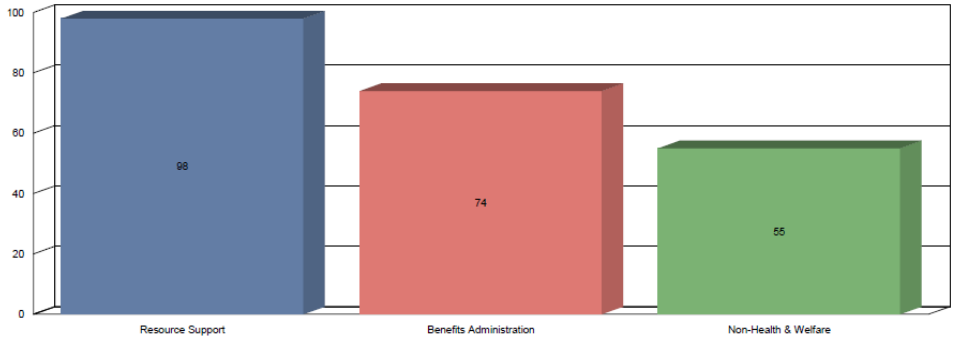
January 2023 through December 2023

BenefitsVIP Help starts here.

Pareto Analysis:

Also referred to as the 80/20 ratio or the Pareto Principle which states that 80% of the volume (cases) comes from 20% of the causes. A Pareto Analysis helps us to quickly identify the "vital few" that we should focus on, as opposed to the "interesting many."

Case Task	Number Of Cases	Pareto
Resource Support	98	35.0%
Benefits Administration	74	61.0%
Non-Health & Welfare	55	80.0%



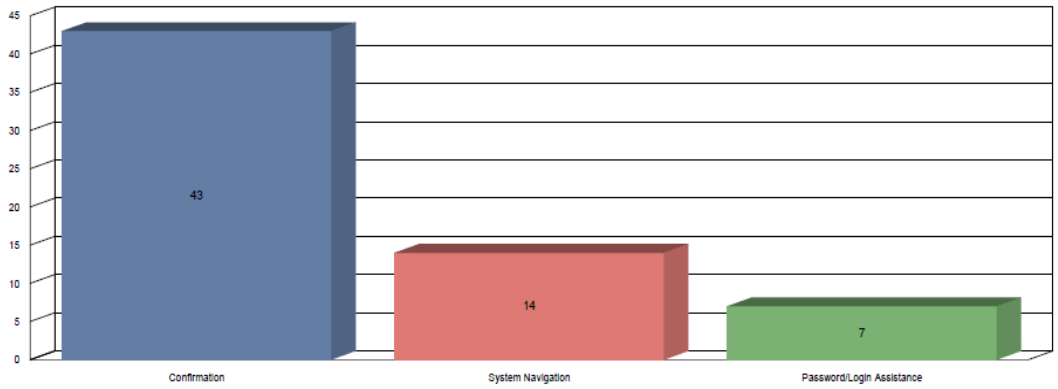
Test Client

January 2023 through December 2023

BenefitsVIP Help starts here.

Benefits Administration

Service Type	Number Of Cases	Pareto
Confirmation	43	58.0%
System Navigation	14	77.0%
Password/Login Assistance	7	86.0%



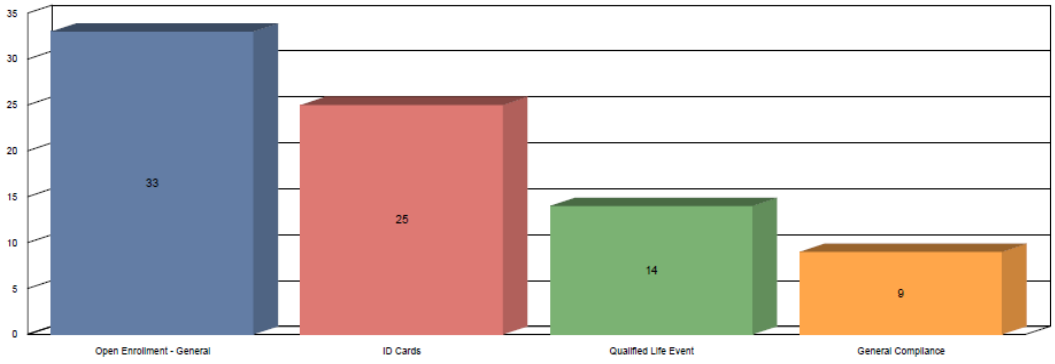
Test Client

January 2023 through December 2023

BenefitsVIP Help starts here.

Resource Support

Service Type	Number Of Cases	Pareto
Open Enrollment - General	33	34.0%
ID Cards	25	59.0%
Qualified Life Event	14	73.0%
General Compliance	9	83.0%



Test Client

January 2023 through December 2023

BenefitsVIP
Help starts here.

Non-Health & Welfare

Service Type	Number Of Cases	Pareto
Leave of Absence	19	35.0%
Employment Verifications	9	51.0%
Retirement Plans	8	65.0%
Payroll Department	8	80.0%

Test Client

January 2023 through December 2023

BenefitsVIP
Help starts here.

Coverage

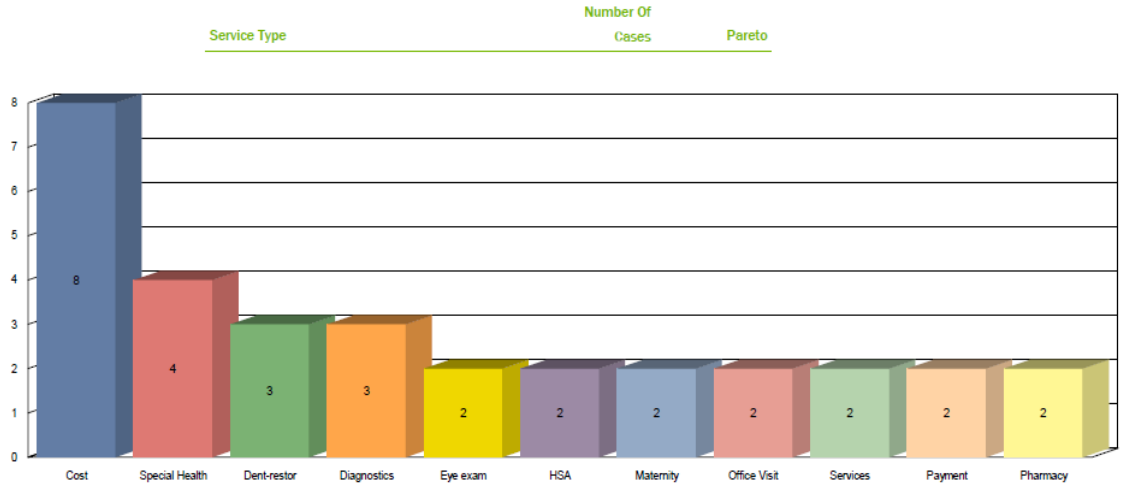
Service Type	Number Of Cases	Pareto
Cost	8	20.0%
Special Health	4	30.0%
Dent-restor	3	38.0%
Diagnostics	3	45.0%
Eye exam	2	50.0%
HSA	2	55.0%
Maternity	2	60.0%
Office Visit	2	65.0%
Services	2	70.0%
Payment	2	75.0%
Pharmacy	2	80.0%

Test Client

January 2023 through December 2023

BenefitsVIP Help starts here.

Coverage



Test Client

January 2023 through December 2023

BenefitsVIP Help starts here.

Date Opened	Task	Origin	Carrier	Coverage	Case Type	Service Type	Date Closed
01/03/2023	Inquiry	Employee	Aetna Inc	Medical	Resource Support	ID Cards	01/03/2023
01/03/2023	Inquiry	Employee	Aetna Inc	Dental	Resource Support	Portal Assistance	01/03/2023
01/03/2023	Inquiry	Employee		No Associated Coverage	Non-Health & Welfare	Leave of Absence	01/03/2023
01/03/2023	Inquiry	Employee	Aetna Inc	Medical	Benefits Administration	Data Correction	01/03/2023
01/03/2023	Inquiry	Employee		No Associated Coverage	Non-Health & Welfare	Payroll Department	01/03/2023
01/04/2023	Inquiry	Employee	Aetna Inc	Medical	Resource Support	ID Cards	01/04/2023
01/04/2023	Inquiry	Employee	Aetna Inc	Medical	Coverage	Special Health	01/04/2023
01/09/2023	Inquiry	Employee	Aetna Inc	Vision	Benefits Administration	Confirmation	01/09/2023
01/10/2023	Inquiry	Employee		No Associated Coverage	Non-Health & Welfare	PTO	01/10/2023
01/10/2023	Activity	Employee		No Associated Coverage	Resource Support	Provider Search	01/10/2023
01/10/2023	Inquiry	Employee		No Associated Coverage	Non-Health & Welfare	Leave of Absence	01/10/2023
01/11/2023	Activity	Employee		No Associated Coverage	Resource Support	General Compliance	01/11/2023
01/11/2023	Inquiry	Employee		No Associated Coverage	Resource Support	Open Enrollment - General	01/11/2023
01/12/2023	Inquiry	Carrier	Aetna Inc	Dental	Coverage	Restorative Services	01/12/2023
01/12/2023	Inquiry	Employee		No Associated Coverage	Resource Support	Qualified Life Event	01/12/2023
01/13/2023	Issue	Employee	New York Life Insurance Company	STD	Claims	Payment	01/20/2023
01/17/2023	Inquiry	Employee		System Administration	Benefits Administration	System Navigation	01/17/2023
01/17/2023	Inquiry	Employee		No Associated Coverage	Resource Support	General Compliance	01/17/2023
01/18/2023	Inquiry	Employee		No Associated Coverage	Non-Health & Welfare	Payroll Department	01/18/2023
01/18/2023	Issue	Employee	Aetna Inc	Medical	Coverage	Diagnostics	01/18/2023
01/18/2023	Inquiry	Employee		System Administration	Benefits Administration	Confirmation	01/18/2023
01/18/2023	Inquiry	Employee		System Administration	Benefits Administration	Confirmation	01/18/2023
01/18/2023	Inquiry	Employee	Aetna Inc	HSA.HRA	Coverage	HSA	01/18/2023

NurseVIP℠

Clinical Support Services

Additional Fee applies for our NurseVIP service.

We provide concierge-level clinical advocacy services for employees and their dependents. Patients who face the emotional and financial impact of an unplanned surgery or unexpected diagnosis may not know they have care options or may hesitate to question the provider's opinion.

To answer this need, Acentria Public Risk has integrated an optional registered nurse advocacy within our internal BenefitsVIP service and support center. NurseVIP advocates provide compassionate support and guide participants to understand their options when facing an unplanned surgery, unexpected diagnosis or decisions regarding rehabilitation or long-term care.

Our NurseVIP advocates interact with doctors, hospitals, insurance companies, nursing homes, equipment suppliers, community services—anyone and everyone involved in care for an illness or injury. They answer questions and provide the personal support participants need to receive optimal care and derive the best possible value from your employee benefits plan.

NurseVIP is comprised of registered nurses who help sick or injured employees navigate the confusing maze of tests, medical opinions, unfamiliar terms, treatment options and other healthcare concerns.

- Handle medical appeals
- Review recommended procedures
- Assist in scheduling appointments
- Coordinate 2nd or 3rd opinions
- Ensure medical information is sent prior to an appointment
- Find the lowest cost for prescriptions/ devices not covered under benefits
- Negotiate out-of-pocket costs with providers
- Help promote company well-being programs

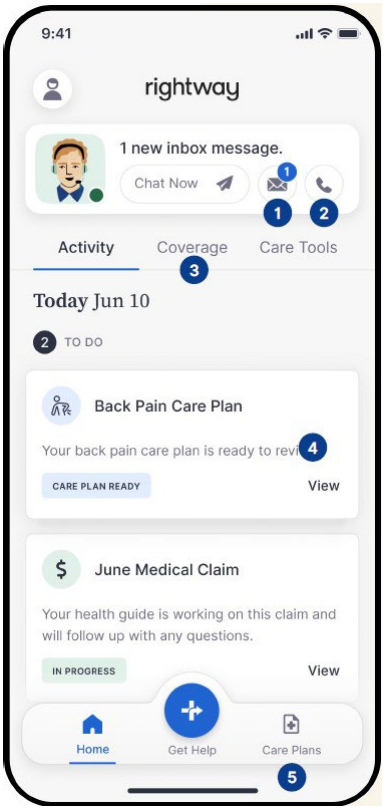
BenefitsVIP Mobile*
Help starts here.

BenefitsVIP Mobile App
Additional Fee applies for our MobileVIP service.

The BenefitsVIP mobile app is powered by Rightway which offers a robust feature set and several enhancements over their competitors. In addition to accessing their plan information, your employees will be able to get plan-specific cost estimations for office visits, procedures and prescriptions through a Care Navigator and receive assistance with medical bills and disputes.

Rightway's features include:

- Desktop & Mobile App Versions
- Live Chat
- 24/7 Care Triage
- Options for high-quality, in-network doctors and appointment scheduling.
- Call BenefitsVIP: One click to call their dedicated BenefitsVIP team.
- Your Benefits: Copay, deductibles, coinsurance, and other plan information.
- Company Plans: List of all carriers and vendors with group numbers and websites.
- Employee Benefits Guide: Seamless year-round access to employee benefits guide.
- Your ID Card: Take a photo of insurance ID cards and send them to a doctor.
- Rx Pricing: Search locally for best prescription prices through GoodRx.
- Find a Doctor/Dentist/Optician: Link to provider searches.
- Geofencing: Instant alerts to use telemedicine, if applicable, when an ER or Urgent Care is visited.



- Emergency Services: Store emergency contact information and medical history in one place.
- Find Price: Find out the average cost of various medical procedures.
- Healthcare 101: Definitions of commonly used medical and insurance terms.
- Medical Research: A symptom checker from the world-renowned Mayo Clinic.

BenefitsVIP Mobile
Powered by Rightway

- Access your ID Card & Benefits Guide
- Call a Concierge
- Telemedicine Alerts
- Call your Carriers
- Talk to a Doctor
- Prescription Discounts
- Find a Provider
- Emergency Contacts
- Visit Costs
- Symptom Checker
- Answers to Common Benefit Questions

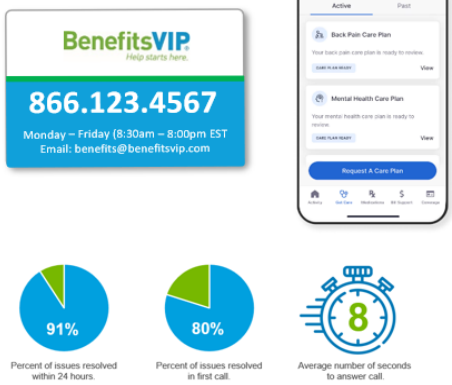
Optimizing HR & Member Experience

Current Member Experience

Benefits Contact Information

Contact	Phone	Website
Aetna Resources for Living	800-272-7252	resourcesforliving.com Login: PCS Password: PCS
Avesis Vision	800-828-9341	avesis.com
Benefitplace	877-336-8082 (login support only)	secure3-enroll.com/go/
Blue Cross Blue Shield	855-630-6824	FLExploreMyPlan.com
Delta Dental	800-521-2651	deltadentalins.com
Florida Retirement System (FRS)	866-446-9377	myFRS.com
Health & Wellness Center		
Health & Wellness Center–Wellness Staff		
TASC–FSA & COBRA	800-422-4661	tasconline.com
The Standard Life Insurance Short-Term Disability Long-Term Disability	 800-628-8600 800-368-2859 800-368-1135	standard.com
Risk Management & Benefits Department		benefits/

Acentria's Member Experience



LIBERTY

The Liberty Company Insurance Brokers, LLC

Response to Request for Proposal

RFP 26-04-HR

City of Destin

Delivered June 26, 2026

The Liberty Company Insurance Brokers, LLC CA License 4067979653
Local: 36068 Emerald Coast Parkway Destin FL 32541
Corporate: 6200 B W Newberry Road Gainesville FL 32607

Brad Cobble VP Producer
954-345-4933

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LETTER OF TRANSMITTAL

June 26, 2026

Ms. Lisa Wallace, City Clerk City of Destin 4200 Indian Bayou Trail Destin, Florida 32541

Re: RFP 26-04-HR — Insurance Agent-Broker of Record for Group Health, Dental, Vision, Life and Disability

Dear Ms. Wallace:

The Liberty Company Insurance Brokers, LLC is pleased to submit the enclosed proposal in response to the City of Destin's Request for Proposal 26-04-HR for Insurance Agent-Broker of Record services covering the City's medical, dental, vision, life, and disability employee benefits. We have reviewed the RFP in its entirety, including the Scope of Services in Appendix B, and we believe our proposal responds fully to its requirements.

The Liberty Company Insurance Brokers, LLC is a Florida-licensed insurance agency with years of experience serving clients. We understand the City's need for a proactive agent-broker who can negotiate and place renewal coverages ahead of the August 31, 2026 expiration, conduct the 2026 open enrollment, and serve as a year-round resource to City staff and employees. What we lack in current clients, we make up for in our back office strength and experience and local desire to keep our clients happy.

In submitting this proposal, The Liberty Company Insurance Brokers confirms that it:

- Holds all licenses required to perform the services and will maintain them throughout the term;
- Is HIPAA compliant and trains its employees on those requirements;
- Has not been convicted of a public entity crime; and
- Holds the terms of this proposal firm for ninety (90) days from the proposal opening date.

The individual authorized to represent The Liberty Company Insurance Brokers, LLC and bind the firm with respect to this proposal is Brad Cobble, VP Producer, who may be reached at (954) 345-4933 or Brad.Cobble@libertycompany.com.

We appreciate the opportunity to be considered and welcome the chance to present to the City Council. Thank you for your consideration.

Respectfully submitted,

MANDATORY PROPOSER REQUIREMENTS

1. We are willing and able to place business with all the City's existing providers (insurance carriers) as outlined in Appendix A. We understand the City does not intend to maintain its current carriers but would do so if considered advantageous to the City. We are also able to place coverage in the health, dental, vision, life, and disability lines with other carriers actively operating in the City's market that maintain viable preferred provider organization (PPO) networks for health, dental, and vision.

2. A copy of our current State of Florida Insurance License is affixed to this Response.

3. We and all staff assigned to the City's account possess all licenses and permits required to perform the services of this Agreement and will keep them in force throughout the term of the engagement.

4. Neither our firm nor any key staff has been convicted of a Public Entity Crime. The notarized statement required by Appendix F has been completed and will be signed in the presence of a notary public and submitted with this Response.

5. We are HIPAA compliant. Our agency and benefits department personnel are trained on the requirements of HIPAA, including the safeguarding of protected health information (PHI) and personally identifiable information (PII).

6. Our team has extensive working experience with the Patient Protection and Affordable Care Act (PPACA), the Affordable Care Act (ACA), and ongoing health care reform. We routinely advise employer clients on applicable requirements, including employer shared-responsibility provisions, plan design and affordability standards, and related reporting obligations (e.g., IRS Forms 1094-C/1095-C). Our staff maintain current knowledge of legislative and regulatory development through continuing education and carrier and industry resources.

7. A sample of our proposed contract for the firm's services is attached to this Response. The proposed contract integrates the general terms and conditions provided in this RFP, contains no "evergreen" or automatic renewal clauses, and includes City indemnification and insurance coverage clauses for general, employers' and professional liability, workers' compensation, and automobile coverage.

PROPOSAL CONTENT AND EVALUATION CRITERIA

PROPOSAL CONTENT & EVALUATION CRITERIA

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

The Liberty Company Insurance Brokers is a full-service insurance brokerage and consulting firm **in the market since 1987** and has grown consistently by attracting talented, entrepreneurial individuals into an energetic and collaborative culture. We currently employ approximately 1,000 professionals, including licensed brokers, benefits consultants, account managers, and compliance specialists.

With national headquarters in Gainesville, Florida, our firm has grown to serve over 1,600 benefits clients nationwide including Florida and the Southeast, including school districts, municipalities, counties, and other governmental entities.

In the Florida Panhandle, our firm has maintained an active presence for 14 years, serving public sector clients with similar size, workforce composition, and benefit program complexity as the City of Destin. This regional experience provides us with insight into local healthcare networks, carrier performance, and market dynamics specific to North Florida.

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

Our firm maintains *over 160 active employee benefits appointments* and strong working relationships with leading national and regional insurance carriers. We access and place coverage across all lines specified in this RFP, including but not limited to:

Medical	Dental & Vision	Life & Disability	Worksite Benefits
Aetna	Delta Dental	Mutual of Omaha	Allstate
Angle Health	Guardian	Lincoln Financial	Aflac
Cigna	Humana	Principal	Colonial
Florida Blue (BCBS)	MetLife	The Standard	
UnitedHealthcare	VSP	Unum	

We routinely evaluate both **fully insured and alternative funding arrangements** (level-funded, self-funded with stop-loss) to align with client financial strategies.

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

Our firm maintains extensive ERISA counsel expertise and resources to support compliance and plan administration requirements including:

- **COBRA Administration & Oversight** – vendor coordination
- **HIPAA** – privacy, security, and breach response guidance
- **Section 125 / Cafeteria Plans** – vendor coordination and assistance with plan document creation, nondiscrimination testing, and ongoing compliance
- **High Deductible Health Plans (HDHP) & HSAs** – IRS compliance, plan design, and education
- **Affordable Care Act (ACA)** – employer mandate compliance, reporting guidance (Forms 1094/1095) and eligibility tracking
- **Form 5500 & Summary Annual Report** – prepare and file annually
- **Legislative alerts –** federal and state level

PROPOSAL CONTENT & EVALUATION CRITERIA

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

We provide access to legal and compliance support through a combination of:

- Third-party ERISA and employe benefits counsel
- Carrier-provided legal resources

These resources assist with:

- Regulatory interpretation and guidance
- Audit preparation and response
- Legislative updated impacting employee benefits

This layered approach ensures the City has access to accurate, timely, and practice legal guidance.

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

The Liberty Company Insurance Brokers maintains a stable organizational structure with no anticipated mergers, acquisitions, or restructuring that would impact service delivery.

Should any future changes occur, we maintain contingency planning protocols to ensure

- Continuity of service personnel
- Preservation of institutional client knowledge
- No disruption to daily service or strategic initiatives

Our commitment is to provide consistent, uninterrupted service regardless of internal changes.

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

We utilize defined performance metrics and service standards and practices to ensure consistent, high-quality delivery including:

- **Client Retention Rate** – consistently about 95%
- **Response Time Standards -** same day responses
- **Renewal Performance** – renewals delivered on time with multiple negotiated market options

In addition, we conduct quarterly or semi-annual stewardship meetings with clients to review (as applicable):

- Claims and utilization data
- Cost trends and projections
- Strategic recommendations and action plans

PROPOSAL CONTENT & EVALUATION CRITERIA

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

The City of Destin's account is consistent in size and complexity with many of our clients. We routinely serve organizations with:

- Employee populations ranging from 50-500 employees
- Multi-line benefits programs including medical, dental, vision, life and disability, and voluntary worksite benefits
- Budget-driven decision environment requiring transparency and accountability

Because of this alignment, the City would benefit from proven strategies already implement in benefits programs, benchmarking data from comparable organizations, and a strong service model.

Our firm combines regional expertise in the Florida Panhandle with deep technical knowledge, strong carrier relationships, and a disciplined service model. We are well-positioned to deliver high-quality, compliant, and cost-effective employee benefits solutions tailored to the City of Destin.

PROPOSAL CONTENT & EVALUATION CRITERIA

a. Description of individual's educational/training background and certifications.

Brad Cobble

Vice President, Producer / Lead Benefits Consultant

- Bachelor of Science in Business Administration, Kansas University
- Florida 2-15 Health & Life (Including Variable Annuity) License

b. Description of individual's work experience. Also, indicate length of time with your firm and in their current position.

Brad Cobble is an employee benefits professional with over 20 years of experience serving employer groups and public sector entities throughout Destin and the Florida Panhandle. He served for seven years with UnitedHealthcare as a mid- to large-group sales representative, where his responsibilities included strategic plan design, pricing, and account management. During this time, he successfully sold and implemented the Okaloosa County School District in 2013, which at the time was the largest public sector account for UnitedHealthcare in the Southeast, and subsequently managed the account through five annual renewal cycles. Mr. Cobble also has 13 years of experience as an independent advisor, focusing on small group, individual, and Medicare markets, providing a comprehensive understanding of a wide range of benefit structures and funding arrangements. His combined carrier and brokerage experience, along with his knowledge of the local market, enables him to deliver cost-effective, compliant, and sustainable employee benefits strategies that support long-term program performance and align with client objectives.

c. Description of Account Executive's personal knowledge of insurance markets, specifically for health, dental, vision, life and disability for Florida local governments.

Courtni Karshagen (Account Executive) and **Erica Johnson**'s (Account Manager) knowledge of marketing and servicing comprehensive employee benefits programs in Florida has become strong over the last five years. They have a deep technical knowledge across all benefit lines. They work collaboratively on each Floridian client building their depth of knowledge with each opportunity. This includes answering day-to-day questions about claims, billing, how to find contracted in-network providers, and how the plans work as well as managing employee enrollments, changes, and terminations in concert with the client.

The service model is designed for responsiveness, compliance, and measurable outcomes.

PROPOSAL CONTENT & EVALUATION CRITERIA

Understanding and approach - A written statement explaining the firms approach to assisting local governments, or other clients, to maximize benefits for employees while minimizing the financial impact of skyrocketing health, dental, and all other lines covered in the RFP.

Cite specific examples from your experience. Cite any innovative concepts your firm has employed.

Describe your experience and relationship with the City's existing health, dental and other insurance carriers as listed in Appendix A, City Background Information.

We understand that the City of Destin must balance two critical and often competing priorities: providing a comprehensive, competitive benefits program that supports recruitment and retention, while maintaining fiscal discipline in the face of continued cost escalation across health, dental, and ancillary lines.

Our approach helps the City of Destin deliver a competitive employee benefits program while controlling cost across its health, dental, and ancillary lines. We start with a detailed review of claims data, utilization, and cost drivers, benchmark the City's plans against comparable Florida municipalities, and build multi-year forecasts to guide decisions - then act on smart plan design and alternative funding rather than shifting cost onto employees. The results are measurable: for a similarly sized Florida municipality where under 5% of members drove 62% of claims spend, targeted plan-design changes and clinical management cut projected spend by more than 11% in the first renewal cycle; for another public-sector client, stronger engagement in preventive care and telehealth reduced ER utilization and lowered overall claims trend 7% year-over-year. Innovative concepts we have implemented for public entities include level-funded and partially self-funded programs with stop-loss protection, pharmacy carve-out and pass-through models, direct primary care, and Centers of Excellence for high-cost procedures - each pursued through a disciplined, transparent marketing process that treats every renewal as a competitive event rather than an automatic extension.

We bring established relationships with the regional and national carriers serving the City, including the City's incumbent carriers identified in Appendix A- **UnitedHealthcare** for medical (including the HDHP/HSA option), dental, vision, hospital indemnity, and COBRA administration, and **Allstate** for disability and life. Our UnitedHealthcare relationship is among our largest (more than 300 accounts agency-wide, roughly 20% of our book of business, including 29 groups in Florida) and we place disability and life through Allstate, where we maintain 16 accounts. We are positioned to write each of these lines directly and, because we are not tied to any single carrier, to move coverage to alternative carriers when their plan designs or rates deliver better value for the City - the same discipline that keeps our Allstate volume intentionally selective. That experience spans direct negotiation with carrier underwriting teams to secure favorable renewals, resolution of service and claims issues through dedicated escalation contacts, and implementation and transition management that minimizes disruption to employees. Because of our volume and longstanding partnerships, we are frequently able to obtain concessions beyond standard renewal processes, accelerate underwriting turnaround, and secure enhanced reporting and service commitments on the City's behalf.

PROPOSAL CONTENT & EVALUATION CRITERIA

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

The lead consultant is located in Destin, Florida. Brad Cobble based in Destin, resides in Indian Bayou subdivision is an employee benefits professional with over 20 years of experience serving the large, mid and small groups in the panhandle of Florida. Seven years experience with United Health Care as Mid and Large group representative, where at the time responsibilities included strategic plan design, pricing, sales and account management. Brad's proudest accomplishment was selling and implementing Okaloosa county School district group health, at the time was the largest public sector fulling insured group in the Southeast US. He has 13 years of independent advisor, focusing on small group and Individual and Medicare markets providing comprehensive understanding of benefit structures. His passion is building rapport with all clients down to employee level in group and one on one meetings.

a. Number of accounts for which the Account Executive is responsible in the panhandle

The Account Executive is responsible for 186 accounts with a team of 4 with renewals spread throughout the year; 56 clients are in Florida (with two in Taylor County just east of the Leon/Jefferson line) however none are in the panhandle.

Because service is tiered by headcount and revenue, 117 of these are low-tier accounts requiring minimal service. With renewals distributed throughout the year, this equates to approximately 69 substantive accounts — roughly five groups per month.

b. Steps the Account Executive will take to assure that proper attention will be given to the City's account as your book of business grows.

As the book of business grows, service levels are protected by our tiered operating model, which aligns service intensity with revenue, compliance exposure, internal resource allocation, and producer economics. All benefits business is service-tiered by the EVP, Benefits & Corporate Operations, based on revenue; tiers apply to both sales and service and are reassessed at each renewal, with higher tiers receiving additional value-added services. The City's account is further supported by a dedicated team - Courtni as Account Executive and Erica as Account Manager, backed by an assistant account manager and an administrative assistant - allowing responsibilities to be diversified and ensuring consistent attention as the relationship expands.

PROPOSAL CONTENT & EVALUATION CRITERIA

References – **Provide three (3) client references including client name, contact personnel, address, phone number, email, and length of time you have provided agent-broker services.** (Include references for services provided for health, dental, vision life and disability.)

Client 1 Destin Water Users

Contact: Monica Wallis

Address :PO Box 308 Destin Fl 32541

Phone Number: 850-337-3945

Length of Time: 10 years

Client 2 South Walton Utilities

Contact: Joe Ream

Address: 369 Miramar Drive Miramar Beach 32550

Phone Number:850-428-5236

Length of Time: 2 years

PROPOSAL CONTENT & EVALUATION CRITERIA

Schedule of Fees - Describe the fees associated with those listed in **Appendix C**, ***Schedule of Fees***, as well as any additional costs related to implementation of any proposed service delivery alternatives. Also, indicate if you would receive any other form of compensation such as from vendors, bonus, or any other form of compensation not otherwise characterized to the City of Destin as commissions.

APPENDIX C **Schedule of Fees RFP 04-HR** Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance		2%	
Group Dental Insurance		10%	
Group Vision Insurance		10%	
Group Life Insurance		10%	
Group Disability Insurance		10%	
Hospital Indemnity		15%	

Additional Costs: These may be incurred for a la carte services like BenefitsApp or LibWell wellness program items like physician-reviewed claims reporting with recommendations tied to identified risk and condition trends.

PROPOSAL CONTENT & EVALUATION CRITERIA

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

The Liberty Company serves as the primary architect and delivery engine for employee benefits education — not a once-a-year presence, but a year-round communication partner. Our role includes:

- **Custom annual benefit guides.** We produce branded, refreshed benefit guides each plan year and distribute them in whatever format reaches employees best - PDF, interactive flipbook, QR code, and weblink - so the workforce can access plan details on any device.
- **On-demand video education.** Using Brainshark, we record narrated, slide-by-slide benefit overviews that employees can watch on their own time and revisit during the year - ideal for shift workers and remote staff who can't attend a live session.
- **Live and virtual education sessions.** We lead group benefit meetings, new-hire orientations, and benefit fairs (in person or virtual) tailored to the City's locations and schedules.
- **Multilingual reach.** Our translation capability (including Spanish benefit guides) ensures education is accessible across a diverse municipal workforce.
- **Ongoing content.** We supplement formal education with the Zywave content library and a quarterly compliance newsletter, so employees and HR stay informed on changes throughout the year.

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

We use structured employee feedback to ensure plan design reflects what employees actually value. This typically includes pre-renewal employee satisfaction surveys, post-open-enrollment surveys to measure understanding and experience, and targeted focus groups when the City is considering a significant plan change. We pair this qualitative feedback with our benchmarking data - our Insights and Insights+ tools rate the City's plan offering and design against a custom peer cohort - so recommendations are driven by both employee sentiment and market data.

PROPOSAL CONTENT & EVALUATION CRITERIA

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

Our renewal process is data-driven and begins well ahead of the renewal date:

- **Data and analytics review.** We analyze claims experience and, for larger groups, apply actuarial services - including level-funded analysis and self-funded feasibility modeling - to identify the most cost-effective funding strategies.
- **Benchmarking.** We rate the City's current plan design and cost against a custom peer cohort using Insights+, establishing where the plan stands in the market.
- **Marketing and negotiation.** We market to carriers, negotiate renewals, and develop multiple plan and funding alternatives with full cost modeling for the City and its employees.
- **Tailored presentations.** We present options at the level appropriate to each audience - detailed financial and actuarial analysis for City staff and decision-makers, a clear cost/benefit summary with recommendations for City Council, and plain-language comparisons for employees so they understand the impact of any change.

d. Describe the open enrollment process you utilize

We run open enrollment as a coordinated, technology-enabled process:

- **Planning.** We build an enrollment timeline with the City, confirm plan changes, and prepare updated benefit guides and communications.
- **Electronic enrollment.** We administer enrollment through our supported benefits administration platforms (Employee Navigator), enabling employees to enroll online with built-in decision support.
- **Communication and education.** We deliver benefit guides, recorded Brainshark overviews, the mobile app, and translated materials, plus live/virtual meetings and benefit fairs to drive participation and understanding.
- **Support.** We provide a dedicated service team to answer employee questions throughout the window.
- **Reconciliation.** After enrollment closes, we audit elections, confirm accurate carrier feeds, and resolve discrepancies to ensure a clean handoff into the new plan year.

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

Administrator access: City administrators receive a dedicated, named service team and direct access to our core platforms. Day-to-day account management runs through our secure agency management system (BenefitPoint), with secure document storage and shared resources in SharePoint. For groups on our supported benefits administration platforms (Employee Navigator), administrators have back-end portal access to manage eligibility, run enrollment, generate reports, and manage carrier data feeds (as applicable). We also facilitate delegate carrier-login access so administrators can reach carrier portals directly.

Employee access: Employees access their benefits through the BenAdmin platform's self-service portal, and our annual digital benefit guides (PDF, flipbook, QR code, and weblink), with translated materials available as needed.

Response process and timeframe: All inquiries route to the City's assigned account team, with escalated or complex HR matters supported by our in-house senior HR consultant. Our service commitment is a **24-hour response SLA, with same-day acknowledgment** of all administrator and employee requests as our standard aim. **Routine items are resolved within 24–48 hours, and urgent issues** - such as access to care, claim denials, or eligibility problems - **are addressed the same day.**

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

Yes. The City's dedicated service team will be available for on-site visits with 48 hours' notice for enrollment support, employee meetings, benefit fairs, issue resolution, and administrative meetings. We will also schedule recurring on-site presence around key dates (renewal and open enrollment) as part of the standard service plan.

PROPOSAL CONTENT & EVALUATION CRITERIA

g. Provide details in your proposal of all current wellness program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.

Liberty distinguishes itself from other brokers by helping clients implement and evaluate customized well-being and chronic condition management strategies through LibWell, our population health and wellness division. Using claims insights, preventive care trends, and employee feedback, we develop targeted newsletters, webinars, coaching programs, and engagement campaigns that address key health risks while increasing benefit utilization and preventive care participation. Our approach is designed to feel authentic to each organization's culture, driving measurable improvements in employee health, engagement, and healthcare outcomes.

Offerings include:

- **Clinical oversight and analytics** — physician oversight of aggregate claims data with tailored, evidence-based recommendations to target the City's specific health risks.
- **Programming** — Radiant Health Talks and meditations, exercise challenges, breathwork, visualization, mindfulness/Dream Circles, and broader health initiatives, organized through an annual wellness planner.
- **Support staff** — a dedicated LibWell lead coordinates program design and engagement, supported by the City's account team and clinical resources. For broader workforce strategy, clients also have access to our Human Capital Management (HCM) consulting practice.

h. Describe your monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent, and quality of reports on wellness/disease management, ability for covered member to track wellness and health claims, etc. .

We provide a layered reporting package:

- **Monthly reporting** — paid-claims and utilization reporting (for funding arrangements and group sizes where carrier data permits), tracking cost drivers and enrollment.
- **Annual reporting** — a year-end stewardship/experience report summarizing claims experience, plan performance, large-claim trends, and renewal outlook, supported by our actuarial team's analysis.
- **Quality-of-experience and benchmarking** — plan performance rated against a custom peer cohort using our Insights benchmarking tools.
- **Ad hoc reporting** — custom reports developed on request through our account and actuarial teams to answer specific City questions.
- **Wellness / disease management** — aggregate, physician-reviewed claims reporting through LibWell, with recommendations tied to identified risk and condition trends.

APPENDIX D

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

APPENDIX D Carrier Information City of Destin (RFP 04-HR) Proposal of:				
Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
United Healthcare	Health	17	Brad Cobble	850-368-5332
Cigna	Health	10	Brad Cobble	
Florida Blue	Health	17	Brad Cobble	
Aetna	Health	10	Brad Cobble	
United Healthcare	Dental	17	Brad Cobble	
Delta Dental	Dental	5	Brad Cobble	
Guardian	Dental	5	Brad Cobble	
Principal	Dental	5	Brad Cobble	
United Healthcare	Vision	17	Brad Cobble	
VSP	Vision	5	Brad Cobble	
Guardian	Vision	5	Brad Cobble	
EyeMed	Vision	0	Brad Cobble	
Allstate	Life & Disability	3	Brad Cobble	
Guardian	Life & Disability	3	Brad Cobble	
MetLife	Life & Disability	5	Brad Cobble	
Unum	Life & Disability	3	Brad Cobble	
Allstate	Hospital Indemnity	3	Brad Cobble	
Guardian	Hospital Indemnity	3	Brad Cobble	
Aflac	Hospital Indemnity	5	Brad Cobble	
Unum	Hospital Indemnity	3	Brad Cobble	

APPENDIX E

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: The Liberty Company Insurance Brokers, LLC

ADDRESS: 35008 Emerald Coast Parkway

CITY: Destin STATE: Florida ZIP CODE: 35241

TELEPHONE NUMBER: (954) 345-4933

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): Brad Cobble

TITLE: VP, Producer

APPENDIX F

PUBLIC ENTITY CRIMES STATEMENT (Page 2 of 2)

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

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

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

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

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

(please attach a copy of the final order)

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

(Signature)

STATE OF FLORIDA
COUNTY OF

Date: 6-26-2026

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2026 and is personally known to me, or has provided _____ as identification.

JESSICA V EARLY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 191024
MY COMMISSION EXPIRES MAY 21, 2030

Jessica V. Early
Notary Public

APPENDIX G

PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP 26-04-HR

2. This sworn statement is submitted The Liberty Company Insurance Brokers, LLC whose business address is 35008 Emerald Coast Parkway, Destin, FL 35241 and (if applicable) Federal Employer Identification Number (FEIN) is 27-0063026 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
   N/A

3. My name is Brad Cobble and my relationship to the entity named above is
   Employee Benefits VP Producer

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

ATTACHMENTS

FLORIDA DEPARTMENT of FINANCIAL SERVICES

THE LIBERTY COMPANY INSURANCE BROKERS, LLC. DBA MOODY INSURANCE GROUP, DBA THE BROWNING AGENCY OF PONTE VEDRA, DBA THE

5955 DE SOTO AVENUE
SUITE 250
WOODLAND HILLS CA 91367

Agency License Number L045347

Location Number: 167079

Issued On 01/19/2007

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

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

Jimmy Patronis
Chief Financial Officer
State of Florida

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 26-04-HR
INSURANCE AGENT-BROKER OF RECORD

JUNE 23, 2026

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFP NO. 26-04-HR. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: Please provide the current broker/agent compensation structure for all active lines of coverage, including health, dental, vision, life, disability, hospital indemnity, COBRA-related services, and any voluntary benefits. Include any bonus, override, contingency, or other direct or indirect compensation paid to the broker/agent by each carrier or vendor for City of Destin.

Response: Schedule of Fees:
Group Health: 2.25%
Group Dental: 10%
Group Vision: 10%
Group Life: 10%
Group Disability: 10%
Hospital Indemnity: 15% .

Question: May respondents propose net-of-commission, flat-fee, commission, or no separate broker compensation?

Response Yes. Respondents may propose flat or variable fees, commissions, net-of-commission, or another transparent compensation arrangement. Full direct and indirect compensation disclosure is required.

Question Full market review for September 1, 2026 renewal or work with existing carriers first?

Response: The selected broker is expected to negotiate with current carriers and market coverage to competing carriers. Due to the compressed timeline, respondents should be prepared to work with current carriers while also identifying viable market alternatives.

Question: Current enrollment platform / benefits administration system?

Response: Employee Navigator is the benefits administration/enrollment platform.

Question: Are carrier file feeds and payroll integration in place? What payroll system is used?

Response: Employee Navigator supports carrier and payroll integrations. The city currently uses UKG as a payroll system.

Question: Does the City use COBRA, Section 125/FSA, ACA, or compliance vendors? Are these in scope?

Response The scope includes COBRA enrollment assistance and ACA/compliance support.

Question: Can the city provide an example of the insurance agent-broker services contract?

Response: Sample contract attached.

Question: Who covers the cost of the benefits administration system?

Response: Incumbent broker.

Question: Is there currently a wellness program in place? If so, is it through a third-party vendor or medical carrier?

Response: Yes, through the carrier.

Question: Tab 7(H) asks about monthly and annual paid claims and experience reports. Can the City confirm whether the current health plan is level-funded or self-funded

Response: The City's current health plan is fully insured.

Question: What benefits administration or HRIS system is the City currently using?

Response: Employee Navigator for benefits Administration and UKG for HRIS

Question: Does the City already have its September renewal in-house

Response: No. Renewal negotiations and marketing activities are expected to occur following broker selection.

Question: With a July 6 broker decision date and August open enrollment for a September 1 effective date, how quickly can the City provide an enrollment census?

Response: The City will make enrollment and census information available to the selected broker within 24 hours following award.

Question: Are any of the contracts multi-year (health, dental, vision, etc.)?

Response: Existing employee benefits coverages are renewed annually.

Question: How does the City run its current open enrollment and for how long?

Response: Open enrollment is conducted annually with support from the incumbent broker. The broker assists with employee communications, enrollment meetings, enrollment materials, and administration of enrollment activities. Open enrollment timing may vary based on renewal negotiations and carrier requirements-typically 2 pay periods prior to renewal date.

Question:
The bid opening date for 26-04-HR remains June 26, 2026 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Brad Cobb

Print Name

Signature

6-26-2026

Date

CITY OF DESTIN AGENT-BROKER AGREEMENT

This Agent-Broker Agreement ("Agreement") dated July __, 2026, between ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

2.1 If Agent-Broker is an Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP _____ Request for Proposal (the "RFP). All provisions of the City's RFP, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:

2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.

2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.

2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.

2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.

2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.

2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.

2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least $1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of $500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.

2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.

2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.

2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.

2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 RESERVATION OF RIGHTS

4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.

4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.

5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.

5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.

5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Polices underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.

5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:

a. in response to a court order or valid subpoena; or

b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so.

5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT-BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, lwallace@cityofdestin.com. Specifically, the Agent-Broker must:

a. Upon request from the City's custodian of public records, provide the City 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 this FS Chapter 119 or as otherwise provided by law.

b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.

c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6 COMPENSATION

6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP, **Appendix C, Schedule of Fees**, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement shall commence and become effective upon 7-6-, 2026 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.

8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent to: If

to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name: Liberty Company Insurance Brokers

Address: 35005 Emerald Coast Pkwy

City, State, ZIP: Destin FL 32541

Phone Number: 850 864 5332

Fax Number:

Other Information:

Website (if applicable):

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:

8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;

8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;

8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;

8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;

8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;

8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same

8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;

8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, 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, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 **Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees or agents of the City for any purpose.**

9.10 Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this Agreement.

9.12 In any dispute, litigation, or appeal relating to this Agreement, each party shall be responsible, and solely liable for their own respective attorney's fees and costs.

10. **SERVICES NOT PROVIDED FOR**. No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.

11. CONFLICT OF INTEREST.

11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.

11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.

12. **JURY TRIAL WAIVER. AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.**

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By: _____
(City Representative)

Name: Larry Jones

Title: City Manager

Date: _____

By: Brad Cobble
(Name of Agent-Broker or Agency)

Name: Brad Cobble

Title: VP Sales

Date: 4-26-2026

Legal Review:

ROBERT E. LARKIN, III, Esq.
Labor Attorney

Kimberly Kopp, Esq.
City Attorney

City of Destin

PROJECT: RFP 26-04-HR Brker Services Scoring Summary

SCORE TABLULATION SUMMARY SHEET

	Acentria	Brown and Brown	First Line	Liberty							
Michael Burgess	**97**	**96**	**98**	**83**							
Lisa Firth	**74**	**89**	**99**	**71**							
Tina Deater	**86**	**90**	**94**	**77**							
Robert Tomesek	**88**	**97**	**98**	**85**							
Jeff Cozadd	**83**	**88**	**91**	**71**							
Krystal Strickland	**90**	**92**	92	85							
Total Score (Max 600 Pts)	**518**	**552**	**572**	**472**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

CITY OF DESTIN AGENT-BROKER AGREEMENT

This Agent-Broker Agreement ("Agreement") dated July 7, 2026, between FirstLine Employee Benefits ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

2.1 If Agent-Broker is an Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP 26-04-HR Request for Proposal (the "RFP). All provisions of the City's RFP, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:

2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.

2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.

2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.

2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.

2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.

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approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.

2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least $1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of $500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.

2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.

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2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 RESERVATION OF RIGHTS

4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.

4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.

5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.

5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.

5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Polices underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.

5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:

a. in response to a court order or valid subpoena; or

b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so.

5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT-BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, lwallace@cityofdestin.com. Specifically, the Agent-Broker must:

a. Upon request from the City's custodian of public records, provide the City 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 this FS Chapter 119 or as otherwise provided by law.

b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.

c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6 COMPENSATION

6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP, **Appendix C, Schedule of Fees**, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement shall commence and become effective upon _____, 2026 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.

8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent to: If

to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name: First Line Employee Benefits

Address: 2750 Chancellorsville Dr

City, State, ZIP: Tallahassee, FL 32312

Phone Number:850-320-6922

Fax Number:

Other Information:

Website (if applicable):

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:

8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;

8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;

8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;

8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;

8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;

8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same

8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;

8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, 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, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 **Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees or agents of the City for any purpose.**

9.10 Sovereign Immunity**.** Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this Agreement.

9.12 In any dispute, litigation, or appeal relating to this Agreement, each party shall be responsible, and solely liable for their own respective attorney's fees and costs.

10. **SERVICES NOT PROVIDED FOR**. No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.

11. **CONFLICT OF INTEREST**.

11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.

11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.

12. **JURY TRIAL WAIVER. AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.**

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By:_____
(City Representative)

Name: Larry Jones

Title: City Manager

Date: _____

By: First Line Employee Benefits
(Name of Agent-Broker or Agency)

Name: Becky Miller

Title: Chief of Employee Benefits

Date: _____

Legal Review:

_____
ROBERT E. LARKIN, III, Esq.
Labor Attorney

_____
Kimberly Kopp, Esq.
City Attorney

ITEM # 2026-883

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: June 25, 2026

SUBJECT: Citywide Stormwater GIS Mapping Project, authorization to execute a Task Order

I. BACKGROUND: The city has a large amount of stormwater information, which is located across several areas and several different digital programs. Because of this, retrieval of needed information for maintenance or high-level design concepts can be cumbersome to find. Staff recommends that this information should be placed in one accessible digital format as a living document. This effort is to create and populate a single citywide GIS database for all existing stormwater infrastructure in an updatable digital document to accommodate future expansions of the stormwater system.

II. DISCUSSION: A proposal was requested from one of the city's Continuing Services Engineering consultants, Donovan Hill, formerly Baskerville Donovan. The objective is to organize all available information into a structured, usable, and maintainable geodata base to support the city's operations, planning, maintenance, and other management initiatives.
The fee for this project will be a lump sum of $49,850.00.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence

B. Effect on Budget (EOB): $50,000 was originally adopted for Stormwater Professional Services to combine all the stormwater GIS files.
An amendment in amount of $470,000 was adopted with a grant from FDEP for a (stormwater) vulnerability grant (and subsequently fully encumbered). An additional $22k was transferred from Stormwater operating supplies to Stormwater professional services to cover water analytics and CBA contract. $50k is currently available for this stormwater GIS project. The task order to Donovan Hill is in the

amount of $49,850.

Budget Impact

	001.5380.531000 GF-Stormwater-Prof Svcs
FY 26 Adopted Budget	$ 50,000
Amendments + Transfers	492,618
Revised Budget	542,618
Previous Expenses/Encumbrances	(492,618)
Available Program Budget	50,000
This Agreement +(-)	(49,850)
FY 26 Remaining Program Budget	$ 150

C. Level of Service (LOS): The level of service will be enhanced by providing staff with a centralized, citywide GIS database for all stormwater infrastructure. This will improve the efficiency of locating asset information, support timely maintenance and emergency response, enhance planning and capital project design, reduce duplication of records, and provide a living, updatable inventory for future system expansion.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: This is a project budgeted in FY 26. This will take all stormwater infrastructure information from several existing digital files and place it in one geodatabase in an effort to streamline City operations, including maintenance and planning for new construction projects.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute the Task Order for the "Citywide Stormwater Infrastructure GIS Mapping Project" with the Donovan-Hill group.

Attachments:

1. DHG Stormwater GIS - Task Order and Fee Proposal - 29 May 2026
2. M. Burgess -Notice of Name Change
3. Baskerville-Donovan Continuing Services Contract

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661

May 29, 2026

Joe Bodi, CSI, CSIM, QISI, QLIDI, SCP
Deputy Public Works Director
City of Destin
3949 Commons Dr.
Destin, FL. 32541
O: 850-837-6869
C: 850-460-5126
jbodi@cityofdestin.com

Subject: Proposal to Provide Professional Services
Citywide Stormwater Infrastructure GIS Mapping Project

Dear Mr. Bodi:

1. Project Understanding

Donovan-Hill Group (DHG) will provide professional GIS consulting services consisting of the review, evaluation, organization, and standardization of existing stormwater GIS and infrastructure data provided by the City of Destin.

The objective of this effort is to organize available GIS information into a structured, usable, and maintainable ESRI-compatible geodatabase to support future infrastructure planning, operations, maintenance, and asset management initiatives.

Services under this scope are limited to existing data review and GIS database organization only. No field investigation, GPS data collection, utility locating, surveying, or infrastructure inventory services are included.

2. Scope of Services

2.1 Project Management & Coordination

Provide project management, coordination, and communication with the Client throughout the duration of the project.

Services Include:

- Project kickoff coordination
- Coordination with Client staff regarding available GIS and record data
- Internal project management and QA/QC
- Progress coordination as needed
- Final project review meeting

Deliverables

- Project schedule
- Progress updates
- Final summary memorandum

2.2 Existing Data Review and GIS Database Preparation

Review existing GIS files, CAD files, and available municipality infrastructure records to evaluate current data structure and organize the information into a standardized GIS database framework.

Services Include

- Review of available GIS shapefiles and CAD survey information
- Evaluation of existing attribute structure of GIS layers and shapefiles
- Standardization of naming conventions and attribute fields
- Classification of data by asset type within GIS shapefiles or geodatabase
- Consolidation of duplicate or inconsistent datasets where practical
- Preparation of ESRI-compatible geodatabase structure
- Preparation of standard metadata for keyword searches and future record references

Proposed GIS Asset Layers

- Inlets
- Manholes
- Pipes
- Outfalls
- Other available stormwater infrastructure layers provided by the City

2.3 GIS QA/QC and Final Database Preparation

Perform GIS database review and quality control associated with organization and consistency of the provided datasets.

Services Include

- Review of attribute consistency
- Identification of incomplete or duplicate records where apparent
- Layer organization
- Verification of database formatting compatibility
- Final GIS database preparation

2.4. Final Deliverables and Client Support

The final deliverable package will include:

- ESRI file geodatabase or shapefiles
- GIS feature classes or shapefiles separated by asset type
- Standardized attribute fields
- Metadata documentation
- Summary memorandum outlining observations, limitations, and recommendations

3. Exclusions

Unless specifically authorized by written amendment, the following services are excluded:

- Field investigation or infrastructure inventory
- GPS data collection
- Surveying services
- Utility locating
- Condition assessments
- Pipe connectivity verification
- Photography documentation
- Hydraulic modeling
- Engineering design
- Data creation for missing infrastructure
- CCTV inspection
- Survey-grade accuracy verification
- Environmental assessments

4. Assumptions

- Existing City of Destin GIS environment compatible with ESRI products

5. Schedule

Upon authorization to proceed, services will commence immediately following receipt of available GIS data and project coordination with City staff.

Estimated project duration is approximately 10 to 12 weeks, depending on:

- Availability of existing records
- City review and coordination requirements

6. Fee Structure

DHG proposes to perform the services described herein for a lump sum fee of $49,850.00

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661

The proposed fee is based upon the assumptions, estimated asset quantities, and scope of services described herein. Any services beyond the stated scope, including additional field investigation, expanded asset quantities, additional meetings, or revised deliverables, shall be considered Additional Services and performed only upon written authorization. Invoices will be submitted monthly in accordance with DHG's standard invoicing procedures and are due within thirty (30) days of receipt.

Acceptance:

Acceptance and approval of the above scope and fees is indicated by signature in the space provided below. This signed Task Order will constitute an "Agreement and Notice to Proceed" for the accomplishment of this Work.

Submitted By:
DONOVAN-HILL GROUP

Digitally signed by Jeffrey C Petermann
Date: 2026.05.29 13:30:41-05'00'

Jeffrey C. Petermann, P.E.
Regional Market Director/VP

Date: 29 May 2026

Accepted By:
CITY OF DESTIN

Joe Bodi, CSI, CSIM, QISI, QLIDI, SCP
Deputy Public Works Director

Date: _____

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661

April 22, 2026

Mr. Michael Burgess
Public Works Director
City of Destin, Florida

Re: Important Notice: Company Name Change

Dear Michael,

We are pleased to share an important update regarding our company.

After many successful years serving our clients as Baskerville-Donovan, Inc., we are rebranding to **Donovan-Hill Group** effective April 28, 2026. This change reflects our continued growth and evolution while honoring the leadership and relationships that have shaped our firm.

Please note that:

- Our ownership and leadership remain unchanged.
- Our team, services, and commitment to excellence will continue without interruption.
- Legally, Baskerville-Donovan, Inc. will change its name to Donovan-Hill Group, Inc. Our Employee Identification Number (EIN), contacts, and billing processes will remain unchanged.

This transition is in name only—our dedication to delivering high-quality service and trusted partnerships remains exactly the same.

Over the coming weeks, you will begin to see our new name reflected in our communications, branding, and materials. Please let us know whether any action is required on your part with respect to existing agreements.

We are grateful for the trust you have placed in us over the years and look forward to serving you as Donovan-Hill Group.

If you have any questions, please don't hesitate to reach out.

Sincerely,

T. Keith Hill

T. Keith Hill, P.E.
President / Chief Executive Officer
Donovan-Hill Group
(formerly Baskerville-Donovan, Inc.)

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT made and entered into this 14th day of November 2019, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and BASKERVILLE-DONOVAN ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, Chapter 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 **CONSULTANT'S SERVICES**

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees, CONSULTANT'S consultants, and any of CONSULTANT'S agents as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2 CONSULTANT'S SERVICES

2.1 In accordance with Request for Proposals (RFP) NO. 19-01-PS which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3 CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY, as deemed by the CITY in its sole discretion. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after this Agreement's execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the

CONSULTANT'S work products. Upon receipt of this written notice, CONSULTANT shall promptly remedy any fault or defect in the services performed or nonconformance of CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice, for any reason or no cause whatsoever.

6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven (7) days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7 NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN	CONSULTANT
Lance A. Johnson, City Manager	Keith Hill, Baskerville-Donovan
4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242	14101 Panama City Beach Parkway Suite 110 Panama City Beach, FL 32413 850.230.6150

ARTICLE 8 INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the City of Destin's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or any other provision of law.

ARTICLE 10 INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide 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.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and

expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 This Agreement shall not be assigned or otherwise conveyed to any other third party without the written consent of the non-assigning or non-conveying party.

11.15 WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

ARTICLE 12 PUBLIC RECORDS

12.1 CONTRACTOR must comply with the public records law, Chapter 119, Florida Statutes; specifically, CONTRACTOR must:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request of the CITY'S custodian of public records, provide the City 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 and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to

perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:
Lance A. Johnson
Its: City Manager

signature

Date: 11/14/19

Attest to Signature: *(Seal)*

Date: 11/14/19

CONSULTANT:
Keith Hill
Its: Exec. VP/COO

signature

Date: Nov. 11, 2019

Witness to Signature:

Print Name:
Derena Stanton

Witness to Signature:

Print Name:
Cheryl R. Dunlary

Approved as to Legal Form:

Kyle Bauman, City Attorney

EXHIBITS

A. Request for Proposal No. 19-01-PS
B. Fee Schedule
C. Certificates of Insurance

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

RFQ No. 19-01-PS:
Qualifications for Professional Consulting Engineering Services for the City of Destin

Exhibit A

Prepared By:
Baskerville-Donovan, Inc.
14101 Panama City Beach Parkway
Suite 110
Panama City Beach, FL 32413

www.baskervilledonovan.com

ELECTRONIC COPY

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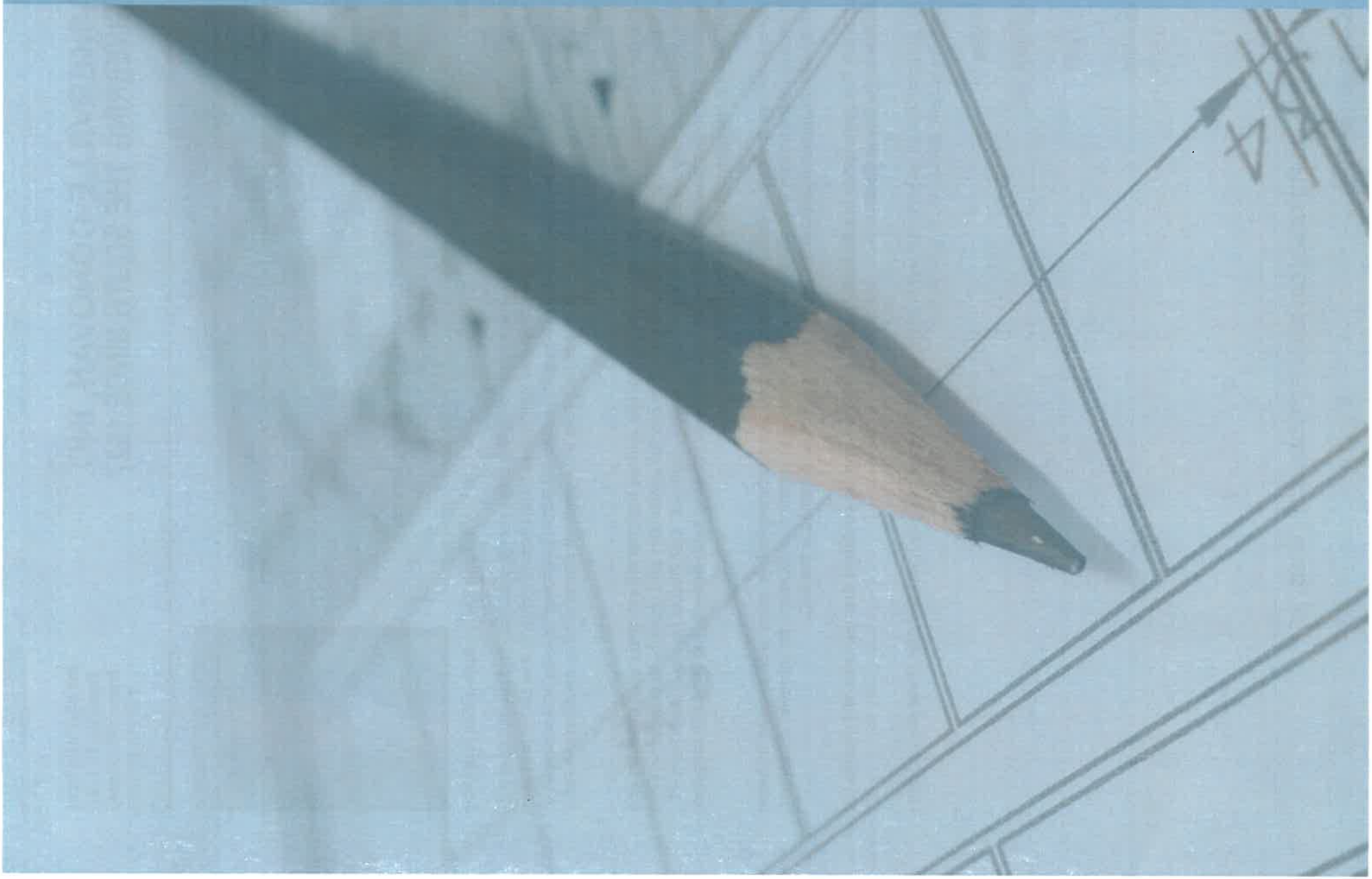
1. Letter of Interest



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 West Main Street
Pensacola, FL 32502
Phone: 850.438.9661
Fax: 850.433.6761

August 15, 2019

T. Keith Hill, Executive Vice President

Mr. Lance A. Johnson
City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: City of Destin, RFQ NO. 09-12-PS – Professional Consulting Engineering Services

Dear Mr. Johnson:

Baskerville-Donovan, Inc. (BDI) brings to the City of Destin a multi-discipline engineering, planning, and survey team that understands the significance of public works, transportation and stormwater infrastructure projects and the impact they have on our communities like the City of Destin. Our long history and active relationships throughout the area allows us to bring great value to the City and our municipal experience has taught us the important characteristics necessary to serve the staff, elected officials, and the citizens of Destin.

We understand that the work assignments will vary in size and nature, and we feel that we can meet your timelines and provide quality work within budget. Our Panama City Beach office has full capabilities and capacity to provide services for any engineering projects you may need under this continuing services contract. Our Project Manager, Alan Hart, P.E., along with a strong team of transportation and stormwater professionals including Keith Guthrie, P.E. and Mike Langston, P.E., are committed to being responsive to any of the City's needs.

The BDI Team wants to ensure the City of Destin understands our strong commitment to assist with projects included in this RFQ. BDI has assembled a team of professionals which allow us to submit qualifications for all seven disciplines, including the thirteen sub-disciplines listed under the Engineering Services identified in the RFQ.

We sincerely appreciate this opportunity to submit our qualifications, and we are confident that our team will provide the best services available to the City of Destin.

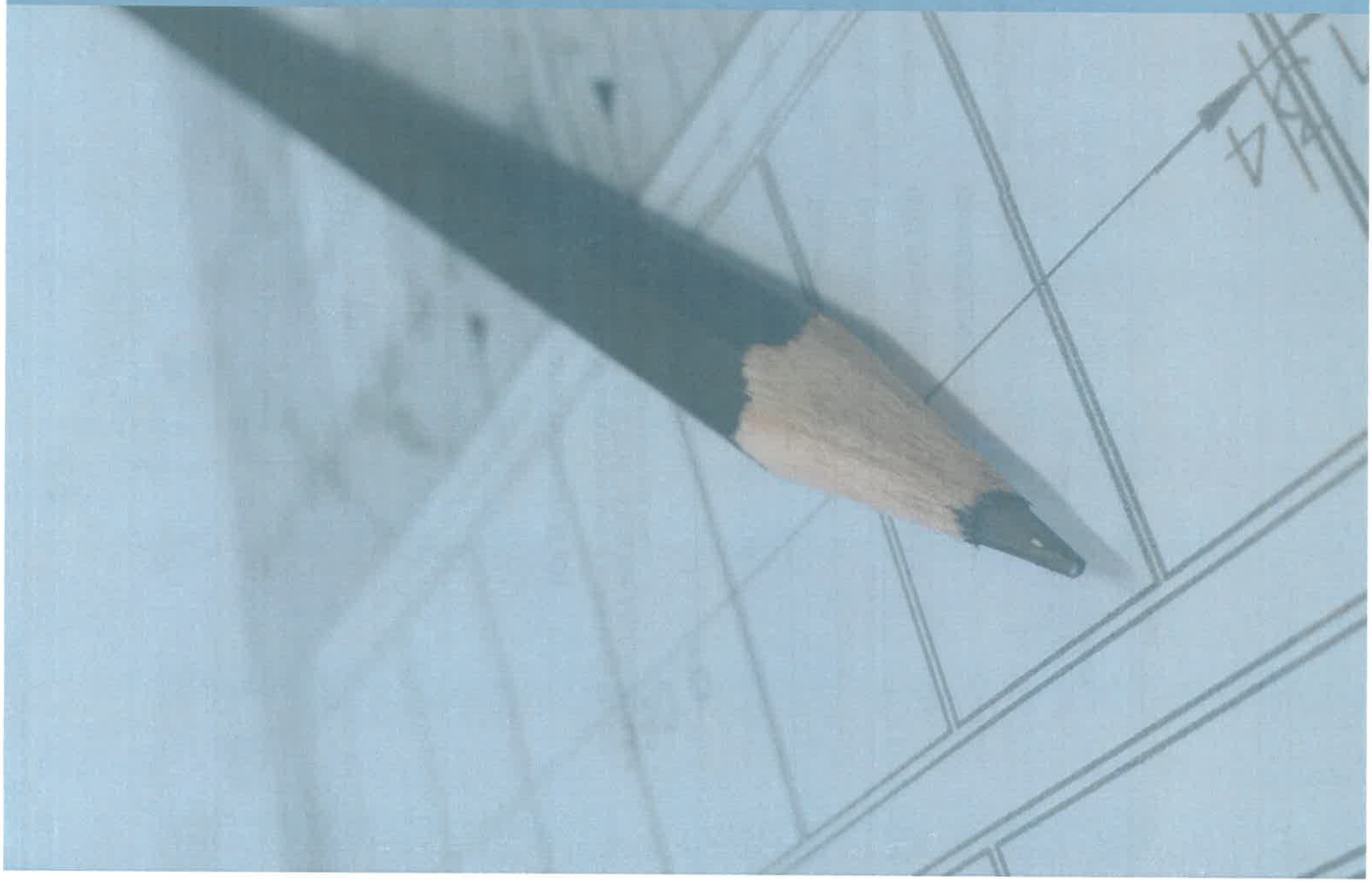
"I declare that this proposal is in all respects fair and in good faith without collusion or fraud and that I have the authority to bind the principal proponent, Baskerville-Donovan, Inc."

Respectfully submitted,

BASKERVILLE-DONOVAN, INC.

T. Keith Hill, P.E.
Executive Vice President

2. Firm's Proposals



RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: **Baskerville-Donovan, Inc.**

Federal I.D. Number: **59-0857184**

A Corporation of the State of: **Florida**

Area Code: **850** Telephone Number: **230-6150**

Area Code: **850** FAX Number: **230-6155**

Mailing Address: **14101 Panama City Beach Pkwy Suite 110**

City/State/Zip: **Panama City Beach, FL 32413**

Vendor Mailing Date: **8/15/19**

T. Keith Hill

Authorized Signature

T. Keith Hill, P.E.

Name Typed

RESPONDENT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:

Name: **Baskerville-Donovan, Inc.**

Address: **14101 Panama City Beach Pkwy Suite 110**

City, State, Zip: **Panama City Beach, FL 32413**

Telephone No.: **850-230-6150**

Fax No.: **850-230-6155**

Check One	
Corporation	x
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Respondent is:
   Baskerville-Donovan, Inc.

   The address of the principal place of business is:
   449 West Main Street Pensacola, FL 32502

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: **1972**
   b. State of Incorporation: **Florida**
   c. President's name: **Frederick Donovan, Sr.**
   d. Vice President's name: **T. Keith Hill**
   e. Secretary's name: **Cindy Zelius**
   f. Treasurer's name: **Kathleen Koontz**
   g. Name and address of Resident Agent: **Frederick Donovan, Sr.**
      449 West Main Street Pensacola, FL 32502

3. If Respondent is an individual or a partnership, answer the following: **N/A**

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**

   _____

   _____

   _____

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

   _____

6. How many years has your organization been in business under its present business name?

   29 years (1990)

   Under what other former names has your organization operated?

   Baskerville-Donovan Engineers, Inc. (1972)

   Russell G Patterson and Associates, Inc. (1959)

   _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

   See "Licenses" Attachment

   _____

   _____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   No

   _____

   _____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Resumes included in Project Team section.

10. State the name of the individual who will have personal supervision of the work:
T. Keith Hill, P.E., Chief Operating Officer

11. State the name and address of attorney, if any, for the business of the Respondent:
Gary Houston
17 West Cedar Street, Suite 3, Pensacola, FL 32502

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:

Frederick Donovan, Sr. – 49.26%	**T. Keith Hill – 7.86%**
Frederick Donovan, Jr. – 17.10%	**J. Thomas Williams – 7.86%**
David K. Hemphill – 7.86%	**Jim Waite – 7.86%**

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent: **N/A**

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	Total Work (a +b):	7

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Hancock (Bob Malloy)	101 W. Garden St., Pensacola, FL 32502	850-444-3231
Trust Mark (Rick Johnson)	19 W. Garden St, Pensacola, FL 32502	850-316-2023
Servis 1st (Rex McKinny)	316 S. Baylen, Suite 100, Pensacola, FL 32502	850-266-9101
Synovus (Alan Nickelsen)	125 W. Romano St., 4th Floor, Pensacola, FL 32502	850-436-4762

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

See "Schedule and Budget" Attachment

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See "Quality Assurance" Attachment

18. What will be your turnaround time for written responses to City inquires?

Within 1 business day.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

See "Claims History Summary" Attachment

SCHEDULE AND BUDGET

Meet Schedules

Baskerville-Donovan's goal is to provide the City of Destin with a finished product on time, every time, and on budget. Each member of the BDI design team assembled under this contract will be composed of talented, experienced professionals with a proven background in the delivery of multi-disciplined planning, engineering, and surveying services. These team members, working with the City staff, will build the City's goals into the finished product. This BDI team has been carefully selected to maximize the project quality and effective attainment of the program goals while staying within the established budgets.

Budget Requirements

After the Project Plan is approved by the BDI Regional Manager, the budget/man-hour, and schedule information is inserted into the corporate financial cost accounting and schedule tracking management system (Deltek Vision©). In addition, as Project Manager, Alan will utilize the scheduling and project scheduling software to monitor progress on this project. To maintain accountability, BDI project schedules and resource requirements are updated regularly by Project Managers. Division and Regional Managers discuss on a weekly basis the current workload, schedule requirements, and staff labor to complete projects and meet the client's schedules. Project Progress Reports are sent to each Project Manager bi-weekly. These budget tracking and schedule control methods allow Project Managers to evaluate the status of their project quickly, and make the needed adjustments to meet, or beat our client's schedules and budgets. The networked scheduling and financial software systems allow Division and Regional Managers to monitor progress on projects and insure that each Project Manager is meeting their commitments with no challenges for project team availability.

Ability to Deliver Projects On-Time and Within Budget

Baskerville-Donovan understands the need to complete projects on-time and within budget, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes. There are four (4) key elements to BDI's project process that ensure that the schedule requirements are met on every assignment. These key elements are described below:

1. Develop and communicate a clear understanding of our client's scope, schedule, and budget requirements for each project.

2. A corporate commitment of available project team resources necessary to successfully complete the project and meet the schedule.

3. Active monitoring and control of project schedule and budget.

4. Timely and clear communications.

QUALITY ASSURANCE

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project. They become a fully coordinated team: knowledgeable of how their role is inter-dependent with the roles of all other participants on the project.

BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas – prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all FDOT standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. They are then checked by a peer professional, who is not otherwise involved with the project. His independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the checker to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and for technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified, etc. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process also are properly controlled, then no one can truly assure Quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking accuracy of field measurements, MTS requirements, satisfy scope requirements, etc. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

Sub-Consultant Checking Procedures

The sub-consultants for this project will be required to provide a Quality Control Review of their efforts prior to submittal to BDI for inclusion in submittals. Included with the report documents, the sub-consultants will provide to BDI a formal Quality Assurance Certification indicating that a Quality Control Review has been executed.

Upon receipt of these documents, and the Quality Assurance Certification, BDI's Project Manager will review the documents to ensure that they comply with all applicable technical standards, FDOT program objectives and the project scope. Any deficiencies will be marked and returned to the sub-consultant for review and revision. As with our internal QC procedures, this process will continue (in iterative fashion) until all technical comments and programmatic remarks are resolved. Once all deficiencies are resolved, the final QC documentation will be included in the project Quality Control File.

CLAIMS HISTORY SUMMARY

PROJECT NAME: ECUA Central Water Reclamation Facility – Administration Building

CASE NAME: A.E. NEW JR., INC., Plaintiff/Counter-Claim Defendant/ v. EMERALD COAST UTILITIES AUTHORITY, a Florida Public Utility, Defendant/Counter-Claim Plaintiff/Third Party Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, a Florida Limited Liability Company, and BASKERVILLE-DONOVAN, INC., a Florida Corporation, Third Party Defendants. /BASKERVILLE-DONOVAN, INC., Crossclaim Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, Crossclaim Defendant. /A.E. NEW JR., INC., Third Party Plaintiff, v. AREA GLASS, INC. a Florida Corporation, et al., Third Party Defendant.

CASE NO. 2012-CA-396F

PROJECT DESCRIPTION: During 2012, the Administration Building contractor, AE New, filed a notice of claim alleging numerous issues pertaining to the structural and architectural design and delays of the Administration Building, which was wholly designed by a Subconsultant Architect, Mott-MacDonald and suit against numerous subcontractors alleging subpar work. Baskerville-Donovan, Inc. had no liability and continues to perform work with ECUA.

PROJECT NAME: Escambia County Via De Luna Drive Landscape – Phase 2

CASE NAME: Dung Tien Do v. Levin and Rinke Development, Baskerville-Donovan, Inc., Wallace Sprinkler & Supply, Inc. and Robert Rinke

CASE NO. 2018 CA 001859

PROJECT DESCRIPTION: November 2014, Mr. Do was a pedestrian crossing the Via de Luna Drive from Portofino Island Resort to the beach side. Mr. Do was injured as he was struck by a vehicle while crossing the road. Mr. Do subsequently received a citation from the FHP for leaving a place of safety and entering the path of a vehicle resulting in crash and causing property damage.

The claim asserts that BDI performed landscaping obscured Mr. Do's vision from seeing traffic and likewise obscured traffic and drivers from seeing him. BDI did perform landscaping design along Via de Luna Drive, but nowhere in the vicinity of the accident. A Motion for Summary Judgment for hearing and attempt to obtain judicial resolution of the case has been filed.

PROJECT NAME: Bayside Properties Platt Survey

CASE NAME: Bayside Property Consultants, LLC v. City of Mobile, Mobile Planning Commission, Mobile City Council, Exit Realty, Helen Emmons, Toulminville, LLC, Philip Burton, Joe Burton, Williams Engineering & Construction Co., Baskerville-Donovan, Inc., Joe Reagan, Surety Land Title, Crane Title Co., et al.

CASE NO. 02-CV-2018-902497.00

PROJECT DESCRIPTION: Bayside Property Consultants purchased a 24-lot subdivision in Mobile, AL in June 2007. Two houses were constructed and sold. After which the property was selected for a HUD compliance review and determined to be in non-compliance due to the demolition of an 83 unit apartment complex as part of a HUD Use Agreement.

BDI was contracted to perform a plat survey of the property. Our contract did not include any other services, including due diligence or a title search. There are 4 counts in the claim. BDI is named in Count 1 - as being negligent to exercise their authority with due diligence to the prospective buyer and Count 3 – asserting fraudulent representation that the property was a legally approved subdivision.

24 April 2019 - The Court dismissed the plaintiffs' claim with prejudice.
23 May 2019 – Bayside Properties (Plaintiff) filed a Motion for Reconsideration

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

N/A

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) **Executive Vice President/COO**

Subscribed and sworn to before me

This 15 day of August, 20 19

DERENA STANTON
Notary Public - State of Florida
Commission # GG 062110
My Comm. Expires May 7, 2021
Bonded through National Notary Assn.

Notary Public (Signature)

My Commission Expires: May 7, 2021

FIRM'S PROPOSALS

The Baskerville-Donovan, Inc. (BDI) Team is pleased to submit our qualifications to the City of Destin for the Engineering and Professional Consulting Services RFQ. BDI is a 92 year old multi-discipline firm that specializes in local government services. Our organization is widely recognized throughout the panhandle for working in a corporative and collaborative manner with our clients to provide quality engineering services.

Baskerville-Donovan's business is primarily based to provide the best engineering services available to municipal clients throughout the South. We understand that for a municipal project to succeed it must work technically, financially, and socially. The City of Destin staff and elected officials are very close to the constituents and every project budget and schedule is important.

We are right there with you. Our team will be by your side the whole way, and, we understand the need to complete projects on time, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes.

Maintaining an engineering business in the Panhandle for over 92 years that serves primarily municipal clients requires more than just great engineers. It requires creative thinkers, a highly technically trained staff, and employees that understand the challenges that the City staff faces every day. We know that everything is under the watchful eyes, and our experience in making your projects successful will prove invaluable and will allow you the ability to focus on your day to day activities and resolving project related issues.

The BDI Team is always ready to assist the City, even on a moment's notice. We have the experience, the local knowledge, and the qualifications to provide unparalleled service to the City of Destin.

Management Team

The key to BDI's success is our people. Our firm commitment is to staff your project with highly credentialed, experienced professionals who lead and perform all daily assignments. This approach ensures that all of the critical decisions and work for each City project is actually executed and checked by our best and most seasoned professionals.

First and foremost, we are very proud to offer Alan Hart, P.E. as BDI's dedicated Project Manager for all services under this RFQ. As we have outlined in detail herein, BDI believes that limiting client points-of-contact provides for efficient and cost effective projects, and streamlined project communications. Alan is long-time Florida panhandle resident and is in a very favorable position to dedicate his talents and energy to providing the very best services to the City.

Keith Hill, P.E. will directly support and assist Alan as the BDI Client Services Manager (CSM). As CSM and Chief Operating Officer for BDI operations, Keith is personally dedicated to ensuring that Alan is fully supported by our firm and sub-consultants – as required to guarantee project success. Keith is personally committed to ensuring the success of these important projects. Our full contact information is as follows:

Alan Hart, P.E.
Project Manager
Baskerville-Donovan, Inc
14101 Panama City Beach Parkway Suite 110
Panama City, FL 32413
Phone: (850) 230-6150
Fax: (850) 230-6155
Cell: (850) 712-3956
ahart@baskervilledonovan.com

T. Keith Hill, P.E.
Principal-in-Charge, COO
Baskerville-Donovan, Inc
449 W. Main Street
Pensacola, FL. 32502
Phone: (850) 438-9661
Fax: (850) 433-6761
Cell: (850)324-4926
khill@baskervilledonovan.com

Local Commitment

As mentioned above, we have been working on local projects in the Destin area for a decade. Over this period, we have developed a highly effective professional working relationship; our record of professional success is reflected in our projects and client references. In fact, we take great pride in our work in the area.

Our commitment to the City is also reflected in the team we have assembled for work under this RFQ. A careful review of the attached materials will show that BDI has identified a highly experienced team of professionals; each is fully committed to the success of the City's projects and programs. Each of our senior technical staff and sub-consultants has been carefully selected to provide you with the very best professional team available.

Project Team

Each of these individuals is selected for their demonstrated professionalism and consistent record of success. In every case, Keith Hill has personally worked with the same Key BDI Team Members identified on recent municipal infrastructure projects.

To meet the City's schedules for the completion of design, permitting and bidding, some critical tasks may need to be performed simultaneously. As a result, BDI will assign internal project teams and sub-consultants – all led by senior professionals – to ensure these tasks are completed on time with high quality work. The assignment of our top professional staff to each team ensures that the communications and information flow will be effective and efficient. The lead team members are all experienced professionals and have worked together on previous projects. These key staffers are supplemented by highly qualified sub-consultants to ensure all tasks meet our project schedule.

The following services will be provided by BDI staff:

- Landscape Architect
- Civil Engineering
- Computer Consulting (Cabling, RCDD, etc.)
- Structural Engineering
- Athletic Field/Facility Design
- Transportation/Traffic
- Mapping/GIS
- Planning Services
- Construction Management

SERVICES TO BE PROVIDED BY SUBCONSULTANTS

SUB-CONSULTANT	DISCIPLINE	OFFICE FOR SERVICES
Olsen Associates, Inc.	Coastal Engineering	Jacksonville
Southern Earth Sciences, Inc.	Geotechnical Engineering	Destin
Geosyntec Consultants	Environmental/ Hydrogeological/ Hazardous & Solid Waste	Destin
Sam Marshall Architects	Architecture	Pensacola
Schmidt Consulting Group, Inc.	HVAC/ Mechanical Engineering	Pensacola

Past Performance

As a leader in the field of civil engineering in Florida, BDI has provided various engineering services to more than 100 municipalities throughout the state. We understand that engineering challenges – while critical – are only a part of the challenges that many municipalities face in Florida today. The successful development of infrastructure requires a comprehensive understanding and approach to meet all of the challenges – engineering, regulatory, public, and financial aspects – of each unique project. By working closely with our clients, BDI has developed cost-effective solutions that meet their specific needs. BDI will do the same for Destin, and we can provide funding assistance to City staff in an effort to minimize the economic impact of project development for the tax and rate payers in Destin.

Location

Over the years, part of our success can be attributed to our corporate commitment to local service. As such, our staffing plan features sub-consultants that work closely with our staff assigned to the BDI Panama City Beach and Pensacola offices.

Since the mid-1970's, BDI has maintained a Destin office, however; in response to client needs we have recently consolidated our Panama City and Destin offices in a new location near the west end of Panama City Beach. This move was accomplished to provide better service to the Okaloosa/Walton/Bay County service area. However, BDI continues to maintain a permanent mailing address and the required professional licenses in Destin. Because a number of our staff are residents of Destin and the surrounding area, this arrangement helps our firm support our local staff and clients.

Summary

Our BDI Team commitment to the City of Destin involves the following:

- Expertly planned projects and a willingness to exceed project schedule and budget expectations.
- The assignment of engineers and designers with excellent experience and technical capability.
- Strict control and tracking of the project schedule, budget, and assigned staff.
- A team-centered flexibility to quickly adapt to the full range of City needs.
- Clear, consistent and seamless communications with the City and regulatory authorities.
- Our collective commitment to the successful development of projects in the City of Destin.
- Assignment of a locally available team consisting of numerous Destin residents and businesses.
- Our formidable track record of developing critical project funding.

We believe that the attached information will clearly demonstrate that the BDI Team is uniquely qualified to serve the City of Destin. We have made every effort to assemble a locally-based team that is well-positioned to provide the highest level of service to the City. Our team believes the following are the top reasons to select the BDI Team:

1. The BDI Team has the highest level of commitment to the City of Destin. The City's priorities and success on projects are of the utmost importance to BDI. BDI is founded on serving Northwest Florida's communities and prides ourselves in serving our fellow citizens.

2. The BDI Team commits to the City of Destin our highest-quality Design, Permitting, and Construction Service expertise. BDI has completed numerous projects in Destin and surrounding areas, and we have made every effort to ensure that those same individuals who have been involved in area projects in the past - have been committed to services under this contract.

3. The BDI Team is prepared to meet and exceed all City project schedules and budget requirements. By incorporating innovative design technologies, the BDI Team will beat the City budget.

4. The BDI Team has a strong commitment to the City of Destin and its economic growth. As prime consultant, BDI leads this group with a corporate history of providing consulting services in the panhandle since 1927.

ARCHITECTURE

For many project assignments requiring architectural services, BDI has teamed with a reputable local architecture firm, Sam Marshall Architects (SMA). Located in Pensacola, SMA has been providing architectural services in the Florida Panhandle since 1962. Over the years, SMA has developed a solid reputation for providing comprehensive architectural and planning services for a wide variety of projects. The firm maintains an ongoing relationship with local engineering firms and sub-consultants, including the local engineering staff at BDI.

Capabilities

SMA is a group of design oriented professionals organized to provide complete architectural and planning services for a wide variety of projects. Founded in 1962, the firm enjoys an outstanding reputation for design excellence, completion of on budget projects and an ability to affect smooth working relationships with owners and builders. This success stems from an ability to coordinate the diverse efforts of many professionals to produce architecture, which is both sensitive to the environment and to the client's wishes and budget.

SMA offers a strong local presence of service-oriented architects with experience in municipal project design. SMA prides themselves on paying close attention to our client's needs and their projects. Our clients like that attention, as demonstrated by the extensive number of repeat clients we have worked with in the past.

SMA has an unblemished track record of budget and program compliance, achieved by constant updating of cost factors beginning with the program information and continuing through the entire design and documentation process.

Some of the SMA's local projects (past and present) have included:

Santa Rosa County Federal Credit Union
Okaloosa County Courthouse
Mattie Kelly Art Center
Observatory
Learning Resource Center
Marine Fisheries Hatchery
Pensacola Beach Public Safety Building

Architectural Staffing

In teaming with SMA, the BDI team has selected a group of highly qualified professionals for all architectural work under this contract. Individual professional resumes for key staff have been included in Section 3. Mike Marshall, AIA will provide the senior technical leadership for all architectural related assignments. In addition, the SMA/BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel. For building projects, the team will also include the various engineering professionals for structural, mechanical, electrical, etc., included herein.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E.. For each project assignment that includes an architectural element, Alan will be assisted by Mike Marshall. Mike and any required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely; and that all buildings are properly programmed for the intended use. Mike will also assist Alan in coordinating with the engineering disciplines associated with each building; including electrical, civil, structural, mechanical, geotechnical and HVAC components. For assignments involving buildings, Sam Marshall Architects will provide construction administration services for all vertical project components.

LANDSCAPE ARCHITECTURE & PLANNING

Landscape Architecture and Planning services will be provided by Baskerville-Donovan, Inc. (BDI). BDI has been providing professional landscape architecture and planning services around the Panhandle since the 1970's. In fact, BDI has been involved in planning and providing landscape architecture services for many of the large private and municipal developments - and Development of Regional Impact (DRI) Studies around the Gulf Coast region. Services offered by our landscape architects include site planning, preparation of planting plans, irrigation plans, site design plans, master plans, and the associated permitting.

Capability

Planning is a broad term describing a wide range of activities; from master site planning in association with our in-house landscape architecture group; to a regional effort involving community-wide planning and zoning, as well as the preparation of land development codes. Over the years, BDI has provided the full range of planning services for both our private and public sector clients.

Representative planning activities include:
Campus Master Plans
Land Use Planning for Communities and Developments
Unified Land Development Regulation Codes
Marine and Waterfront Development Planning
Urban Design
Environmental Impact Studies
Fiscal Impact Studies/Impact Fee Analysis
Transportation and Corridor Studies
Industrial Development Planning
Coastal Management Planning & Permitting
Public Participation Consensus Development
Development of Regional Impact (DRI) Studies
Permitting
Recreational Facilities Design

Experience

Some of the projects that have included landscape architecture and planning services are listed:
Destin Sports Complex
UWF Football Complex
Community Maritime Park (Pensacola Blue Wahoos)
Sandestin & Seascape Resorts
The Fisheries Hatchery
Turkey Creek Park
Pensacola Beach Pedestrian & Bike Path
The Bluffs

Staffing

The BDI team has selected a group of highly qualified professionals for all landscape architecture and planning services under this contract. David Hemphill, ASLA, will provide the senior technical leadership for all landscape architecture and planning related assignments. The attached table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each landscape architecture and/or planning assignment, Alan will be directly assisted by David Hemphill, ASLA. When required, David and any required members of his team will meet regularly with the City and their designated project team for planning and analysis coordination. All of the results of planning and design efforts will be communicated to the City's professional staff on a regular basis.

CIVIL ENGINEERING

The BDI team has been providing civil engineering services in the Destin area and Okaloosa County since 1927. Our engineers, technicians and project management staff are some of the most qualified professionals in the region. Our long, specialized history of providing civil engineering services along the Gulf Coast uniquely qualifies our team for these services under this RFQ. We understand the design and construction environment, and are very familiar with local codes, permitting requirements and the NWFL regulatory environment.

Civil Capabilities

BDI maintains one of the most technically proficient heavy-civil design groups in the southeast. Our engineers have designed award-winning airfields, ports, industrial facilities, sports complexes, parks, golf courses, municipal piers, parking facilities, multi-modal developments, master plans, large private developments – and a wide range of other civil works projects. Our civil engineers are very competent and experienced in the design, permitting and construction management for local government civil projects.

Stormwater Management

A major part of almost every civil engineering project is drainage and stormwater management. The BDI team has designed hundreds of stormwater drainage projects for local governments across the panhandle. Our experience includes design of underground piping systems, ditches, stormwater retention and detention ponds, stormwater pumping stations, lakes, overflow structures, outfalls, channels, canals, dams, bridges and, culverts, as well as basin modeling. Our project experience in this area has included drainage designs and studies for cities and counties, subdivisions, roads, bridges, and industrial parks. Our engineers were the first in the panhandle to use Interconnected Channel & Pond Routing model software version 4 (ICPR4). The BDI team is committed to providing environmentally friendly, technically coordinated and permittable stormwater solutions. A critical path consideration for many of the projects under this RFQ will likely involve routine stormwater treatment and attenuation. When required, the BDI team will attend pre-application meetings with the NWFWMD to investigate the drainage and permitting requirements prior to commencement of design. Our initial meeting will focus on presenting the proposed improvement concept to the District as required to determine specific permitting requirements. Subsequent meetings will be executed as required to ensure that the City is provided with a technically sound and permittable set of construction documents.

Experience

We have worked closely with communities throughout the region to assist them in making our area of Florida what it is today. One of the best places to live. Some of the projects that have included civil engineering services include:

Holley by the Sea Drainage Study
Destin Sports Complex
Pensacola Beach Roadway Improvements
Pensacola Beach Fishing Pier
Dan Russell Pier
Wallace Road Sidewalks
Community Maritime Park
Turkey Creek Park

Civil Staffing

The BDI team has selected a group of highly qualified professionals for all civil engineering work under this contract. Patrick Burke, P.E. will provide the senior technical leadership for all civil engineering related assignments. The following table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E.. For each civil engineering project assignment, Alan will be assisted by Mike Langston, P.E.. When required, Mike and any required members of his team will meet regularly with the City and their designated project team. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

COMPUTER CONSULTING

Since our internal technology group was founded in the mid-1990's, BDI has been providing computer consulting services for many of our local government clients. Our technicians and project management staff are very adept at providing specialized computer consulting services, as required, to meet almost any client needs. Because we intimately understand the local government consulting environment, our computer specialists are very familiar with the specific needs and requirements of public officials along the Gulf Coast.

Capabilities

BDI maintains a full staff of credentialed and technically proficient computer consulting professionals. In addition to the daily maintenance of our own corporate internal technology needs, our technology specialists are very adept at assisting our clients in developing their own computer and networking solutions. Some of the services provided by BDI computer technology staff include:

Network security audits
Design and installation of turn-key systems
Network design and configuration
Network training for hardware and software applications
Office phone systems & cabling
Web development
Software programming
Installation and support of LAN\WAN and WLAN connectivity
Wireless connectivity
VPN and firewall configurations

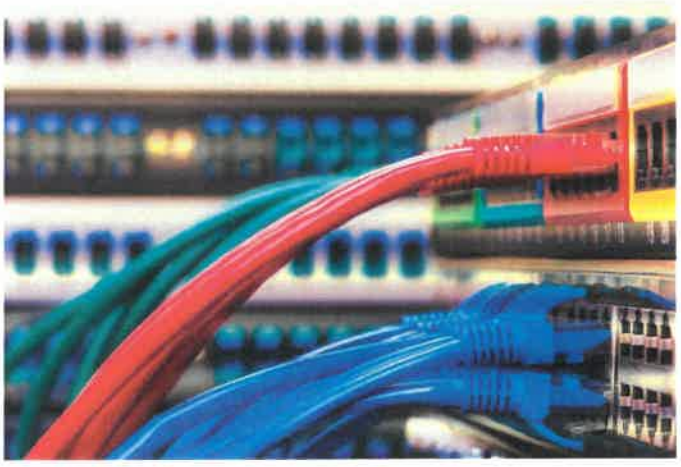
The BDI technical lead for any computer consulting assignment under this contract will be Scott St. Hiller. Scott has over 20 years' experience providing network and systems integration and implementation, and is VAC, VCCP, MSCE, MCNE, CCA and CCSP certified. Scott has also provided technical assistance with regard to network and systems design and management.

Staffing

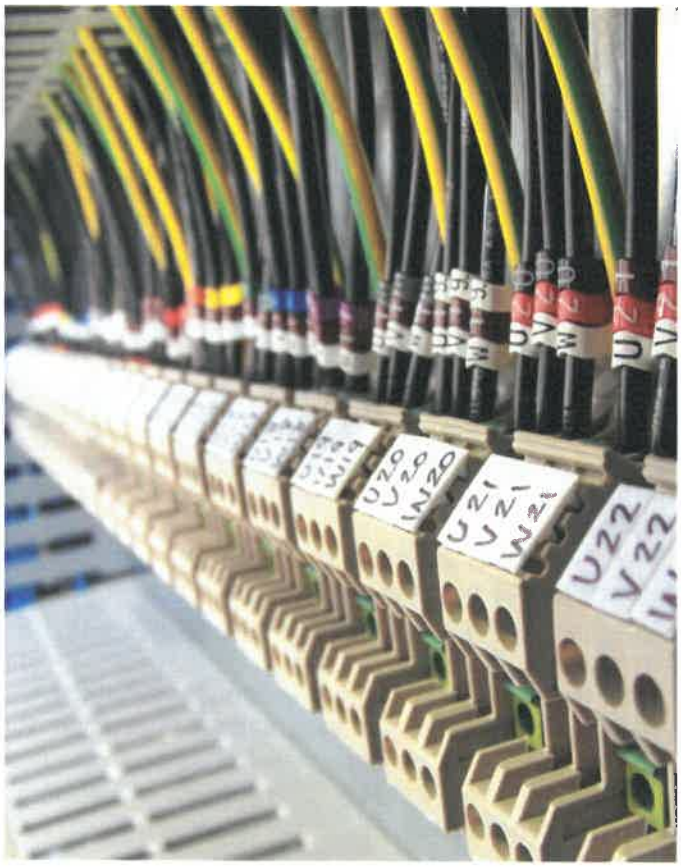
The BDI team has selected a group of highly qualified professionals for all computer consulting work under this contract. Individual professional resumes for key staff have been included in Section 3. Scott St. Hiller will provide the senior technical leadership for all computer consulting and systems technology related assignments. In addition, the BDI team will utilize in-house technical support resources including additional technicians, engineers, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each computer consulting project assignment, Alan will be assisted by our technology specialist, Scott St. Hiller. When required, Alan, Scott and any required members of the BDI technology team will meet regularly with the City and their designated project team. All of the results of planning, design and installation efforts will be communicated to City professional staff on a regular basis.



ELECTRICAL ENGINEERING



For this contract, BDI has teamed with local engineering firm, HG Engineering (HG), located in Fort Walton Beach, FL. HG provides electrical engineering services for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities and school districts.

Capabilities

HG Engineering is an electrical, energy and telecommunications design engineering company located in Fort Walton Beach, Florida. The firm has provided engineering services to private citizens, as well as Federal, State, and Local Governments since 1969. HG provides electrical engineering for buildings or sites of all types for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities, school districts, private developers and architects. Facility electrical design includes interior and exterior power distribution and control. Their services include, but are not limited to:

- Detailed interior and exterior lighting modeling, simulation, analysis, specification, and control
- Advanced metering, utility monitoring and control systems
- Utility primary power distribution either overhead or underground
- Power distribution system modeling and coordination studies – medium and low voltage
- Emergency generation systems and energy security stand-by systems
- Telecommunications systems: data, voice or CCTV
- Outside plant telecommunications (wired or wireless)
- Coordinating Information Assurance to provide connectivity across government networks
- Airfield navigational aids
- Lightning protection systems

Experience

With decades of experience in the local government consulting environment, we are accustomed to working within the team environment. Some of the recent projects completed by our electrical engineering group include:
Okaloosa County Administrative Building
Ft. Walton Beach Housing Authority
City of Ft. Walton Beach Fire & Police Station
Destin Water Users Arc Flash
Okaloosa County Courthouse
Washington County Courthouse

Electrical Staffing

The BDI team has selected a group of highly qualified professionals for all electrical engineering work under this contract. Christopher Garick, P.E. will provide the senior technical leadership for all electrical engineering related assignments. Below is the key personnel associated with the production of electrical products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each electrical engineering project assignment, Alan will be assisted by Christopher Garick, P.E. When required, Christopher and any required members of his team will meet regularly with the City and their designated project team, obtain available data, conduct field investigations, design coordination, and design analysis. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

ENVIRONMENTAL ENGINEERING

For all environmental project assignments under this RFQ, BDI has teamed with Geosyntec Consultants. Geosyntec is internationally known for their technical leadership, broad experience, and exceptional client service in the following areas: Hydrogeological, Water and Natural Resources Assessment, Contaminated Site Assessment and Cleanup, Environmental Planning and Management, Management and Restoration, Waste Management Planning, Engineering, and Design.

Through the NCHRP, Geosyntec has led or helped produce reports on highway runoff research needs, stormwater best management practice (BMP) selection and design, runoff volume reduction and infiltration guidance, construction stormwater management, bridge deck runoff quality control, National Pollutant Discharge Elimination System (NPDES) permitting, Total Maximum Daily Load (TMDL) compliance, managing deicing and anti-icing runoff, and watershed-based approaches to achieving Clean Water Act (CWA) goals.

Experience

A representative sample of our project experience for environmental engineering services:

FDEP Environmental Sampling
Mahogony Mill Boat Ramp
FDEP Coyote Navarre Closure Design/Bid
FDEP Coyote Site Closure Evaluations
Groundwater and Hydrogeologic Services

Hydrogeological Staffing

The BDI team has selected a group of highly qualified professionals for all hydrogeological environmental engineering work. Under this contract Crystal Townes, P.G. will provide the senior technical leadership for all hydrogeological engineering related assignments. In addition, Geosyntec/ BDI Team will utilize in-house technical support resources including professional engineers, CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hydrogeological environmental engineering project assignment, Alan will be assisted by Crystal Townes, P.G. When required, Katie and any required members of her team will meet regularly with the City and their designated project team, as required to ensure the technical integrity of BDI deliverables.

GEOTECHNICAL ENGINEERING

For all geotechnical and soils engineering project assignments under this RFQ, BDI has teamed with a recognized leader in the geotechnical profession, Southern Earth Sciences, Inc. (SES) All services performed by SES will be accomplished from the firm's local office in Destin. SES was founded in Panama City in 1983; over the past 26 years, the company has completed over 25,000 geotechnical and environmental projects. SES specializes in geotechnical and construction materials testing, environmental site assessments, contamination assessments, asbestos and lead-based paint consulting, and landfill/ wastewater disposal sites. SES has a long history of working with the BDI team throughout the Florida panhandle; engineers at BDI and SES have completed the full range of project types together – the team is intimately familiar with the local conditions, construction techniques, construction capabilities and the local construction materials market.

SES Capabilities

SES laboratories are inspected and certified yearly by the Construction Materials Engineering Council and participate in proficiency testing programs sponsored by CMEC. In December, 2006, their laboratory was inspected by the Corps of Engineers and received Corp validation with no deficiencies. Their firm is pre-qualified by FDOT for Group 9 services (all except 9.5). Engineering technicians are certified by the American Concrete Institute (ACI), the Construction Training Qualification Program (CTQP), and the Florida Department of Transportation (FDOT) for various services.

Professional and trade organization memberships include the American Council of Independent Testing Laboratories (ACIL); the American Society of Civil Engineers (ASCE); the American Concrete Institute (ACI); the National Water Well Association (NWWA); and the American Society of Testing and Materials (ASTM).

Experience

Many of the projects presented were accomplished with soils investigations and/or other services provided by SES engineers. In fact, BDI engineers from Tallahassee, Florida to Mobile, Alabama regularly work with SES on the full range of civil, environmental and transportation projects. In and around the Destin area, SES has provided geotechnical engineering services for a number of projects, including:

Harbor Blvd Development
Vintage Destin Apartments
Siebert Avenue Subdivision
SR 30 (US98) Widening
Southern Cross Plantation
Destin Bridge
Destin Yacht Club
Fisherman's Wharf
Commons Drive Extension
Henderson Beach

SES-BDI Staffing

As indicated above, BDI and SES have been working as a team on projects around the Florida Panhandle for over two decades. Our staff members are very familiar with one another and have developed very effective professional relationships. In teaming with SES, the BDI team brings this well-integrated working relationship to the City of Destin. Logan Fowler, P.E. will provide the senior technical leadership for all soils testing and geotechnical engineering related assignments. In addition, the SES/BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. Because virtually every project likely to be issued under this contract will require some measure of sub-surface investigation, Alan and the other senior technical staff will be working closely with Logan Varner, P.E. on a regular basis. As the SES technical lead, Logan will be available to meet with the appropriate project team members or City staff, as required.

HAZARDOUS WASTE

BDI has teamed with Geosyntec Consultants to handle all Hazardous Waste needs for this RFQ. Geosyntec is a recognized leader in waste containment facility permitting and design. From concept to implementation, they assist clients in achieving efficient, safe, and secure containment of their regulated wastes that require land disposal.

Geosyntec professionals assist clients in increasing commercial viability, achieving and maintaining compliance, and ensuring that short- and long-term needs are met for new and existing sites and projects. They are experienced in the permitting, design, and construction of expansions and closures of:

- Municipal solid waste (MSW) landfills
- Hazardous waste landfills
- Coal combustion residual landfills
- Construction and demolition waste landfills
- Radiological and mixed waste landfills
- Tailings impoundments
- Mine waste rock piles and dumps

Geosyntec's waste containment practice specializes in addressing the most complex and challenging projects through our innovative technologies and designs. Practitioners assist clients with permitting greenfield sites and existing site expansions, maximizing disposal capacity, and solving complex site challenges. Practitioners also provide investigation, design, permitting, and construction oversight for on-site disposal facilities for cost-effective, safe on-site disposal of soils, sludges, and miscellaneous debris with a broad range of contaminants, including mercury, PCBs, and volatile and semi-volatile organic compounds.

The applied research of Geosyntec's practitioners has defined the state of the practice for more than 30 years. Through our close relationships and collaborative efforts with both government entities and academic institutions, Geosyntec is often first-to-field with emerging technologies and practices, and many of the waste containment design and methodologies they pioneered in the 1980s are now today's standards in the field. From developing guidance documents and guidelines for the U.S. Environmental Protection Agency (EPA), Environmental Research and Education Foundation (EREF), and the Interstate Technology & Regulatory Council (ITRC.)

Staffing

The BDI team has selected a group of highly qualified professionals for all Hazardous Waste engineering work under this contract. Joseph Applegate, PG, will provide the senior technical leadership for all Hazardous Waste related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Joseph. When required, Joseph and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

HVAC/MECHANICAL

For all HVAC and mechanical project assignments under this RFQ, BDI has teamed with a reputable Pensacola engineering firm, Schmidt Consulting Group, Inc. Schmidt Consulting Group, Inc. (SCG), a small business established in Pensacola, FL in 1987, provides mechanical, electrical, plumbing, structural, communications, LEED, energy management, and commissioning services. SCG's full range of services includes planning, design, construction documents, construction administration, bid documents, contract administration, special structural inspections, and commissioning for new facilities, additions and renovations. The firm's reputation for quality, responsiveness and timeliness has been demonstrated through successful projects for many private, federal, state and local entities. Each discipline is led by a professional with over 20 years of experience. SCG staff includes Professional Engineers, Certified Commissioning Agents, LEED Accredited Professionals, Energy Managers and experienced Project Managers. The firm's long history of working in the Gulf Coast region has developed strong relationships with a variety of architectural, engineering and specialty design firms. We have a thorough understanding of the requirements and are highly qualified to evaluate existing facilities and develop recommendations for renovations and new state-of-the-art buildings.

A representative sample of SCG's project experience for Mechanical and HVAC engineering services:

- City of Gulfport Charles Walker Community Center – Gulfport, MS
- City of Pensacola City Hall – Pensacola, FL
- City of Pensacola Southwest Branch Library – Pensacola, FL
- City of Pensacola Housing Office – Pensacola, FL
- Escambia County One Stop Facility – Pensacola, FL
- Escambia County Brosnaham Sportsplex and Stadium – Pensacola, FL
- Million Air Fixed Base of Operations, Gulfport/Biloxi International Airport – Gulfport, MS
- Pensacola Regional Airport Explosion Detection System – Pensacola, FL
- Pensacola Regional Airport Innisfree Jet Center – Pensacola, FL

Staffing

In teaming with Schmidt Consulting Group, Inc., the BDI team has selected a group of highly qualified professionals for all HVAC and mechanical engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Gene Schmidt, P.E. , CxA, CPD, LEED AP BD+C will provide the senior technical leadership for all HVAC and mechanical engineering assignments. Gene is a LEED accredited professional, with over 39 years

of experience as a mechanical engineer, primarily in HVAC, fire protection and plumbing design.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each HVAC and mechanical engineering project assignment, Alan will be assisted by Gene Schmidt. When required, Gene and any required Schmidt Consulting Group team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

HYDROGEOLOGIC SERVICES

For all hydrogeologic and environmental service assignments, BDI has teamed with Geosyntec Consultans. Founded in 1983, Geosyntec is a consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, and natural resources. Their expertise in efficient site characterization, including sites that exhibit complex groundwater flow regimes, has distinguished our firm and practitioners as leaders in the assessment and remediation of groundwater. Their practitioners are highly skilled in addressing a broad suite of contaminants, including metals, chlorinated organic chemicals, petroleum hydrocarbons, and emerging contaminants, and utilize award-winning, technology-based remediation strategies that are often first to field. Many of our hydrogeologists specialize in modeling the fate and transport of contaminants through the most difficult types of media, including fractured and karst bedrock.

They work closely with clients to fully understand their specific challenges and assist them in successfully navigating the complex regulatory environments that projects may encounter. Geosyntec's engineers and scientists guide them through every step and develop precise characterization and diagnostic tools that improve their ability to achieve site-specific remedial action objectives within a reasonable time frame utilizing cost-effective solutions.

Once a site has been characterized, team members are adept at applying ex situ and in situ remedial technologies, long-term monitoring, and other site management strategies. While they are highly experienced in conventional approaches and technologies, they are practice leaders in the application of state-of-the-art in situ remedial technologies, including:

- Bioremediation and bio augmentation
- Chemical oxidation
- Chemical reduction
- Thermal remediation

They specialize in the assessment and remediation of sites where sediments have been impacted by a wide range of contaminants including metals, crude oil and refined petroleum compounds, polynuclear aromatic hydrocarbons, pesticides, and PCBs. Their conservation, remediation, and restoration experience includes sites ranging from small, intermittent flow streams to large man-made and natural lakes, as well as complex rivers, estuaries, and harbor systems. Geosyntec's multidisciplinary approach brings together nationally recognized in-house specialists in engineering, ecology and biological sciences, risk assessment and applied toxicology, and earth sciences to

address the complex issues associated with contaminated sediment management.

To fully comprehend and address complex sediment challenges, their practitioners employ adaptable treatability studies that provide essential data for sediment management projects to assist our clients and so Geosyntec design engineers better understand the physical, chemical, and biological processes that can help mitigate potential risks. These studies are critical for understanding and demonstrating attenuation processes that can occur in sediment if natural conditions are maintained, cap material is placed on top of sediment, or enhancements are added to the sediment or cap material.

Staffing

In teaming with Geosyntec Consultants, the BDI team has selected a group of highly qualified professionals for all hydrogeologic work under this contract. Individual professional resumes for key staff have been included in Section 3. Crystal Towns, PG will provide the senior technical leadership for all hydrogeologic and sciences-related assignments. In addition, the Geosyntec/BDI Team will utilize in-house technical support resources including CAD technicians, scientists, field personnel, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring hydrogeological services, Alan will be assisted by Crystal Towns, PG. Required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

SOLID WASTE

BDI has teamed with Geosyntec Consultants to handle all Solid Waste needs for this RFQ. Geosyntec engineers and scientists offer decades of experience in the design, construction, and long-term maintenance of waste containment and processing facilities, including central operations where commingled or source-separated recyclables are processed mechanically, or manually to meet market specifications for sale.

Geosyntec consults with solid waste planners and engineers as they establish technical specifications, conduct material analysis, and seek to improve manual and mechanical materials separation and recovery approaches at their recycling facilities handling thousands of tons of waste each day throughout the world.

Geosyntec engineers provide advanced designs for new and established facilities, as well as technical services for waste characterization, mass balance, and technology selection, including recommendations for fixed and rolling equipment to enhance operations. They also analyze human factors related to waste recovery and separating and consult on best management practices for raw material and product storage.

In just one example, Geosyntec aided the Solid Waste Authority of Palm Beach County, Florida in the innovative installation of a disc screen system for commercial fiber. County officials sought to increase the overall efficiency of their existing recycling facility and, if possible, to mechanize the operation while increasing the quality of the finished product, thereby improving its marketability and revenue potential.

Geosyntec met or exceeded each of these goals. Efficiency increased from approximately nine tons of product recovered each hour to an average rate of about 17 tons per hour, ramping up to as much as 20 tons per hour when needed. The amount of manual labor used in the processing operation was also substantially reduced, and the overall quality and marketability of the finished products were improved using a combination of a pre-sort station, the disc screen, and an improved ability to perform quality control inspections.

Staffing

The BDI team has selected a group of highly qualified professionals for all hazardous/solid waste engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Kwasi Badu-Tweneboah, Ph.D, P.E., will provide the senior technical leadership for all solid waste engineering related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Dr. Kwasi. When required, Dr. Kwasi and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

STRUCTURAL ENGINEERING

For vertical construction and general horizontal project assignments requiring structural engineering services under this RFQ, Baskerville-Donovan (BDI) can provide all structural engineering as required under this contract. The BDI structural engineering staff is experienced in foundations, slabs, bridges, steel building frames, reinforced concrete building frames, piling, marine structures, pier structures, retaining walls and culverts. BDI has maintained a structural engineering group since 1997.

Experience

BDI structural group has provided designs for apartment buildings, public facilities, hospitals, schools, churches, bridges, banks, piers, retaining walls, breakwaters, boat ramps, bulkheads, vehicle ramps, parking garages, wastewater treatment plants, cinemas, U.S. Post Offices, air traffic control towers and a US Embassy.

Staffing

As indicated above, BDI engineers have been working on projects around the Florida Panhandle for decades. In recent years, our staff has been involved in plant designs for wastewater treatment facility upgrades at Destin Water Users. Our staff members have developed very effective professional relationships. The BDI team brings this well-integrated working relationship to the City of Destin. As indicated in the team organization chart, Thomas Williams, P.E. will provide the senior technical leadership for all general and vertical structural engineering assignments.

In addition, BDI will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring general structural engineering services, Alan will be coordinating directly with Thomas Williams, P.E. Thomas has been working with Alan on recent projects and brings a formidable record of professional accomplishments to the City of Destin. As the BDI technical lead, Thomas will be available to meet with the appropriate project team members or City staff, as required.

SURVEYING

BDI is fully equipped and staffed to support the City of Destin with full land surveying and mapping services. BDI has a long history of surveying throughout the State. In fact, for many communities around Florida, our files include some of the oldest surveys available. Over time, our company culture has become increasingly defined by loyalty. Many members of our survey staff have celebrated 10, 15, 20, and 25 year anniversaries with the firm. This type of mutual commitment between the company and the employee defines the BDI FAMILY. For our clients, this decades-old family atmosphere results in minimizing the "learning curve", regardless of how unique or challenging a job may be.

BDI is large enough to handle almost any project, but small enough to guarantee that company principals will be directly involved in the surveying and mapping process. Despite the current economy, BDI continues to operate a high-quality surveying and mapping service line with 3 survey crews located in Florida. BDI has four registered Florida land surveyors available to serve the City.

For large projects, or projects with time-sensitive delivery requirements, BDI is accustomed to shifting survey equipment and personnel from one area of the state to the required region for extended periods of time. In these cases, BDI was able to utilize our extensive local resources and office locations to provide the additional crews at a minimal cost to the company or client. This operational experience guarantees that BDI has the capability and resources to effectively and efficiently serve the City.

Below please fine a comprehensive list of equipment for BDI survey crews in Florida:

4 WD GMC PICKUPs
TOPCON ROBOTIC TOTAL STATIONS
TOPCON REFLECTORLESS TOTAL STATIONS
HP48GX DATA COLLECTOR W/TDS SOFTWARE
ZEISS NI-2, AUTO LEVELS
SCHOENSTEDT MAGNETIC LOCATORS
CELL PHONES
MOTOROLA HAND HELD RADIOS
2007 KAWASAKI "MULE" ATV WITH TRAILER
1997 KAWASAKI "MULE" ATV WITH TRAILER
1999 KAWASAKI "MULE" ATV WITH TRAILER
GPS RADIO TRANSMITTERS
PIPE HORN UNDERGROUND UTILITY LOCATOR
UTILI-VAC VACUUM EXCAVATION EQUIPMENT WITH AIR LANCE AND 4"
TWO HYDROGRAPHIC SURVEY VESSELS
DIGITAL CAMERAS
10' AND 16' TRIPODS
SAFETY EQUIPMENT (OSHA)
2016 AUTOCAD CIVIL 3D, SOFT DESK and AUTOCADD/LDD

SURVEYING

Coastal Expertise
For any specialized project assignments requiring coastal surveying services, BDI surveyors will support our team partners at Olsen Associates, Inc. With most of our offices located within coastal communities, much of this experience has been with projects involving the Gulf of Mexico and adjacent bays, bayous, rivers, and creeks. Our team has developed a unique understanding of project objectives and considerations in the local coastal environment.

Experience
For almost every project we engineer, BDI surveyors provide in-house land surveying services. BDI engineers and surveyors have been working together for over eight decades on projects all around the Gulf Coast. Our professionals operate as one, seamless team – these long term in-house relationships guarantee the integrity of the background design data utilized to engineer projects for our local government clients. Some of the projects that have involved BDI land surveying services include:
Gulf Breeze WWTP
City of Milton Canal Street Streetscape
Santa Rosa County Holley By The Sea Drainage
Pensacola Beach Pedestrian Bike Path
City of Milton Waterfront Redevelopment / Riverwalk
Destin Water Users GIS Database
Destin Water Users Headworks Facility
Quietwater/Pensacola Beach Re-nourishment

Land Surveying Staffing
The BDI team has selected a group of highly qualified professionals for all land surveying work under this contract. Scott Mills, PSM, will provide the senior technical leadership for all assignments that involve surveying.

A successful business relationship begins with a good understanding of the client's needs. BDI surveyors are prepared to fully engage the professional staff at the City of Destin as required to ensure that your expectations are exceeded. We have the ability to RESPOND QUICKLY, provide RESULTS THAT LAST, and meet or beat the project BUDGET. Furthermore, we remain committed to a quick turnaround of final deliverables despite the provision of limited background data and other informational resources up front. BDI will meet the requirements of the City of Destin in two ways: (1) RESPONSIVENESS and (2) ABILITY TO PROVIDE A QUALTIY PRODUCT IN A TIMELY MANNER.

Communications
For all assignments involving surveying services, the City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will be assisted by Scott Mills, PSM. When required, Scott and any required members of his team will meet with the City and their designated project team, obtain available data, and spend a significant amount of time in field investigations, team coordination, and data analysis. All of the results of planning project surveying efforts will be communicated to City professional staff on a regular basis.

TRANSPORTATION/TRAFFIC ENGINEERING

Over the decades, BDI and our team partners have assembled a formidable resume of professional experience in the area of Transportation and Traffic Engineering. We are proud of our accomplishments and are pleased to present the City of Destin with our technical experience and capabilities in this important area of our consulting services.

Transportation Capabilities

Our transportation expertise includes a broad range of service areas, including: transportation engineering, roadway design, airfield design, multi-modal design, bridge design, transportation planning, traffic engineering, highway lighting, route surveying, stormwater design, environmental permitting, real property, construction administration and public involvement. Over the years, BDI has completed hundreds of large-scale transportation projects for local municipalities, counties, and both the Florida and Alabama Departments of Transportation. Our team has the in-house staff depth required to accomplish all of the major elements of any transportation project, large or small.

Road & Bridge Design

Our staff of professionals are experienced in the review, analysis and design of all roadway engineering elements. These capabilities/skills include criteria compliance, drainage, maintenance of pedestrian and vehicular traffic during construction, access management, cost estimates, specifications, constructability and schedules.

We understand and are very proficient in all technical aspects of roadway design, including horizontal and vertical geometry, drainage, pavement marking and signing, signalization, lighting and landscaping. Most importantly, we are keenly aware of the rising cost of construction and allocate sufficient time and effort to the development of comprehensive construction cost estimates throughout project design phases. This enables our engineers to recommend cost reduction design alternatives whenever cost estimates exceed the allocated budget.

Our staff is extremely familiar with the Department of Transportation's Design Criteria. However, we recognize that less restrictive "Florida Green Book" criteria controls municipal and local government roadway design; (with the exception of projects participating in state or federal funding). The resulting roadway designs will always be in conformance to ADA standards and other agency permit requirements; our goal will be to satisfy the functional and technical requirements of the City of Destin.

Utilities

BDI understands the important role that existing utilities play in the planning, design and construction of roadway projects. Because BDI helped to design many of the utility systems around Destin, we are uniquely qualified to deal with the existing utilities surrounding almost any project in the area.

Immediately following a project assignment, BDI will review and analyze all available City, County and private utility information, as-builts and any other available data. In every case, BDI will meet with the responsible City professionals to identify any required or proposed utility adjustments associated with individual project assignments. BDI engineers will conduct field investigations of existing water, sewer, gas, electrical and telecommunications lines to determine location and condition of existing facilities. As a part of this effort, BDI will meet with all affected utility companies to gather information on existing and proposed utilities. During design development, utility companies will be provided with preliminary plans for mark-ups related to existing and proposed facilities. BDI will further analyze and provide suggested alternatives to minimize construction costs and utility disruptions during the construction phase.

TRANSPORTATION/TRAFFIC ENGINEERING

Maintenance of Traffic
Maintenance of Traffic (MOT) is an important component of any roadway project. In particular, many of the roadways around Destin are characterized by high-volume traffic; BDI engineers are aware of the challenges associated with developing roadway projects in congested areas – we are prepared to ensure that high-quality MOT plans are provided for each assignment under this RFQ. We are also aware that the City of Destin is committed to ensuring that pedestrian and cycle traffic is encouraged. Our MOT plans will be very considerate of the maintenance and safety of all multi-modal traffic.

In Destin, peak traffic flows can be extreme. For any identified "technically challenging" projects, the feasibility and cost associated with Maintenance of Traffic for each alternative will be determined. In these isolated cases, special emphasis will be placed on access issues relative to special events, access to adjacent property owners, and safety for pedestrians and vehicles. Specific features of each alternative (such as utility or drainage crossings, cross-street traffic, bicycle traffic, roadway profile adjustments, and roadway widening options, etc.) will be carefully evaluated relative to traffic flow to assure a cost effective and safe Maintenance of Traffic concept.

Experience
Some of the projects that have included civil engineering services include:
Pinestead-Longleaf Roadway Design
Canal Street Improvements
Berryhill Road Intersection Design
Beach Access Road
Pensacola Beach Pedestrian / Bike Path

Transportation Staffing
The BDI team has selected a group of highly qualified professionals for all transportation engineering work under this contract. Keith Guthrie, P.E. will provide the senior technical leadership for all transportation and traffic engineering-related assignments. The attached table gives the key personnel associated with the production of transportation products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, transportation engineer interns, administrative and support personnel.

Communications
The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each transportation and/or traffic engineering project assignment, Alan will be assisted by Keith Guthrie, P.E. When required, Alan and any required members of his team will meet regularly with the City and their designated project team, as required to ensure that workflow is efficient and timely. Where a project assignment requires specific public information requirements, Alan will be assisted by our Client Services Manager, Jeff Petermann, P.E. Jeff's career experience will help ensure that all public communications are effective. For projects that include a measure of multi-modal, pedestrian or cycle traffic, Alan and Keith, and the BDI team will be assisted by David Hemphill, ASLA. Over his 30-plus year career, David has produced a wide range of pedestrian, urban revitalization, trail park and other multi-modal projects in the panhandle.

MAPPING/GIS SERVICES

BDI is fully equipped and staffed to support our local government clients with the design, upgrade and/or implementation of GIS technologies. This state-of-the-art tool streamlines work flow, improves the integrity of data and substantially increases the efficiency of data collection and access. GIS is a problem-solving information resource that can be used to answer questions about the location of underground utilities, watershed characteristics, land use attributes, pollution impacts, public health concerns, and locations for a number of important infrastructural facilities such as water wells, manholes, traffic devices, etc. Through cutting-edge geo-visualization technologies, GIS affords the user with the opportunity to develop interactive that reveal the story behind the data.

GIS Applications

GIS combines the precision of CAD drawings with data management capabilities that provide a solid foundation for comprehensive planning. In today's regulatory environment, administrative requirements often demand data storage and querying capabilities for efficient management and reporting of assets. BDI GIS specialists work with our local government clients to help implement new GIS systems and upgrade existing databases.

Two dimensional infrastructure maps can become a dynamic representation of pending work orders, flow through a water system and/or zoning changes over time. Relationships between multiple datasets are revealed with GIS as it puts location-based information at our fingertips. GIS maximizes workflow and data sharing at the desktop and in the field. BDI helps our local government clients with design and development of existing or new GIS services in the following areas:

Asset Management
Demographic and Land-use Analysis
Geographic and Topographic Mapping
GPS/GIS Solutions
Address Matching

GIS/Mapping Advantages

With recent technological advances, geospatial solutions have become an inseparable part of business operation and management. BDI GIS specialists understand how a modern GIS can provide unprecedented access and insight into large, unmanageable databases. Visualization of feature data, the dynamic nature of GIS, along with its modeling and analysis potential, makes it an invaluable resource for mapping, storing and dissemination of spatial information. GIS gives our clients an opportunity to not only produce a map, but reveal the real story behind the data through cutting-edge geo-visualization techniques.

At BDI, we understand that the benefits of GIS are as boundless as its applications. This state-of-the-art tool equips us with cost-saving techniques that streamline workflow, improve our data integrity and increase data collection efficiencies. Our team of GIS specialists are ready to assist the City of Destin with any consulting services required to develop and/or upgrade the City's GIS resources.

Experience

For many of our local government clients, BDI submittals include deliverables formatted to efficiently integrate into existing GIS databases. As such, many of the projects featured herein were prepared to interface with GIS applications. In addition, BDI has provided GIS-specific services for a number of municipal, county and utility clients in Florida. In general, this experience involves database design, pilot projects, field data collection, database prioritization, staff training, etc.

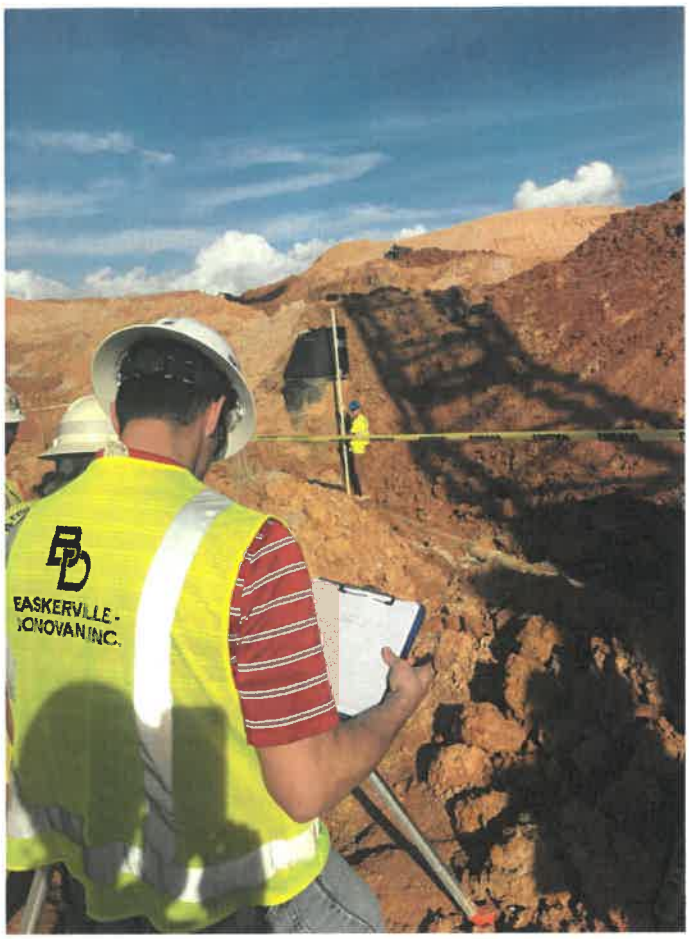
Staffing

The BDI team has selected a group of highly qualified professionals for all GIS work under this contract. For all GIS assignments, Alan Hart, P.E., who also serves as the BDI Project Manager, will serve as the direct technical lead. Hilary Bauer, E.I. will provide in-house GIS production leadership. In addition, the BDI team will utilize in-house technical support resources including GIS technicians, field personnel, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each assignment, Alan will be assisted by Hilary Bauer, E.I. For assignments requiring substantive field data collection efforts, Alan will be assisted by Scott Mills, PSM/PLS. When required, Alan, Hilary, Scott and any required members of the BDI GIS team will meet regularly with the City and their designated project staff. All of the results of planning, GIS design, and database development efforts will be communicated to City professional staff on a regular basis.

CONSTRUCTION MANAGEMENT SERVICES



The BDI team has been providing construction management and observation services in the Florida Panhandle since 1926. Our construction inspectors, technicians and project management staff are some of the most qualified and experienced professionals in the region. We believe that our long history of work in the region uniquely qualifies our staff. We understand the local construction materials markets, construction costs and local contractors better than any other firm in the market. In fact, many of the oldest construction documentation available in the panhandle is on file at BDI. We were around when the market was very small –before the big regional and national construction firms were interested in the Florida panhandle. As the local market has grown, our professionals have grown and adapted to the changing construction environment. Our construction management personnel are ready to provide the very best services to the City of Destin.

Capabilities

For any assignment under this contract, BDI is qualified and prepared to execute any required construction phase services. Our staff has a wide range of construction administration experience that could be engaged at any time to provide support to City staff:

- Bidding phase services
- Directional drill / boring experience
- Best Management Practices (BMP) in erosion control, dust abatement, dewatering system discharge, etc.
- Certifications of any related or required utility system modifications
- Engineering support for any required field adjustments or during construction
- Contractor claims resolution services
- Maintenance of Traffic (MOT) experience in FDOT, County and Municipal Rights-of-Way
- Preparation of daily construction reports and logs
- Review, approval and processing of contractor pay requests / applications
- Inventory logs and monitoring of contractor's stored materials
- Resolving utility conflicts during construction
- Prepare system inspection test reports and project punch lists
- Field Change Order preparation and execution
- Contractor Requests for Information (RFI's)
- Regular project meetings, meeting agendas and minutes
- Public, business and homeowner communications
- Review and approval of contractor submittals, shop drawings, RFI's, schedules, as-builts, etc.
- Preparation of any required project record drawings
- Preparation and maintenance of pre-construction and progress photo and videos logs
- Inter-agency, utility and property owner coordination

Our commitment will be to ensure that the best BDI experts are available and on site during any and all special construction operations and/or support service requirements. Locally and state-wide, BDI has multiple layers of technical redundancy available to evaluate, adjust, or provide design modifications during construction.

Construction Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. In the past, we have enjoyed working with the City to develop creative solutions to project issues. BDI will ensure that our designs are well conceived; they will include cost-savings strategies for maximizing the City's infrastructure development resources. We believe that our intimate historical knowledge of the local construction markets places us in a unique position to assist the City in developing highly accurate estimates of probable construction cost. To help establish accurate cost estimates, BDI engineers will consult early in the project development process with our construction management personnel.

CONSTRUCTION MANAGEMENT SERVICES

BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, pipeline alignment adjustments, construction staging, fast-track opportunities, phasing options, construction staging, haul routes, bidding strategies, etc. For the City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Contractor Claims

On occasion, a construction contractor will underbid a project. Over the years, BDI has become very familiar with the local construction bidding environment; our engineers and construction management staff work with our clients to ensure that all contractors are fully vetted during the bid phase of the project. Prior to recommendation of award, BDI professionals will execute a due diligence process as required to protect the City from unqualified bids. In every case, regardless of contractual conditions – BDI strictly protects the integrity of the contract documents and supports the public (and client) interest in the project. We believe that it is our duty to respect and support the City's mission and objectives in being good stewards of public infrastructure funding. More than any other consultant in the NWFL market, BDI has proven our resolve in the area of frivolous contractor claims; each of our professional staff has developed a superior understanding of the process for working through contractor issues efficiently and effectively.

Construction Management Experience

BDI is accustomed to providing in-house construction management services for the vast majority of the projects we design.

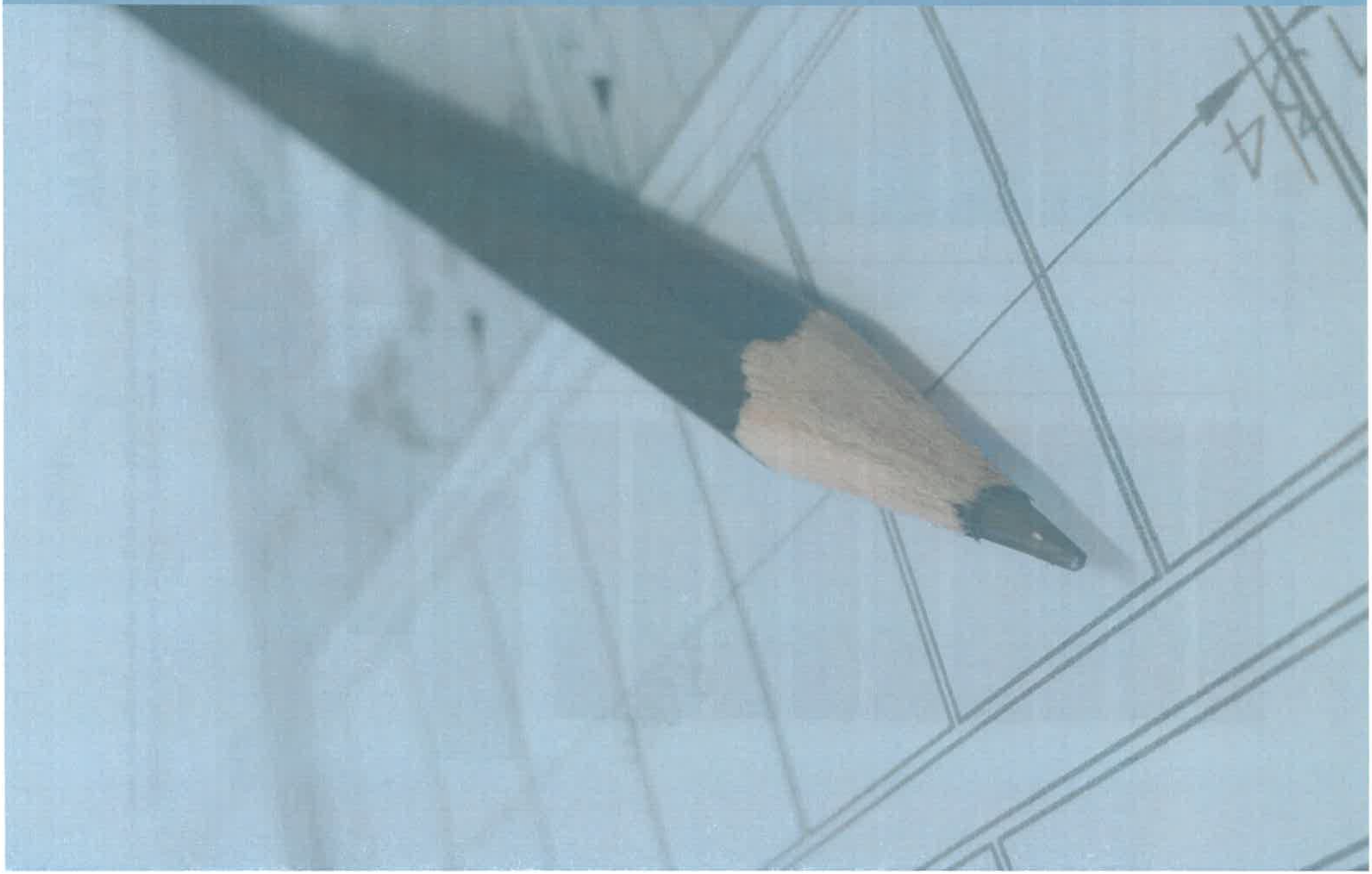
Construction Management Staffing

The BDI team has selected a group of highly qualified professionals for all construction phase services under this contract. Steve Farrell, Jr. CCI, CCPM will provide the BDI construction management for all construction phase assignments. Steve will be closely supported by a number of BDI construction personnel, including the project manager and technical lead for the project. In addition, the BDI team will utilize in-house technical support resources including additional construction inspectors, technicians, engineer interns and administrative personnel.

Communications

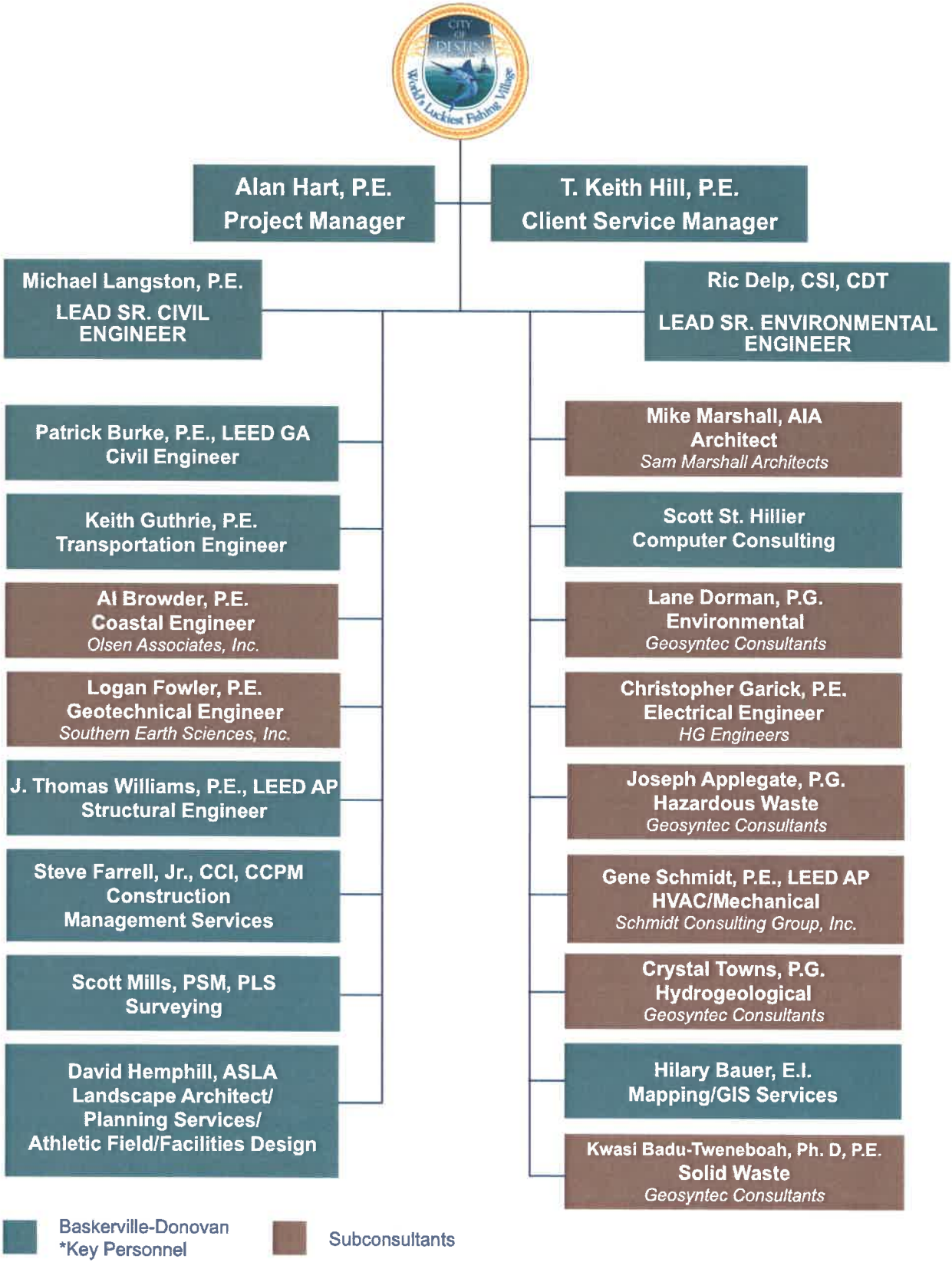
The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will remain directly engaged in all aspects of the project – from project inception, through the bidding and construction phase, to final acceptance by the City. As required, Steve and any required members of his team will meet regularly with the City and their designated project team throughout the duration of field construction operations; from contract award to final acceptance.

3. Project Team



PROJECT TEAM

Per the RFQ we have included the resumes for the four key project members. The staff chart below identifies the lead person for each category as listed in the RFQ. Additionally, we have included, if permitted, resumes for the additional team members for each category.



ALAN HART, P.E.

PROJECT MANAGER

Education: B.C.E., Civil Engineering, Georgia Institute of Technology
Registration: Professional Engineer: FL #58055
Certifications: URS Certified Project Manager
Years with BDI: 1; Other Firms: 23

Introduction

Mr. Hart serves as the Office Manager for BDI's Tallahassee office. His responsibilities include leadership in all aspects of environmental projects from funding, preliminary, design, and through the construction phases. Mr. Hart has 23 years of experience in water and sewer design, roadway, stormwater and maintenance of traffic. For the last 15 years of his career, Mr. Hart has retained the role of Senior Project Manager in-charge of all aspects of civil design, and managed over 5.5 million dollars in revenue over the past seven years. The majority of the work Mr. Hart has completed has been with the City of Tallahassee and Leon County. Mr. Hart is very familiar with the design standards, codes and permitting processes that are required for the Woodville Sewer System Project.

Experience

Slate Road 231 Pond Siting Report – *Tallahassee, FL*: Drainage Design Engineer. Mr. Hart completed the majority of the work effort on a Pond Siting Report for the State Road 231 project. The report included locating ponds, preliminary pond sizing and layout and a feasibility matrix to determine the optimal layout of the proposed ponds.

Richardson Road Drainage Improvements – *Tallahassee, FL*: Project Manager/Engineer of Record. The purpose of this project was to alleviate flooding of Richardson Road by constructing high capacity inlets in specific areas along the roadway and then to convey the stormwater through a closed system to the existing outfall.

Ridge Road Capacity Project – *Tallahassee, FL*: Project Manager/Engineer of Record. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane capacity project in District 7.

Copeland Street Stormwater Analysis – *Tallahassee, FL*: Project Manager/Engineer of Record. The City of Tallahassee Infrastructure Department was developing plans to upgrade the sanitary sewer system on Copeland Street and engaged the City of Tallahassee Stormwater Department to develop a preliminary re-design of the closed conveyance system and roadway inlets to alleviate any potential conflicts. Mr. Hart analyzed the existing pipe conveyance system and the drainage inlets to determine what upgrades to the system could be performed and where conflicts could be resolved. This project was completed and is awaiting the design/ constructability phase.

Ulmerton Road Widening Project – *Tallahassee, FL*: Drainage Design Engineer. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane to 6 lane widening project in District 7.

Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HART, BYRON ALAN

5361 PADDINGTON DRIVE
TALLAHASSEE FL 32309

LICENSE NUMBER: PE58055
EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

T. KEITH HILL, P.E.

CLIENT SERVICE MANAGER

Education: MS, Civil/Environmental Engineering, Auburn University;
BS, Zoology, Auburn University
Registrations: Professional Engineer: FL #61703
Years with BDI: 20; Other Firms: 0

Introduction

Mr. Hill's experience in the field of environmental engineering includes proficiency with unit process calculations and design of wastewater treatment facilities. He is skilled at conducting hydraulic modeling and transient surge analysis of municipal water distribution systems. His experience with municipal water systems includes performing utility audits, master planning, and the design of water treatment and distribution systems. As BDI's Chief Operating Officer, Mr. Hill provides the senior project oversight of the design team's efforts ensuring satisfaction of client communications and of Baskerville-Donovan's standards of excellence.

Experience

Prieto Road Improvements – *Pensacola, FL*: QA/QC Officer for the reconstruction of a section of roadway that suffered catastrophic failure due to the severe flooding during the April 2014 historic rain event. Project involved the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Pensacola Beach Master Plan – Toll Plaza Approach Improvements – *Escambia County, FL*: QA/QC Officer for Escambia County to widen the approach from the Bob Sikes Bridge to the Pensacola Beach Toll Plaza, to improve traffic flow and relieve confusion for motorists. The project also improved access for a side road parallel to Pensacola Beach Boulevard, included a bike lane from the bridge through the toll plaza, and a crosswalk across Pensacola Beach Boulevard. Responsibilities included roadway alignment design, resurfacing design, stormwater design, and utility coordination.

Roadway Improvements for US Highway ALT 90 (SR-10) – Navy Federal Credit Union – *Escambia County, FL*: QA/QC Officer for widening of US Highway ALT 90 in front of the new phases of Navy Federal Credit Union in Escambia County. Concrete lined channels and roadside ditches were upgraded to drainage structures and concrete pipe to improve drainage issues. Groundwater and unsuitable soils were encountered during construction and an underdrain system was designed to drain the soils. Responsibilities included widening and resurfacing design, underdrain design, FDOT Permitting for utilities, widening, and driveway connection, coordination with FDOT inspectors, and drainage design.

Pensacola Beach Master Plan, Access Roadway Improvements – *Escambia County, FL*: QA/QC Officer for Escambia County included the design of a new roadway which will connect an existing access road to a popular parking lot and allow for improved traffic flow in the "Core Area" of Pensacola Beach. The project includes pedestrian crosswalks, additional parking on Pensacola Beach, and improved drainage in existing parking lots. Responsibilities included the site design, drainage analysis, drainage design, pond size analysis and pipe sizing. Duties also included pavement design, traffic control devices, pedestrian crossing design and striping.

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

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HILL, TRAVIS KEITH
3400 RIVER GARDENS CIRCLE
PENSACOLA FL 32514

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MICHAEL LANGSTON, P.E.

LEAD SR. CIVIL ENGINEER

Education: BCE, Civil Engineering, Georgia Institute of Technology, 1989
Registration: Professional Engineer: FL #49463
Years with BDI: 24; Other Firms: 6

Introduction

Mr. Langston's experience as a Civil Engineer includes services specializing in commercial and residential land development. His responsibilities have included planning, designing, permitting, and drafting for land development projects. His management experience has provided effective coordination between engineering design and construction. He has also been involved in infrastructure planning for public entities and design of roadways, stormwater management systems, water distribution systems, and wastewater collection systems. While in the U.S. Army, he served as a Cartographic Draftsman in the production of topographic and military maps.

Experience

Navy Federal Credit Union Office Complex – *Escambia County, FL*: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold–certified building in the state of Florida.

Pensacola Beach Toll Plaza Restoration – *Pensacola Beach, FL*: Realignment of traffic lanes through plaza, site grading, handicap access, stormwater management, sanitary sewer pump station and force main, specifications and permitting.

Bob Sikes Toll Plaza Renovations – *Pensacola Beach, FL*: Engineer responsible for the design of the modification from three existing operational traffic lanes to four – widening each lane from 8' to 14' across. Pedestrian cross walks and handicap accessibility were included in this design, as well as safety barriers and crash protection to the buildings.

Pensacola Beach Access Road – *Escambia County, Pensacola Beach, FL*: Project Manager for North South Beach Access Road from Quiet Water Beach to Bob Sikes Fishing Pier. Project Included roadway design, utility coordination and relocation, stormwater design, pedestrian and bicycle facilities, and the northern gateway crosswalk that included solar powered RFB's and embedded lighting in the crosswalk.

Via De Luna Roadway Improvement – *Pensacola Beach, FL*: Design Engineer for this project, which included upgrades to the signalized intersection on Pensacola Beach, utility and stormwater improvements, and capacity upgrades (four lane) to Via DeLuna. Project was unique as it required accommodating large volumes of beach visitors in a narrow time frame. Design reversed the circulation pattern, eliminating several conflicting left hand movements, installed medians and dramatically decreased the number of traffic accidents in the core area of the beach.

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LANGSTON, MICHAEL D.
2705 PAZ PLACE
PENSACOLA FL 32526-0000

LICENSE NUMBER: PE49463
EXPIRATION DATE: FEBRUARY 28, 2021

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RIC DELP, CSI, CDT

LEAD SR. ENVIRONMENTAL ENGINEER

Education: BS Environmental Engineering, Kennedy – Western University
Registration: "A" Water Treatment Plant Operator: FL; Certified Construction Document Technologist (2007)
Years' with BDI: 19; Other Firms: 22

Introduction

Mr. Delp has more than forty years of experience in the management and operation of utility systems. He was manager of the Midway Water System in Santa Rosa County, and managed the Utility for before joining Baskerville-Donovan, Inc. as a Design Engineer in the Environmental Services Division. He was responsible for all aspects of utility system design, operation and management, developing operating procedures, maintenance requirements and staffing requirements for the Midway Water System with an annual operating budget in excess of $1,000,000. Mr. Delp has been with Baskerville-Donovan, Inc. for 19 years, 17 of those years as a Project Manager.

Experience

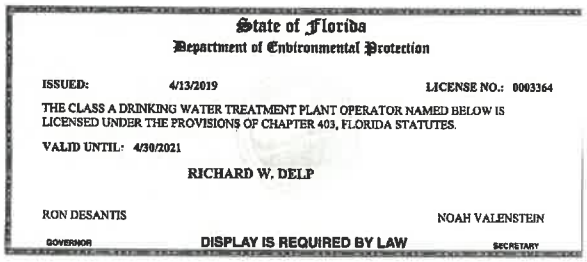
Gill-Bass Park and Canal Street – *Milton, FL*: Project Manager responsible for the design of the Gill-Bass Park and Canal Street Lighting project. The project provides for lighting along Canal Street and a portion of Caroline Street, landscaping, a park gazebo, walkways, a fountain, and decorative lighting.

U.S. 90/Glover Lane Utility Relocation – *Milton, FL*: Project Manager responsible for the major utility construction work performed on U.S. 90 and Glover Lane. This work included the addition of gravity sewer along U.S. 90 from west of McDonalds to the intersection of U.S. 90 and Glover Lane and north on Glover Lane to Lambert Drive where sewer service was previously provided by individual lift stations with a force main. The purpose of the project was to make gravity sewer service more readily available to our customers in this area.

Bobby Cato Lift Station CDBG – *Apalachicola, FL*: Project Manager for the design of the major rehabilitation of a lift station, a low pressure collection system extension, and residential connections to a new low pressure collection system, new water main valves, and water meter replacements.

DWU 2002 Master Water and Wastewater Plan – *Destin, FL*: Project Manager on this project to analyze all existing infrastructure, identify needs, and develop a long range plan for the utility system.

ECUA Central Water Reclamation Facility (CWRF) – *Pensacola, FL*: Project Manager responsible for the design for the construction of a new 22.5 MGD AADFAWT water reclamation facility located 14 miles inland from the existing facility. The project includes 5-stage biological basins for nutrient removal, secondary clarifiers, on-site sodium hypochlorite generation, rotating disc filters, screw presses for dewatering of biosolids and paddle dryers for biosolids drying. Effluent disposal includes discharge to Gulf Power's Plant Christ where the reclaimed water will be used for process cooling water in place of water from the Escambia River. Secondary effluent disposal will include slow-rate land application and distribution to industrial users.



State of Florida
Department of Environmental Protection

ISSUED: 4/13/2019 LICENSE NO.: 0003364

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

RICHARD W. DELP

RON DESANTIS
GOVERNOR

NOAH VALENSTEIN
SECRETARY

DISPLAY IS REQUIRED BY LAW

ADDITIONAL TEAM RESUMES

In addition to the resumes of the four key team members requested in the RFQ, we have also included, **if permitted,** resumes of other team members who will assist with this project.

PATRICK BURKE, P.E., LEED® GA

CIVIL ENGINEER

Education: MS, Civil Engineering, Mississippi State University; BS, in Civil Engineering, Mississippi State University
Registrations: Professional Engineer: FL #82313L; Maintenance of Traffic Advanced Level Training Course; LEED® Green Associate™; Greenroads®¬¬ Sustainable Transportation Professional #0000254
Affiliations: Society of American Military Engineers
Years with BDI: 2; Other Firms: 2

Introduction

Mr. Burke's experience in civil/transportation engineering includes preparation of construction documents and cost estimates for a variety of projects for local, county and city municipalities, experience in watershed modeling with ICPR and storm sewer design with ASAD, and preparation and submittal of permitting documents to the NWFWMD, FDEP, ACOE, and FDOT.

Experience

Navy Federal Credit Union Office Complex – *Escambia County, FL*: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold–certified building in the state of Florida.

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RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
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BURKE, JAMES PATRICK
3421 RIVERVIEW DRIVE
PACE FL 32571
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SCOTT ST. HILLIER

COMPUTER CONSULTING

Education: AA Degree, Computer Programming; Computer Electronics Technician
Years with BDI: 12; Other Firms: 13

Introduction

Mr. St. Hillier has over 20 years of experience providing network and systems integration and implementation consulting and installation for external customers. He has also provided technical assistance with regard to network and systems design and management. Scott also has extensive experience in providing network design, integration and implementation consulting for his clients as well as proficiency with the use of multiple operating systems.

Experience

Proficiency with the use of multiple operating systems includes:

Windows NT Server (v4.0 & 3.51)
NetWare v3.x & 4.x (NDS and Bindery Emulation)
Microsoft SQL Server v6.x (ODBC and MSDBLIB at client)
MDI Gateway - Database gateway product to perform data conversion between DB2/VSAM host data and MS SQL Server
Microsoft SNA Server configured to support PU 2, PU 2.1, LU 1, LU 2, LU 3 and LU 6.2 APPC TPs
Tangram's AM:PM software distribution product
NetWise (Middleware) - Provides workstation and server-based applications an API to facilitate Remote Procedure Call (RPCs) to IBM Host COBOL applications
NetSoft Print Server - Provides IBM Host printing in an NT Server/SNA Server LAN environment
RightFAX Fax Server - supporting direct inward dialing (DID) and dial tone multi-frequency (DTMF) faxing routing services
TCP/IP, Microsoft TCP/IP, IPX/SPX, Microsoft NWLink IPX-SPX, NetBIOS over IPX NetBIOS over TCP/IP 802.2
Microsoft TCP/IP WINS
Microsoft TCP/IP DHCP
Octopus v2.x with SASO configured for a many-to-one fail over solution
Windows NT Workstation v4.0/3.51
Windows 95
Windows for Workgroups v3.11
Windows v3.1
MS-DOS

Professional Achievements:

VMware Authorized Consultant (VAC)
VMware Certified Professional (VCP)
Citrix Certified Administrator (CCA)
Microsoft Certified Systems Engineer (MCSE)
Microsoft Certified Product Specialist (MCPS)
Master Certified Novell Engineer (MCNE)
Novell Enterprise Certified NetWare Engineer (ECNE)
Novell Certified NetWare Administrator (CNA) v4.x designation
Novell Certified NetWare Engineer (CNE) designation
Novell Certified NetWare Administrator (CAN) v3.x designation

HILARY BAUER, E.I.

MAPPING/GIS SERVICES

Education: BS, Civil Engineering, University of South Alabama 2014
Years with BDI: 4; Other Firms: 0

Introduction

Ms. Bauer serves as an Engineering Intern since graduating with a BS in Civil Engineering. Her development as a civil engineer has involved assisting in planning, permitting, and design of roadways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities. Project responsibilities include facilities planning and preparation of engineering reports, wastewater, stormwater, and potable water system permitting, design, calculations, and construction administration/inspection. Hilary's broad range of experience includes proficiency with Haestad design software such as StormCAD, PondPack and CulvertMaster, as well as ICPR 4. She also has experience in AutoCAD for both drafting and GIS, as well as ArcGIS and Mr.SID for GIS analysis and processing.

Experience

Pensacola Beach Master Plan – *Escambia County, Pensacola Beach, FL*: Engineer Intern: Design Team for the engineering review and project implementation of the Pensacola Beach Master Plan as presented by EDSA. Project included identifying Phase 1 and Phase 2 tasks and implementation of construction projects outside the peak season based on funding availability.

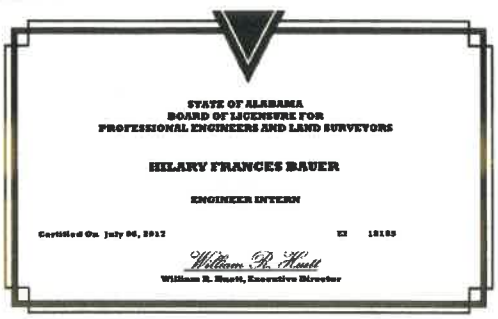
Stormwater Advisory Team (SWAT) County-Wide Stormwater Recommendation Report – *Escambia County, FL*: Engineer Intern: Project included reviewing all existing Escambia County basin study recommendations, establishing a uniform project evaluation and ranking criteria, and providing the county with a ranked Stormwater Needs Assessment list, as well as a white paper detailing SWAT recommendations for county-wide stormwater improvements. Ms. Bauer assisted with data collection and report preparation, as well as preparation of a ranked-project map book using GIS.

Navy Federal Credit Union Expansion - Phase II – *Escambia County, FL*: Engineer Intern: Assisting with design of wet and dry detention ponds, open channel, and closed stormwater systems for Phase 2 of the campus expansion. Assisting with developing best management practices (BMP) plan to control site erosion and sedimentation. Phase 2 stormwater improvements are being designed to complement those built during previous phases of construction and coordinate with those currently under construction. Assisting with inspection/administration and modifications of stormwater components currently under construction in consideration of Phase 2 improvements.

South Old Corry Field Road LAP Project – *Escambia County, FL*: Engineer Intern: LAP project for Escambia Co. to prepare construction documents for the repair of South Old Corry Field Road at its crossing with Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system would be constructed along with road and drainage repairs necessary.

Prieto Road Improvements – *Pensacola, FL*: Engineer Intern: Project involved the reconstruction of the roadway, hydraulic analysis and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread in to the vehicular travel lane during severe rain events.

Holley By The Sea Drainage Project – *Santa Rosa County, FL*: Engineer Intern: BDI providing professional engineering services for the Holley By The Sea Basin Study, which includes 8,580 acres of slightly sloped land with poor surface drainage features. The area for study and improvement includes several subdivisions with HBTS being by far the largest with approximately 5000 single family lots. The scope of this project is two-fold with the first phase being an engineering drainage study and master plan for an area of approx.15 sq. miles. Assisting with GIS data collection and processing for site analysis, modeling


STATE OF ALABAMA
BOARD OF LICENSURE FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS

HILARY FRANCES BAUER

ENGINEER INTERN

Certified On July 06, 2012 — 18185

William R. Hoult

William R. Hoult, Executive Director

STEPHEN J. FARRELL, JR., CCI, CCPM

CONSTRUCTION MANAGEMENT SERVICES

Education: BS, Risk Management/Real Estate, FL State University
Registrations: Certified Construction Project Manager: FL; Certified Construction Inspector: FL; NASDS Certified Diver: FL; 2-20 Insurance Agent: FL; Insurance Adjusters License: FL
Years with BDI: 30; Other Firms: 0

Introduction

Mr. Farrell has been involved in various projects ranging from inspection of roadway improvements to overseeing the construction of large municipal water and wastewater projects. As a Project Inspector, he is responsible for ensuring compliance with project plans and specifications. He is also experienced with many aspects of environmental permitting including cross-section details, volume calculations on dredge-and-fill permits, and gathering field information for FDOT and county/railroad use permits.

Experience

Military Point Lagoon – *Bay County, FL*: Construction Inspector. This project was a paved surface service road around the top of the berm. Approximately 12' wide and 6800 LF Long. Steve was responsible for QA of placement and verification of base material and subsequent leveling and friction courses of asphalt applied, quality control regarding temperature of asphalt and laying conditions. He also monitored quantities and the quality of the road work being performed during construction.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 – *Pensacola, FL*: Construction Inspector. This structure is a 2 pre-stressed concrete arch culvert bridge including pile and pile cap layout, with 700 feet of roadway supported by pre-stressed concrete wing walls. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

Bridges Over Pine Long Creek – *FDOT in Panama City, FL*: Construction Inspector. This structure is governed the analysis and design of the dual bridges. To provide hydraulic equivalency, the bridge length was set at 240'. For economy and constructability three equal 80' spans were chosen. The design utilized a continuous concrete deck cast over AASHTO Type IV Beams set on concrete pile bets. Both interior pile bents and abutments were supported by 24" square precast piles. Steve served as Construction Inspector on the project and was responsible for all inspection services and performed QA on the other structural components.

Deer Point Dam/Bridge Evaluation – *Bay County, FL*: Construction Inspector. This structure included underwater inspection and monitored installation of underwater emergency repairs. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

US 98/Thomas Drive Interchange – *FDOT in Chipley, FL*: Construction Inspector. This project was an expansion of an existing road from 4 thru-lanes to 6 lanes with frontage roads. It involved basic design, sidewalks, divided urban highway, lighted medians, closed drainage system, revisions to the existing signalization, additional turn lanes, and 8 access roads. Other components consisted of roadway and drainage design, maintenance of traffic, right-of-way acquisition, lighting, pedestrian features, and signalization. A three-level interchange connects three arterials with a major bridge. Due to the complexity of this project, more than one governing entity was involved. Steve served as Construction Inspector on the project responsible for inspection services for construction of this multi-level interchange.

Association of Construction Inspectors

aci association of construction inspectors

Stephen J. Farrell Jr.

Association of Construction Inspectors

CCI– Certified Construction Inspector

DAVID HEMPHILL, ASLA

LANDSCAPE ARCHITECT/PLANNING SERVICES/ATHLETIC FIELD DESIGN

Education: BSLA, Landscape Architecture, Iowa State University
Registration: Professional Landscape Architect: FL #LA0000502
Affiliation: American Society of Landscape Architects
Years with BDI: 40; Other Firms: 2

Introduction

Mr. Hemphill is the Senior Landscape Architect for BDI and provides technical expertise and project management on a variety of tasks. His experience includes large-scale resort developments and permitting through local, state, and federal agencies. He has served as project manager for federal projects involving airport runways, wastewater treatment plants, roadway repairs after Hurricanes Opal, Ivan, and Dennis and military training facilities. In addition, he has provided design services including site planning, subdivision design, park design, and planting and irrigation designs on projects throughout the Florida Panhandle. He serves as project manager and coordinator on numerous projects for the firm's key long-term clients with his responsibilities ranging from conceptual design through construction administration. He is a past member and Chair of the Florida Board of Landscape Architects.

Experience

Community Maritime Park – *Pensacola, FL*: Project Manager: Managed a controversial and contentious redevelopment project on a brownsfield site in downtown Pensacola. BDI provided design services to the Construction Manager including civil, electrical, structural engineering, survey, and landscape architecture. Project required both new and modifications to federal, state, and local permits.

Gulf Power Corporate Headquarters – *Pensacola, FL*: Landscape design for new office building and adjacent properties. Project included irrigation design and long-term maintenance program. BDI designed an innovative underground stormwater system requiring no retention ponds. Project is featured on FDEP's website.

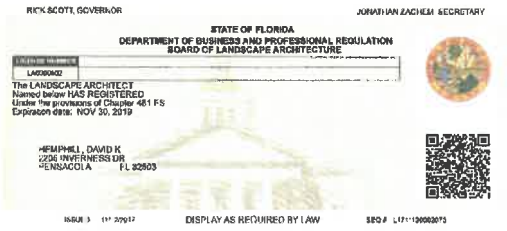
Niceville Downtown Redevelopment – *Niceville, FL*: Master plan, architectural and engineering design, surveying, and funding acquisition support for this state-of-the-art project. Features include a nature walk, a pavilion with a woodburning fireplace, a bridge over Turkey Creek, site furniture and lighting, a children's park and recreational facility.

CSO Bachelor Housing – *NAS Pensacola, FL*: Landscape Architect: Prepared planting plan, irrigation plan, amenities package, and minor sports facilities for a new barracks at NAS Pensacola. Project was delivered via a design-build contract. An Air Force facility aboard NAS Pensacola.

Milton Riverwalk Park – *Milton, FL*: Design, landscape architecture, and surveying services. This recreational space extending over the Blackwater River includes a 24-foot x 500-foot boardwalk, a gazebo, public parking, 2 pavilions, site lighting, site furniture, walkways, landscaping, and irrigation. The project received the State of Florida Design Arts Award

Baptist Medical Park – *Pensacola, FL*: Project Manager: Site planning, planting plan, and irrigation for a new 27 acre campus for out-patient medical services. Services included site planning, planting design, irrigation design, and pond planting.

Turkey Creekwalk Park – *Niceville, FL*: Project Manager: Master planning, funding acquisition support, architectural and engineering design, and surveying services. Features include a nature walk, pavilion with woodburning fireplace, and a bridge over Turkey Creek.


RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
LA0000502
The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS
Expiration date: NOV 30, 2019
HEMPHILL, DAVID K
2206 INVERNESS DR
PENSACOLA FL 32503
DISPLAY AS REQUIRED BY LAW

J. THOMAS WILLIAMS, P.E., LEED® AP

SR. STRUCTURAL ENGINEER

Education: BS, Civil Engineering and Environmental Sciences (BSE), University of Central Florida
Registrations: Professional Engineer FL #22282, AL #30714, USGBC LEED-NC Accredited Provider
Affiliations: ASCE - American Society of Civil Engineers, ACI - American Concrete Institute
Years with BDI: 21; Other Firms: 23

Introduction

Mr. Williams 40 year history of professional engineering expertise includes multiple continuing service contract applications for a range of client types. Mr. Williams has maintained project management and engineering design responsibilities for structural design and building prototype design manager for Sarasota County, Area A, C, K, and City of Carabelle Vacuum Sewer Station. His federal experience consists of USACE and individual military branch controlled construction projects stateside and in Latin America. Local continuing service contracts also involved projects for Pensacola Junior College, the Escambia County School Board, the City of Pensacola, the City of Gulf Breeze, the Santa Rosa Island Authority, Baptist Hospital facilities, City of Tarpon Springs and Dade City. Local and regional utility/infrastructure continuing service contracts served include Emerald Coast Utility Authority, South Walton Utility Company, Destin Water Users, Panama City Beach, Panama City, , City of Tarpon Springs, Dade City and other utility associations throughout the State of Florida.

Experience

South Old Corry Field Road LAP Project – *Escambia County, FL*: Senior Structural Engineer. LAP project for Escambia County is to prepare construction documents for the repair of South Old Corry Field at its crossing with Jones Creek. The roadway suffered a catastrophic failure following the April 29, 2014 rain event and associated damage caused by flood levels within Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system will be constructed along with road and drainage repairs necessary. The new bridge and road repairs will be designed to meet the uniform minimum standards and criteria prescribed by the Florida Statutes, as well as Escambia County Standards. A precast structure was selected to reduce construction time to facilitate the re-opening of the roadway.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 - *Pensacola, FL*: Senior Structural Engineer. Phase 1- Stormwater: A multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property and develop construction plans for a 65 acre technology park. The development occurred in multiple phases over the 6 years. The site/civil design included surveying, land division and platting, roadway design, on-site Stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, construction of box culverts and site lighting (and support structures for site lighting/intersection signalization). Construction administration was provided as necessary to approve pay requests and complete certification of permits. The Center is only the second LEED Gold–certified building in the state of Florida.

Canal Street Roadway Improvement – *Milton, FL*: Structural Engineer. The scope included removal and replacement of the entire roadway section. In addition, utility relocation was a big component of the work, including overhead power improvements, water and sewer adjustments, new curb and gutter, period street lights, new sidewalks, accessibility improvements, landscape improvements, and a new, modern signal at the intersection of Canal Street and Highway 90. This project was LAP Project & CDBG funded. Also provided design and construction inspection.

Pensacola Beach Toll Booth Renovations – *Pensacola Beach, FL*: Mr. Williams was a Structural Engineer on the 1999 modifications, which included the widening of lanes, the addition of administrative office space and parking facilities, restrooms conforming to ADA requirements, and a state-of-the-art computerized toll system.

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

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GUTHRIE, KEITH P.
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SCOTT MILLS, PSM, PLS

SURVEYING/MAPPING/GIS SERVICES

Education: University of West Florida
Registrations: Professional Surveyor and Mapper: FL #LS5509, AL #20892
Years with BDI: 32; Other Firms: 8

Introduction

Mr. Mills is the Pensacola Survey Manager. He has been land surveying with BDI for 26 years and for 7 years previously with an engineering firm in Huntsville, Alabama. His responsibilities include project management, staffing and scheduling, client relations, contracting, department supervision, and quality control. His experience is extensive in virtually every type of survey to include Right of Way, Boundary, Topographic, Photogrametric, Sectional, Construction, Geodetic and Control, ALTA/ACSM, Condominiums and Subdivision Surveys. Mr. Mills has managed many large-scale projects for County and City municipalities, FDEP, DOT, various utility companies such as ECUA, SWUC, FRUS, DWU and SSRU, private industries, commercial developments and federal government.

Experience

Roadway Improvements for US Highway ACT 90 (SR-10) – Navy Federal Credit Union – *Escambia County, FL*: Responsibilities included widening and resurfacing design, FDOT Permitting for utilities, widening, and driveway connection and drainage design. (2014)

Pensacola Beach Parking Lot and Secondary Roadway Improvements – *Santa Rosa Island, FL*: Responsibilities included design of proposed improvements for the milling, resurfacing, and drainage of existing surfaces. (2014)

Escambia County Road Improvement Projects – *Escambia County, FL*: Project Manager for the improvement of dozens of roads located throughout Escambia County. These road projects included Boundary and Topographic Surveys, as well as Right of Way Acquisition Mapping and covered hundreds of miles of rural roads.

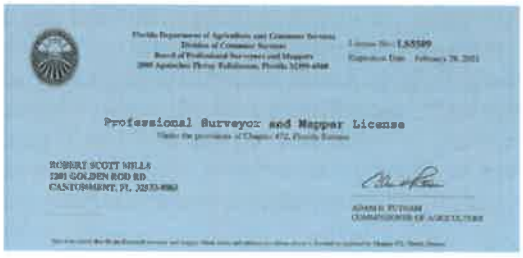
Escambia County Miscellaneous Road Paving Projects (Open-End Contract) – *Escambia County, FL*: Project Surveyor for the last 10 years for paving and drainage projects throughout the county. These projects required topographic/route surveys, deed research, and sectional and Right-of-Way surveys.

University Parkway Roadway Widening and Realignment – *Escambia County, FL*: Project Surveyor on the widening and realignment of a 2.2 mile four-lane divided highway. This project included the addition of bike lanes, sidewalks, and lighting and signalization.

SR 79 (from U.S. 98 to ICWW) Design Surveys – *Panama City, FL:* Project Manager design surveys for State Road 79, which included the development of all roadway and structure geometry, design of stormwater treatment and conveyance systems, and the identification of Right-of-Way requirements.

Pensacola Beach Roadway Improvements – *Pensacola Beach, FL*: Design surveys and construction control for roadway and intersection improvements.

FDOT Turnpike District – *Southern FL*: Survey Manager on the design surveys of miscellaneous sites around Southern Florida, including SR 92, the Florida Turnpike, and Veteran's Parkway.


Professional Surveyor and Mapper License

KEITH GUTHRIE, P.E.

TRANSPORTATION/TRAFFIC ENGINEER

Education: MS, Civil Engineering, Florida Institute of Technology; BS, Civil Engineering, University of Missouri-Rolla
Registrations: Professional Engineer: FL #47905
Certifications: State of FL Advanced MOT
Years with BDI: 10; Other Firms: 18

Introduction

Mr. Guthrie presently serves as Sr. Project Manager and Sr. Design Engineer on Civil and Transportation projects. He has worked with federal, state, and local government clients on projects throughout the Florida panhandle. His responsibilities include project design and management of roadway and stormwater projects involving PD&E studies, urban and rural roadway design, utility coordination, stormwater collection, treatment and attenuation, permitting, and construction management. Mr. Guthrie also prepares environmental documents, drainage reports, and stormwater master plans. He is currently working on a local government PD&E Study (Escambia County), drainage projects in Wakulla and Walton Counties, and the design of major roadway projects for Santa Rosa and Escambia County.

Experience

Via De Luna Roadway Improvements – *Pensacola Beach, FL*: Engineer of Record. The project consisted of the design, permitting and CEI of 3.44 miles of a four lane divided urban roadway with bike lanes, sidewalks, trolley stops, drainage, major utility relocations, traffic signals, maintenance of traffic (MOT), signage and pavement markings. Cost $14.0 M

Pinestead/Longleaf PD&E and Design – *Escambia County, FL*: Transportation Engineer. Located between Pine Forest Road and Highway 29, this corridor is a major highway and a vital link in the completion of an East-West Corridor. BDI was selected by Escambia County to complete a PD&E study, as well as the roadway design of the preferred route. BDI's task included survey and mapping services, public involvement, environmental permitting and roadway design. As Landscape Architect, Dave was in-charge of all landscaping as outlined in the project. This project was a jointly funded project with FHWA, FDOT and Escambia County and required close coordination with these agencies, as well as extensive public involvement.

Prieto Drive Improvements – *Escambia County, FL*: Roadway design for the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Drainage design included a vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Fort Pickens Roadway Improvements – *Pensacola Beach, FL*: Engineer of Record. The project consisted of the design, permitting and CEI of 2.0 miles of 2 lane urban and rural roadway including bike path, drainage, utility relocations, landscaping, irrigation, maintenance of traffic (MOT), signage and pavement markings. Cost $3.3M

Sandy Hollow Roadway Improvements – *Escambia County, FL*: Project Manager/Engineer of Record. The project consisted of the design, permitting and limited CEI for the construction of 2.5 miles of Rural roadway and drainage improvements including right-of-way determination and land acquisition assistance, road, drainage, water main construction, utility coordination, signing and pavement markings. Cost $1.2M

Navy Federal Credit Union - Brian L. McDonnell Center Phase II, – *Pensacola, FL*: Transportation Engineer: Phase II is a continuation of development on the 300 acre parcel in northwest Escambia County, Florida. The Phase 2 development area is located north of the existing 4-H pond and west of Navy Federal Way. The project includes two multi-story office buildings, two multi-level parking decks, access roads, retaining walls, one bridge, one overpass, Stormwater management facilities, and utilities to support the buildings and improvements.

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

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GUTHRIE, KEITH P.

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SUBCONSULTANTS

MIKE MARSHALL, A.I.A.

ARCHITECT –SAM MARSHALL ARCHITECTS

Education: Master of Architecture (1987) Texas A & M University
Bachelor of Business Administration (1980) Texas A & M University
Registration: Alabama, Florida, Registered Architect
Years with Sam Marshall Architects: 31; Other Firms: 0

Introduction

Mike Marshall joined Sam Marshall Architects in 1988, he is a registered architect with specific experience in projects for governmental agencies in Northwest Florida, working with facilities management, with staff members, and with administrators. As a project architect he has gained a knowledge of area soils / topography, utilities systems, and construction process that provide the necessary background for his role on this contract.

Experience

Emerald Coast Utilities Authority CWRF – *Escambia County, FL*: Role: Architect. This warehouse was designed to store and repair emergency generators for the ECUA lift stations around the Escambia County area. It contained indoor and outdoor covered storage areas, a maintenance shop, and offices, training rooms and employee break areas and showers. The facility is designed to withstand hurricane force winds.

Mobile Area Water and Sewer System (MAWSS) – *Mobile, AL*: Role: Architect. This project, was designed to house electrical equipment and switchgear for the Mobile area Waste Water Treatment Facility. The building had to be elevated due to its proximity to Mobile bay. Construction Administration was included in our scope of services on this project.

Wakulla WWTF, Administrative Office Building and Lab – *Sopchoppy, FL*: Role: Architect. This project was for the design of a new Administrative office and Lab for the Wakulla Waste Water Treatment Facility. Administrative spaces included offices, a conference room, and an employee break room. The building also included a motor control center for plant processes.

Destin Water Users, Lab Reroofing – *Destin, FL*: Role: Architect. This project consisted of reroofing an existing lab building at the Destin Water Users Reclamation Facility. Construction administration was included in our scope of work on this project.

Chipley WWTF, Administrative Office Building and Lab – *Chipley, FL*: Role: Architect. This project was for the design of a new Administrative office and Lab for the Chipley Waste Water Treatment Facility. Administrative spaces included offices, a conference room and an employee break room. Construction Administration was a part of the scope of work for this project.

Ron DeSantis, Governor
Halsey Beshears, Secretary
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AL BROWDER, Ph.D, P.E.

COASTAL ENGINEER – OLSEN ASSOCIATES, INC.

Education: PH.D., Coastal Engineering;
M. Eng., Coastal Engineering;
B.S., Mechanical Engineering
Registration: Professional Engineer: AL #26227; FL #57403
Affiliations: Diplomate Coastal Engineering- ASCE Academy of Coastal, Ocean, Port & Navigation Engineers; Member of American Society of Civil Engineers, Florida Shore and Beach Preservation Association, and American Shore and Beach Preservation Association
Years with Olsen Associates: 20; Years with other firms: 3

Introduction

Dr. Browder is a Principal Engineer and Vice-President of Olsen Associates, Inc., in Jacksonville, FL. He performs project management, site investigation, planning, studies, engineering, design, permitting, and construction management functions for a wide variety of coastal engineering projects.

Experience

Pensacola Beach Nourishment Project – *Pensacola Beach, FL*: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 4.3M cy beach fill project (2002-2003) and 3.0 Mcy (2005-2006) and 1.8 Mcy (2016) emergency and maintenance renourishment projects, project bidding, contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

Orange Beach/Gulf Shores Beach Nourishment Project – *Orange Beach/Gulf Shores, AL*: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 7.9M cubic yard beach fill project (2005-2006) and 2.3 Mcy maintenance renourishment project (2012-2013), project bidding and contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

2016 Longboat Key Beach Renourishment Projects – *Longboat Key, FL*: Coastal Engineer- Multi-phase renourishment including two channel dredging and beach nourishment project elements (450k cy) and two upland source truck haul nourishment project elements (240k cy). Also responsible for project bidding, contract management, permit compliance, post-construction monitoring, and FEMA Project Worksheet closeout.

Perdido Pass Inlet-Sand Management Study/Plan – *Orange Beach, AL*: Coastal Engineer- Inlet and sand management study and plan for shallow-draft Federal navigation channel at Perdido Pass in Orange Beach, AL. Performed historical, analytical, and numerical analyses of coastal engineering processes at the Pass, which is routinely dredged, with the objective of developing a plan of management of both the Pass and the adjacent Gulf of Mexico beaches as a comprehensive sand management system. Consulting engineer to the City of Orange Beach, AL for the implementation of management plan objectives.

South Amelia Island Beach Renourishment Project – *Amelia Island, Nassau County, FL*: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 2.1M cubic yard beach renourishment project (2011), project bidding and contract management, permit compliance, and post-construction monitoring.

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CHRISTOPHER GARICK, P.E., RCDD

ELECTRICAL ENGINEER – HG ENGINEERS

Education: BS, Electrical Engineering, Mississippi State University
Registrations: Professional Engineer: Florida, Alabama, Mississippi, Texas, Colorado, Illinois and Georgia Registered Communications Distribution Designer (RCDD) Building Industry Consulting Services International (BICSI)
Years with HG Engineers: 23; Years with other firms: 3

Introduction

Christopher Garick is an Owner and Electrical/Telecommunications Engineer with HG Engineers. His role is to oversee the day-to-day operations, so all employees of the firm provide services in a coordinated effort. Chris has 26 years of consulting engineering experience in lighting, power, telecom and signaling systems. His experience includes projects in all area all across the continental US and in Germany and Japan. Chris's design experience includes campus electric utility distribution design, campus lighting design, and building interior and exterior power, lighting telecommunications, and fire alarm system design. Construction design experience includes new and renovated schools, multifamily housing, office buildings, high rises, industrial and healthcare facilities. His experience encompasses being a consultant to Architects and Contractors as well as being a project manager for prime electrical projects for commercial and government clients.

Experience

Okaloosa County Administrative Building – *Fort Walton Beach, FL*: Provide electrical and audio-visual engineering construction documents for the approximately 63,653 sq. ft. three-story office building and single-story building for the board of commissioners' offices and meeting room.

City of Fort Walton Beach Recreation Center and Sports Field – *Fort Walton Beach, FL*: Electrical engineering design for new 30,000 sq ft gymnasium and multi-function building and complete site to include five baseball fields and five softball fields, a mile walking sidewalk track and associated parking. The design includes typical power, lighting and fire alarm systems.

Escambia County Courthouse – *Pensacola, FL*: Electrical engineering design on the 4-story, 38,000 square foot building, which included the commissioners conference room with press facilities. $25M

City of Fort Walton Beach Fire and Police Station – *Fort Walton Beach, FL*: Electrical, telecom, emergency power, fire alarm and security design for a new 20,000 sq ft two story police building and renovation of adjoining fire station which includes moving truck bays and lighting for new parking area. $4.2M

Fort Walton Beach Housing Authority – *Fort Walton Beach, FL*: Electrical upgrades of 124 housing units including smoke detectors, power wiring and lighting fixtures. Also added provisions for electric ranges. $1.4M

Destin Water Users Arc Flash – *Destin, FL*: Provide ArcFlash calculations for electrical systems with a voltage greater than 120 volts. The electrical equipment to be studied is located: 1) Local Treatment Plant for complete electrical distribution system with exception of MCC's under current design and/or construction. 2) Two Booster Stations and six wells. 3) The four basic electrical equipment configurations for the 78 Lift Stations. To accomplish calculations will involve surveying the electrical systems to verify accuracy of existing documentation and modeling all the electrical systems in EasyPower software. The study shall also produce electrical work orders.

Walton County Wastewater Treatment Facility – *DeFuniak Springs, FL*: Provide electrical and controls consultation during the update review, bidding and construction phases of the listed project.

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LANE DORMAN, P.G.

ENVIRONMENTAL – GEOSYNTECH CONSULTANTS

Education: M.S., Hydrogeology, Clemson University
B.S., Geology, University of South Alabama
Registration: Florida Professional Geologist: PG2861
Years with Geosyntec Consultants: 11; Other Firms: 0

Introduction

Mr. Dorman provides technical expertise and guidance for hydrogeological projects in the Gulf Coast region. His professional experience has included nonhazardous and hazardous waste management; site investigation; contaminant fate and transport evaluations (including groundwater modeling); remedial technology feasibility studies, remedial technology pilot testing and selection; and remediation system design, construction, operation, maintenance, monitoring, and optimization. Mr. Dorman has delineated site contaminants to stringent regulatory endpoints and implemented remedial measures at dozens of sites with recalcitrant compounds in soil, groundwater, and indoor air.

Experience

Nitrous Oxide Manufacturing Plant Closure – *Northwest FL*: Project manager for expedited environmental assessments and remedial actions following the demolition of a nitrous oxide manufacturing facility. The project involved identification of site-specific constituents of potential concern (COPCs), COPC delineation, regulatory approval of a site assessment report, development of a request for bid, management of the bidding process, regulatory negotiations, subcontractor selection, subcontractor oversight, and site closure. Investigation, remediation, and regulatory reporting activities at this site were completed in approximately one year.

Groundwater Hydraulic Containment System – *Northwest FL*: Project manager of a diverse team of engineers, geologists, and scientists tasked with the characterization and ultimate remediation of groundwater impacts below and adjacent to surface impoundments at a coal fired electric power utility. The project included regulatory negotiation and approval of the conceptual design, followed by detailed design of an interim groundwater extraction and conveyance system. Expedited implementation activities included extraction well installation and testing, procurement support, and construction/engineering management (e.g., coordination of communication among multiple subcontractors/vendors to achieve a demanding field schedules). Mr. Dorman oversaw system startup testing and ongoing system operation, performance evaluation, and reporting.

Escambia County Division of Solid Waste Management – *Pensacola, FL*: Mr. Dorman analyzed and interpreted hydrologic data collected near the Beulah Landfill to evaluate groundwater-surface water interactions. Mr. Dorman prepared potentiometric surface maps and lithologic cross-sections summarizing groundwater flow and hydrogeologic conditions at the site. Based on results of this study, FDEP approved a monitor-only remedy in lieu of aggressive remediation proposed by others.

Alternate Source Demonstration – *Northwest FL*: Mr. Dorman led an investigation into the potential source of mercury detections in surface water samples above Florida's in stream surface water quality criterion. Supplemental investigations found that mercury was naturally occurring and, based on a strong correlation with iron, likely released during iron-mineral dissolution resulting from natural variations in geochemical conditions.

Hexavalent Chromium Remediation – *Pensacola, FL*: As the waste management coordinator, Mr. Dorman was responsible for daily and weekly inspections of primary and satellite hazardous waste accumulation areas, nonhazardous waste staging areas, proper labeling of waste containers, waste sampling, and classification.

FDEP – *Pensacola, FL*: Mr. Dorman managed multiple former dry cleaner (DC) sites. High-resolution site characterizations (HRSA) at these former DC sites identified impacts from DC operations in subsurface media. Tasks associated with HRSAs included planning and oversight of direct push technology (DPT) soil sampling, DPT groundwater sampling, modified active gas sampling (MAGS), and permanent monitoring well installation.

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LOGAN FOWLER, P.E.

GEOTECHNICAL ENGINEER – SOUTHERN EARTH SCIENCES, INC.

Education: BS, Civil Engineering, Florida State University
Registrations: Professional Engineer: FL, ACI Concrete Field Testing, FDOT Advanced Maintenance of Traffic Certification, FDOT Concrete Field Inspector, Asphalt Plant I, Earthwork Construction Inspector I
Years with SESI: 8; Years with other firms: 1

Introduction

Logan joined the Southern Earth Sciences, Inc. (SESI) team in 2011 as a staff engineer. Since his employment, he has performed numerous geotechnical investigations, which have included classification of soils, laboratory testing, engineering design calculations, and field exploration. His daily activities include geotechnical evaluation, project scope and cost proposal preparation, site visits, oversight of drill crews, project management, and office oversight. Logan is the Panama City Beach Branch Manager and will serve as the Geotechnical Engineer of Record on this contract.

Experience

Proposed Apartments – *Harbor Blvd., Destin, FL*: Geotechnical investigation for new multi-family development near Harbor Blvd. Services included geotechnical evaluation for building foundations, stormwater facilities, and pavement.

Vintage Destin Apartments – *Destin, FL*: Geotechnical evaluation of a new apartment complex site, which included borings for foundation design of multiple multi-story apartment buildings, stormwater facilities, retaining walls, and pavement.

Inlet Beach Pedestrian Underpass – *Inlet Beach, FL*: Geotechnical evaluation of new pedestrian underpass beneath SR 30 in western Bay County. The investigation included cone penetration test (CPT) soundings within the right-of-way, determination of seasonal high groundwater, and recommendations for construction alternatives.

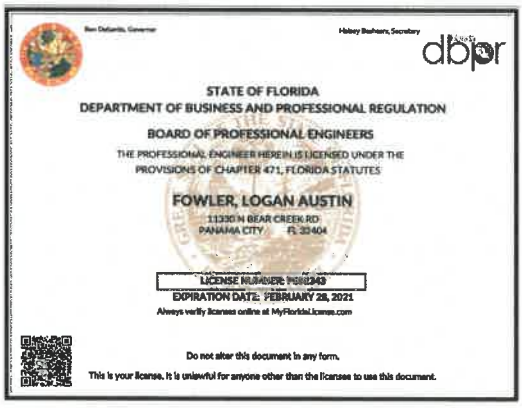
Siebert Avenue Subdivision – *Destin, FL*: Geotechnical investigation for new subdivision, which included soil borings for stormwater exfiltration system design.

SR 30 (US 98) Widening – *Destin, FL & Walton County, FL*: Geotechnical materials testing and consulting services for approximately seven miles of roadway slated for widening, utility, and pedestrian improvements.

Southern Cross Plantation – *Destin, FL*: New subdivision in Destin. Geotechnical borings and double ring infiltrometer testing for stormwater facility design.

CR 386 Reconstruction – *Gulf County, FL*: This project consists of geotechnical engineering for 19.5 miles of resurfacing, paved shoulder additions, and extending/replacing five cross drains. Four of the box culverts will be extended and one CMP cross drain will be replaced. SESI performed soil classification, resilient modulus, corrosion testing on soil and water, asphalt evaluation, and soil borings. The construction budget for this FDOT funded project is approximately $11.6 million. The project adheres to FDOT specifications.

East Point Washington Rd. – *Santa Rosa Beach, FL*: This project in south Walton County consisted of design services for new road construction. The total project length is approximately 0.75 miles. Approximately 2300 lineal feet is an existing dirt road and the remaining 1700 lineal feet is new construction. The realignment will extend through two wetland areas and consist of a new asphalt pavement section throughout the length of the roadway with two bridges extending through the wetland areas. Bridges may be up to 200 feet in length, each. SESI is providing geotechnical services for roadway and structure design. SESI will also support the CEI consultant during construction. This project will adhere to FDOT specifications.



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JOSEPH APPLEGATE, P.G.

HAZARDOUS WASTE – GEOSYNTEC CONSULTANTS

Education: MS, Geology, Florida State University
BS, Geology, Illinois State University
Registrations: Professional Geologist: FL No. 1067
Years with Geosyntec: 3; Years with other firms: 30

Introduction

Mr. Applegate has managed numerous State of Florida Superfund, State Hazardous, Drycleaning Solvent, State Owned Lands and Site Investigation, Brownfields, Petroleum, and Former Manufactured Gas Plants. As a former FDEP Superfund and State Site Project Manager in Tallahassee, he worked constructively with FDEP representatives in Tallahassee and the FDEP districts and as a result has established a close relationship and level of trust with regulatory personnel. This relationship is based on working with the FDEP and U.S. Environmental Protection Agency (U.S. EPA) for over 33 years on projects in Florida.

Experience

Environmental Forensic Assessment and Technical Services – *FL*: Contract Manager for a 5-year contract to conduct forensic assessments and other technical services for the FDEP. This work includes evaluating timing and sources of releases of various chemicals of concerns, often using multiple forensic analyses including chemical fingerprinting, isotopic/geochemical tools, molecular biology, and advance site characterization tools. The FDEP has entrusted multiple high-profile projects to Geosyntec and Mr. Applegate's management including a vapor intrusion project where multiple buildings at a high school had been affected by petroleum odors/vapors. Measures implemented at the recommendation of his team's work helped to reduce indoor vapor concentrations to below USEPA screening levels.

State of Florida Consolidated Environmental Programs Contract Manager – *FL*: Mr. Applegate was Contract Manager for another consultant's FDEP Bureau of Waste Cleanup Consolidated environmental programs that included four FDEP environmental programs: Hazardous Waste and Dry-cleaning Solvent Cleanup Program; Site Investigations and State-Owned Lands; CERCLIS Site Screening, and Brownfields Assessment and Cleanup. Mr. Applegate has managed many projects and programs in these various programs over the past 28 and has trusted relationship with FDEP staff.

State of Florida Petroleum Restoration Program – *FL*: Mr. Applegate is a senior peer reviewer and regulatory support specialist for Geosyntec's FDEP Petroleum Restoration Contact for assessment and remediation of retail and other petroleum-related sites throughout the state of Florida. Mr. Applegate has provided high level strategy development and regulatory support and interaction for ARCADIS' Petroleum Cleanup Contract. Mr. Applegate has positive relationships with FDEP senior managers, program and project managers, and FDEP contract managers.

Large Superfund Remediation Project – *Santa Rosa County, FL*: Project Director for a large Superfund remediation project. Mr. Applegate is the project director for a large Superfund remediation project involving chlorinated solvents and an 800 gallon per minute groundwater extraction and treatment system. The project is a fixed price remediation project involving environmental insurance products and long-term operation, maintenance, and regulatory reporting.

Tetrachloroethene Investigation – *FL*: Directed a tetrachloroethene (PCE) investigation at a chemical wholesale facility in Florida. PCE had affected groundwater to depths of over 100 feet below land surface and an aerial extent over two city blocks. The investigation was completed over a 12-month period, where two other consultants had failed in completing the assessment (they had spent over ten years assessing the site). The assessment was subsequently approved by the state agency, and Mr. Applegate directed the Remedial Action Plan to address soil and groundwater assessment.

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GENE SCHMIDT, P.E., LEED®AP

HVAC/MECHANICAL

Education: BS, Mechanical Engineering, University of South Alabama
Registrations: Professional Engineer: FL #36948, AL #15709, CA #23916, GA #PE01576, LA #0030875, MS #14360, OH #79069, SC #27208; NCEES #7221; NCEES #7221; AABC Certified Commissioning Agent (CxA); Certified Plumbing Designer (CPD); GBI Green Globes Professional (GGP); USGBC LEED BD+C Accredited Professional
Years with HG Engineers: 32; Years with other firms: 6

Introduction

Mr. Schmidt has led SCG for over 30 years and has extensive experience in facilitating all aspects of the design and construction process for municipal, commercial, federal, and educational facilities including: planning; facility assessments and other studies; construction administration; HVAC, mechanical, fire protection, and plumbing design; and commissioning, with specialized experience in energy conservation, indoor air quality investigations/remediation, and geothermal design. He has thorough understanding of energy efficiency and solutions to minimize energy costs. His extensive design experience, coupled with his understanding of mechanical and HVAC systems operations and maintenance, provide him with an ideal background for this project. His understanding of climatic conditions, building codes, and local regulations in Northwest Florida will be an asset to the project team.

Experience

Escambia County Board of Commissioners – One Stop Facility – *Pensacola, FL*: Mechanical/HVAC engineer for the new $11 million, 76,000 SF two-story central office which consolidated departments of Building Inspections, Environmental Enforcement, Fire Safety, Community and Environmental Services, Geographic Information Systems, Animal Control, Engineering, and Transportation. The green roof provides inherent thermal insulation properties, reduces storm water impact, and reduces internal energy demand for cooling and heating. High efficiency HVAC systems, low water-use plumbing fixtures, and daylighting were used to further decrease energy costs.

City of Gulfport Municipal Complex – *Gulfport, MS*: Mechanical/HVAC Engineer for a $20 million, two-phased, three-story new facility. Phase I included a 57,000 SF Police HQ and Municipal Courts Facility. Phase II included approx. 50,000 SF of municipal services space. Designed as a first responders' shelter to FEMA 361 standards. Supplied with water wells for treated fresh water supply, and supplemental sewage management for emergency events. 100% conditioned air and humidity control were provided for personnel and equipment operation in an emergency event.

VT Mobile Aerospace Engineering, Maintenance Repair and Overhaul Facility – *Pensacola International Airport, FL*: Mechanical/HVAC Engineer for the new, $37M MRO hangar which services aircrafts including the B777, B757, and A320 family. The new HVAC system has multiple chilled water air handlers. The chilled water system consists of one 200-ton air-cooled chiller serving a variable primary pumping chilled water distribution system with a single distribution loop.

City of Pensacola – Fire Station No. 1 New Facility – *Pensacola, FL*: Mechanical/HVAC engineer for the design of a new $3.1 million, 20,000 SF fire station. The design was developed to meet all codes and standards, and the building was hardened to withstand a hurricane. Pensacola City Hall was severely damaged by Hurricane Ivan, a Category 3 storm, and Fire Station No. 1 was used as the base operations location for City Management.

Gulf Coast State College Advanced Technology Center – *Panama City, FL*: Mechanical/HVAC Engineer for the new, $31.3 million, 3-story, 80,193 SF Advanced Technology Center. Mr. Schmidt evaluated the campus' central chilled water utility and developed a solution to increase its capacity and efficiency, eliminating the need for a new dedicated building system. LEED Gold Certified.

CRYSTAL TOWNS, P.G.

HYDROGEOLOGIST

Education: M.S., Geological Sciences, University of Alabama, 2008
B.S., Geology, Millsaps College, 2004
Registrations: Professional Geologist : PG2958 (FL), 1476 (AL)
Years with Geosyntec: 7; Years with other firms: 0

Introduction

Ms. Towns is a hydrogeologist with experience in site assessment and environmental compliance. Her project work has included site reconnaissance, compliance and site history research, collection and analysis of hydrogeologic data, site assessment and final report production for projects. She is also proficient in database management, and soil and groundwater sampling for regulatory compliance and site characterization. Other project responsibilities have included preparation of site reports, interaction with client representatives, direct oversight of field investigations and management of subcontractors, preparation of bid specifications, preparation and review of site investigation data, and review of regulatory agency records.

Experience

Landfill Expansion Permitting, Santa Rosa County, Central Landfill – *Milton, FL*: Performed aquifer testing at the site and assisted with collection of water quality samples according to applicable FDEP SOPs.

Groundwater and Hydrogeologic Services for Beulah Landfill, Escambia County Waste Services Department – *Pensacola, FL*: Assisted with the design and field planning of a hydrologic study to evaluate groundwater-surface water interaction in a section of creek that borders the Beulah Landfill. Field activities included staff gauge installation, piezometer installation, and water level measurements.

Groundwater and Hydrogeologic Services for Perdido Landfill, Escambia County Waste Services Department – *Pensacola, FL*: Provided field oversight for monitoring well installation and decommissioning activities. Conducted technical reviews of semi-annual monitoring reports for the landfill. Verified field data was reported accurately and met regulatory compliance, conducted a quality assurance/quality control review of the analytical data, and developed potentiometric surface maps to provide a hydrogeologic interpretation of groundwater flow.

FDEP Waste Cleanup and Site Investigation Section – *Escambia and Franklin Counties, FL*: Conducted field activities, including groundwater and soil sample collection, soil logging, and monitoring well installations, for several State-Owned Lands sites. Served as lead field coordinator during assessment activities conducted at an active industrial laundry facility. The activities were designed to characterize the nature and extent of existing impacts in the vadose zone and shallow surficial groundwater that may be contributing to a deeper groundwater plume. She performed direct push technology (DPT) soil sampling, lithology characterization and logging, Modified Active Gas Sampling (MAGS) well installation, and DPT groundwater sampling. The scope of work required coordination of the field team with the facility managers and a night-time work schedule.

Guillemard Street PCE Plume Site, Florida Department of Environmental Protection Waste Cleanup Division – *Pensacola, FL*: Responsible for the groundwater monitoring program, including performance water quality sampling, data evaluation, preparation of potentiometric surface maps, and report preparation on an annual basis. She interacts with regulatory agency to discuss conclusions and recommendations for future monitoring.

Site Assessment and Remediation, Mahogany Mill Boat Ramp Site, Escambia County Neighborhood and Human Services Department – *Pensacola, FL*: Performed discrete-depth soil sampling in a grid layout to delineate vertical and horizontal impacts. Soil samples were field screened with a photo-ionization detector (PID) and flame ionization detector (FID) to preserve the health and safety of field samplers and to identify potential VOC impacts. Her duties also included compilation of collected data, GIS figure preparation, and preparation of the site assessment report.

KWASI BADU-TWENEBOAH, Ph.D, P.E.

SOLID WASTE – GEOSYNTEC CONSULTANTS

Education: PhD, Geotechnical Engineering, University of Florida
MS, Geotechnical Engineering, Arizona State University
BS, Civil Engineering, University of Science & Technology, Ghana
Registrations: Professional Engineer: FL No. 42460
Years with Geosyntec: 31; Years with other firms: 3

Introduction

Dr. Badu-Tweneboah is a geotechnical engineer with over 30 years of experience managing solid waste and other industrial projects and programs for public and private sector clients. He is a registered professional engineer in Florida that is very familiar with the Florida solid waste regulations, and have extensive experience negotiating with the FDEP Solid Waste Section. Dr. Badu-Tweneboah was a major contributor on the Task Force assigned by FDEP rewriting the Florida solid waste rules and regulations (Chapter 62-701, Florida Administrative Code) in 1990. He was also a member of the Technical Advisory Group (TAG) on post-closure care research project sponsored by the Hinkley Center for Solid & Hazardous Waste Management. Dr. Badu-Tweneboah has worked as a program manager, project manager, and engineer-of-record for the design, permitting, operation, closure, and construction of solid waste management projects in Florida and throughout the U.S. He has published more than 50 papers on landfill design, closure, and other solid waste issues; and regularly speaks at technical conferences on innovative containment system design.

Experience

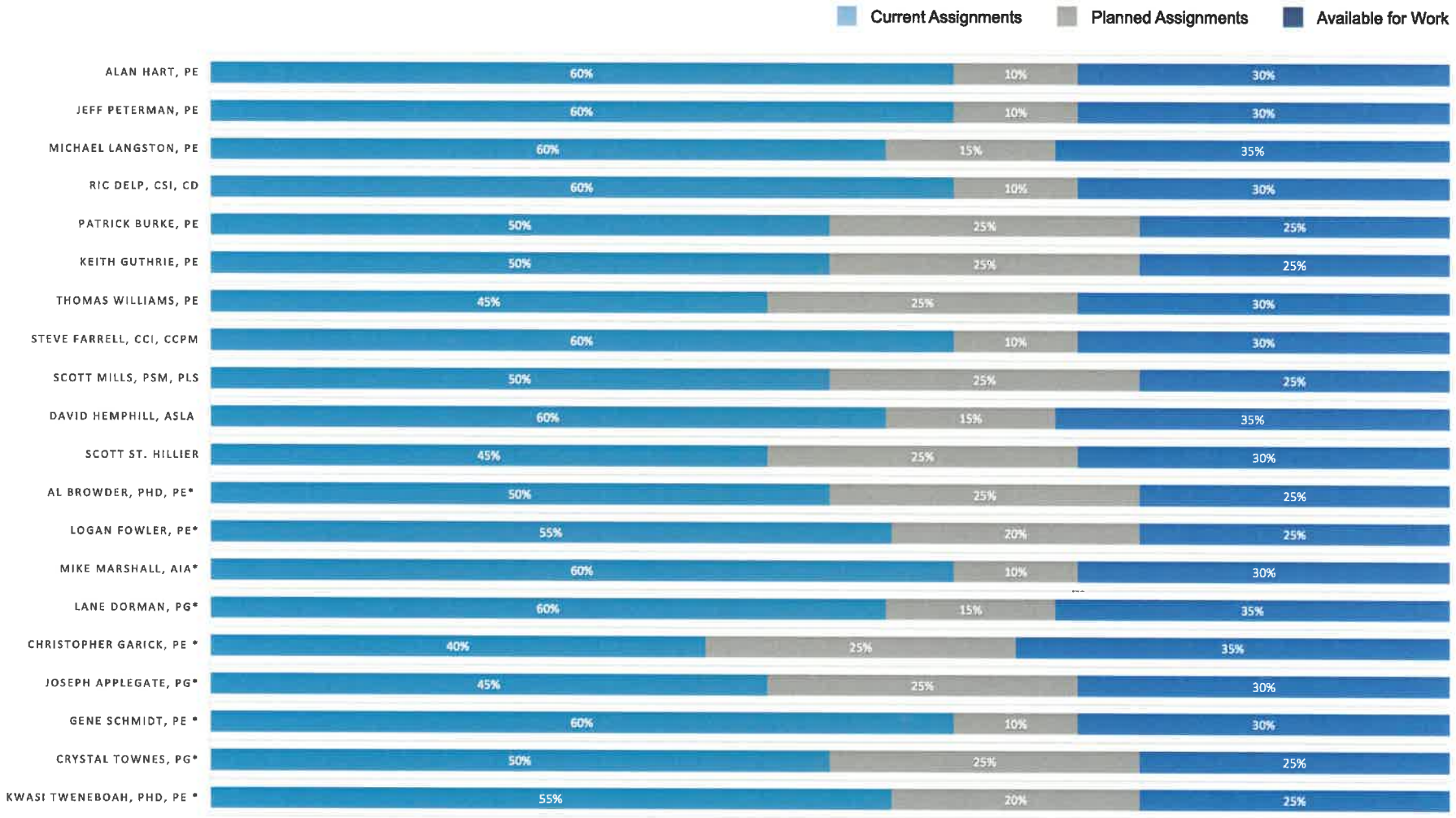
Coyote Sites Closure Evaluation – *Santa Rosa and Walton Counties, FL*: Project Director and technical review for this, initially, fast-track construction and demolition (C&D) debris disposal facility evaluation and closure design project for FDEP. Geosyntec mobilized to the 20-acre facility to meet with FDEP and Escambia County staff and perform a comprehensive site inspection, which included LFG and hydrogen sulfide (H2S) measurements and cover thickness evaluations. Using the H2S data collected, Geosyntec performed air dispersion modeling to prioritize discrete disposal areas for closure that were most significantly contributing to the offsite odors. Geosyntec prepared construction drawings and specifications for final closure of the facility, and subsequently conducted site assessments to document observations of the closure plan implementation (performed by others), identify areas of deficiency, and provide recommendations.

Rolling Hills Odor Mitigation and Closure Design – *Pensacola, FL*: Field engineer for evaluation of this high profile 20-acre C&D debris disposal facility. The comprehensive site inspection included LFG and hydrogen sulfide (H2S) measurements for the development of an air dispersion model to offsite odor transport and performing test boreholes to evaluate the existing cover thickness. Mr. Rivera assisted with the preparation of construction drawings, technical specifications, and closure cost estimates for final closure of the facility.

JED Solid Waste Management Facility – *Osceola County, FL*: Project Director and technical reviewer for several design and permitting projects at the JED Class I (MSW) facility including: (i) a 100-acre lateral expansion; (ii) an intermediate permit modification for the construction of a 25-acre partial closure system at the active site; and (iii) a permit modification for the retrofit of the existing leachate storage facility with an aeration system to pre-treat leachate prior to off-site disposal. The lateral expansion involved close collaboration with the client to identify site development needs and logistical constraints to maximize potential airspace and corresponding site life. He also served as the project manager and engineer-of-record for the preparation of Title V Air Operation Permit and Air Construction permit modification applications as part of the overall lateral and vertical expansion of the facility. Dr. Badu-Tweneboah also served as the engineer-of- record for the preparation of construction documents, procurement support for the partial closure and GCCS for Phase 1 of the landfill facility; and served as the CQA engineer-of-record for the Phase I construction of the GCCS that includes: (i) installation of header pipe; (ii) installation of a condensate management system; (iii) construction of 29 vertical gas extraction wells; and (iv) installation of a flare/blower system. Dr. Badu-Tweneboah also prepared quarterly gas migration monitoring reports for the facility and is currently preparing a Landfill Gas Compliance Monitoring and Maintenance Plan for the facility.

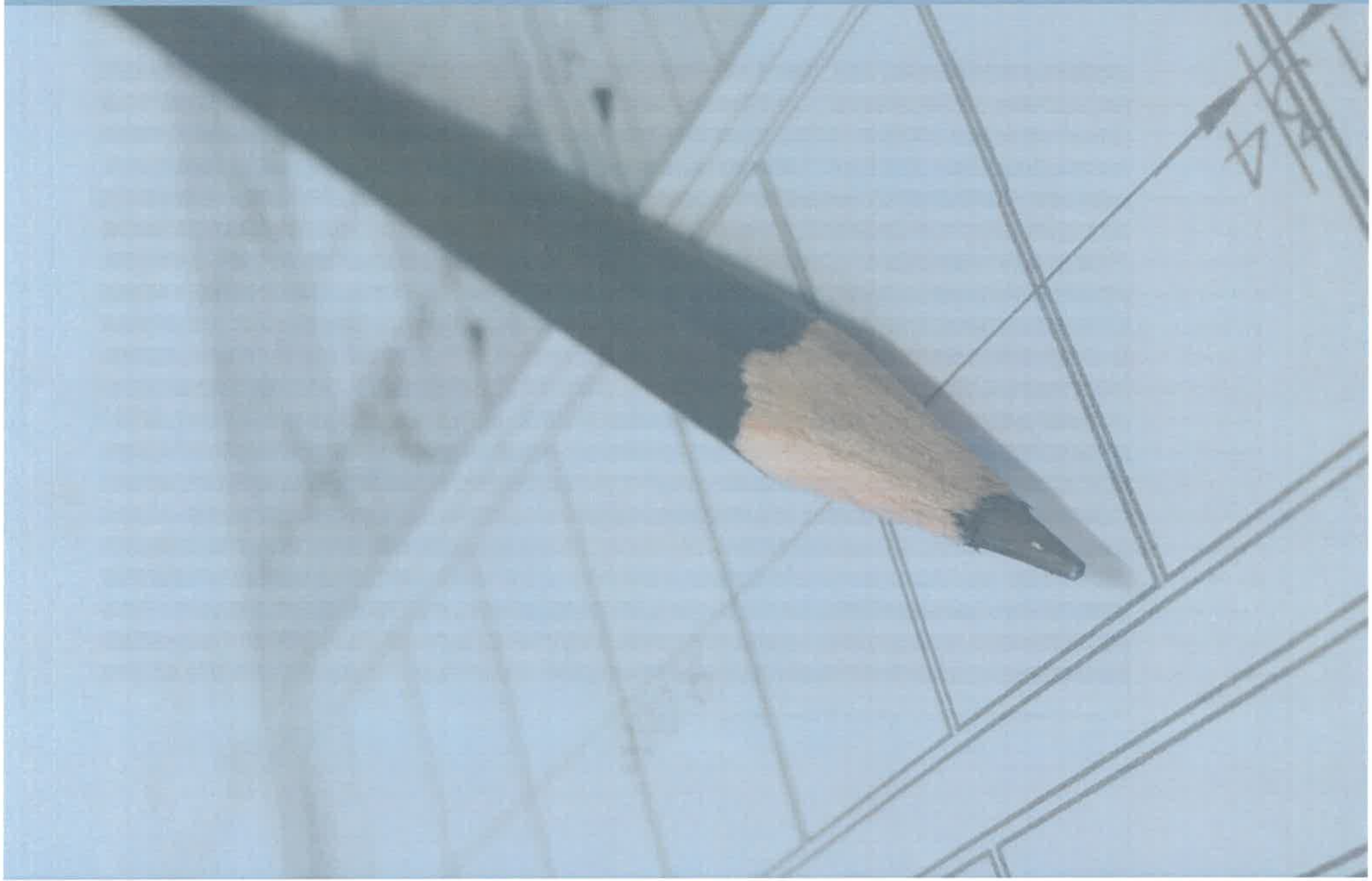
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
BADU-TWENEBOAH, KWASI
1200 RIVERPLACE BOULEVARD
SUITE 710
JACKSONVILLE FL 32207
LICENSE NUMBER: PE42460
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

BDI TEAM AVAILABILITY



**Denotes Sub-Consultant who will perform more than 5% of the work in their service category*

4. Understanding & Approach



PROJECT APPROACH AND METHOD

CITY OF DESTIN SPECIFIC PROJECT MANAGEMENT

Project Initiation Phase

The Project Initiation phase begins when the City of Destin Project Manager (PM) reaches out to Baskerville Donovan (BDI) with a Scope of Work that needs to be completed. BDI's staff includes nine highly qualified Project Managers (PM's) that represent the most experienced, proven project management talent that the engineering industry has to offer. Alan Hart, our Destin Regional Manager, will serve as the Project Manager for most projects under this continuing services contract. Under certain circumstances, Mr. Hart and senior BDI Staff will select a Project Manager with the appropriate skill set to complete the certain niche projects. During these instances, Mr. Hart will still be the main client contact for the projects and will work with the BDI Project Manager to ensure that the project continuity is seamless. During the Initiation Phase, BDI staff will develop a high-quality Project Management Plan (PMP). In fact, our production systems are custom-built around the individual talents of our project management staff. As such, our system is designed to allow BDI PM's the flexibility they need to develop customized PMP's that will accurately reflect the specific conditions surrounding each project assignment for City of Destin.

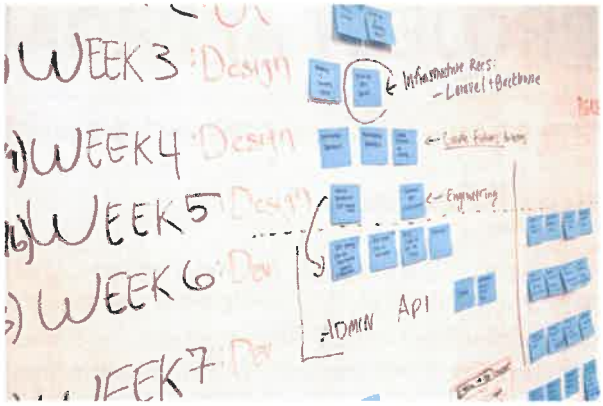
Once the Scope of Work has been reviewed and discussed, a site visit will be completed to gather information about the existing conditions and to start to develop, or amend the Scope of Services for the City's Task Order. At this point, our PM's will begin the PMP planning process with a comprehensive brainstorming session. This meeting will include key design team members, City of Destin professional staff, and any other stakeholders recommended for participation by the City. In almost every case, our experience has shown that local governments will identify a project manager to act as the primary professional point-of-contact for all work under a specific task or assignment. Our approach involves working as an extension of the local government project manager's project team. The BDI team will use the project initiation conference to work with the client to develop the fundamental basis for the PMP.

There are three major components that must be addressed during this Phase; Scope, Schedule, and Fee. Once the Scope of Services is completed and agreed upon by the City and BDI, BDI's assigned Project Manager will develop his team of in-house staff and required sub-consultants to complete the design process. At this point, the team will start to determine the fee and schedule for the project. Plans are often developed utilizing 30%, 60%, 90%, and final submittals to the City. The schedule will take into account sub-consultant schedules, staff hours, and City review time for each submittal. In the event that a project requires an expedited time frame, the amount of submittals may be reduced and compression of the schedule may be achieved. This Phase will require open communication between BDI and the City's Project Manager. Once Scope, Schedule, and Fee have been agreed upon, BDI will await a Notice to Proceed (NTP) in the form of a signed Task Order from the City.

Preliminary Design Phase

The Preliminary Design Phase begins when the City issues an NTP to BDI's Project Manager. The City and BDI have agreed upon the Scope, Schedule, and Fee, and the City has issued BDI a signed Task Order. During the Preliminary Design Phase, our team will begin the planning the project. We will work closely with City of Destin Staff to determine survey needs. Anticipated field information to be gathered includes topographic surveys and existing utility data for the project limits. GIS and Lidar data will be utilized where it is deemed appropriate. A regulatory assessment would also be part of this evaluation including isolation of potential jurisdictional lands within the project area and general subsurface conditions from published data. Should the regulatory assessment indicate jurisdictional lands within the project area, a delineation effort would be necessary to establish limits and other pertinent information within the project corridor. Similarly, rights-of-way, utility easements and other property ownership issues will also be identified based upon available information. Once we have received the survey and it has been vetted through the QA/QC process, our team, in concert with the City, will begin to lay out preliminary engineering design elements to help establish the best engineering solution for the project. Working closely with City of Destin staff, the result of this effort would be captured in the form of a Design Report to document the design basis and support the overall construction permits required.

Final Design Phase



Based on the Design Report, the Final Design Phase will commence. At this point, the primary production-phase role of the Project Manager is to direct the proper development of all project deliverables. At BDI, production-phase execution begins with the strategies, scheduling, and budgetary information included in the PMP. BDI will begin to develop a set of construction documents that will meet the requirements of the scope of services and allow the scope of work to be completed. BDI will take into account existing conditions, environmental constraints, right-of-way constraints, and any other issues that may directly impact the constructability of the project. BDI will develop all construction plans utilizing the City's latest CADD Standards, Design Standards, and Specifications. When required, BDI will pull from its database and wealth of experience to develop technical specifications for certain design circumstances. BDI will hold to the four phase submittal requirements (30%, 60%, 90%, and Final) unless there is a need to expedite the design phase. All phases will be subject to a strenuous in-house QA/QC process prior to submittal of each phase. This process is designed to eliminate mistakes and develop a constructible set of plans with minimal errors. This process will look at both superficial and engineered issues. In a nutshell, the more eyes that look at the project, the more opportunity there is to eradicate errors. Based on the Scope of Services, our team will help develop materials and attend any required Public Information Meeting (see "Public Information Meetings" section) to help educate and develop community support for the project.

Project Closeout

Once the final construction plans have been completed and the plans are ready to be signed and sealed, BDI will work closely with the City to get the project ready for bid and construction. As early as the 60% design phase, our team will begin to develop detailed project cost estimates that include pay item numbers and pay item notes. As the project continues to come closer to final design, our team will start to tighten up these cost estimates and formulate our Opinion of Probable Cost. Based on the final set of construction documents and the quantity takeoffs used to develop our Opinion of Probable Costs, we will also develop Bid Tabulation Sheets that will be used by the contractors to bid the projects. Again, based upon the Scope of Services, BDI will attend a pre-bid meeting, a pre-construction meeting with the City and the selected contractor, and attend any construction coordination meetings while the project is being constructed.

BASKERVILLE-DONOVAN, INC. SPECIFIC PROJECT MANAGEMENT

The "City of Destin Specific Project Management" section above is based on BDI's actual experience when dealing with the City on specific task orders developed under previous Continuing Services Contracts with the City. This section will discuss the internal Best Management Practices (BMP's) that BDI follows for all engineering projects, regardless of the client.

Project Coordination

BDI is committed to ensuring that all project professionals and sub-consultants, regardless of discipline, are well coordinated, effective and efficient. At BDI, the Project Manager is responsible for ensuring successful team coordination and that all project elements and disciplines will be well coordinated and efficient. For this City of Destin RFQ, BDI has proposed several unique checks and balances that will assist Alan in providing a well-coordinated effort:

Monthly Project Meetings. BDI is prepared to commit the resources required to execute specific monthly project meetings. As a program develops, our staff feels that the project meetings will provide critical opportunities for coordination with the client and various disciplines involved in the project.

Senior Management Involvement. For this City of Destin effort, BDI will utilize Keith Hill, P.E. to help support key project communications and issues. This approach is in keeping with the successful monthly meetings that Mr. Hill has been attending on other municipal projects. Direct involvement at this level ensures that the Senior BDI managers will be well coordinated and integrated.

Project Planning

Our experience has demonstrated that the best approach for controlling cost is developing high-quality design concepts and plans early in the project. In fact, we believe that effective planning is a fundamental feature of every successful project. The project goal should be established and (determined to be) realistic prior to design development. At BDI, we have developed a comprehensive approach to project planning; we feel strongly that design should not proceed without a clear, concise set of (achievable) project objectives. The successful project plan should satisfy a number of basic requirements: budget, schedule, technical requirements, constructability issues, logistics, materials acquisition, regulatory compliance, public information, all have an impact on the feasibility of a particular alternative or strategy.

In many cases, BDI engineers will recommend targeted investments in up-front studies to establish some basic physical and logistical parameters for project development. For example, it is often necessary to complete a limited number of cursory soil borings within the proposed construction area prior to developing a final project plan. Water table conditions, sub-surface material suitability, embankment costs, etc., can each have a profound impact on the constructability and suitability of an (otherwise) preferred alternative.

The topic of project "cause and effect" will be extensively discussed in the earliest stages of each assignment so that City professional staff and BDI are satisfied that the project outcome will be in line with expectations.

Ability to Meet Budget

The goal of BDI is to provide the City of Destin with a finished product on time every time and on budget. For the City of Destin, BDI will demonstrate a mature level of professional commitment. BDI has numerous municipal contracts and BDI successfully submits the required deliverables on time for each project. BDI also stays within the established budget for professional services, without any change orders. This proven ability to meet budget and time for professional services is the direct result of superior project planning.

The BDI design team will be composed of talented, experienced professionals with a proven background in civil engineering and landscape architecture. These team members, working with City staff, will build the City's goals into the finished product. These personnel have been carefully selected to maximize the project quality while staying within the established budgets.

BDI undertakes prior planning to ensure effective and accurate communications combined with the appropriate staffing to establish the mechanism for complete, quality products delivered on time and within budget.

Permitting

BDI has a long history of working with all local, state, and federal regulatory agencies when it comes to getting the project permitted. BDI will meet with the permitting agencies at the appropriate project milestone (usually at the 30% phase) to determine what may be required to fulfill all permit obligations. At this point BDI will utilize its longstanding relationships with all regulatory agencies to expedite the permitting process and obtain all required permits. Permits may include City of Destin Right of Way permits, environmental permits, and general permits for water and sewer extensions and replacements.

Scope, Schedule and Budget

As stated previously, the project scope, schedule, and budget are established at the onset of the project and become the basis for the Project Management Plan (PMP). One of the primary functions of the BDI Project Manager is to ensure that the BDI design team understands and follows the requirements set forth in the PMP. The PMP serves as the checks and balances system for the project. As such, this living document will serve to keep the Project Team on schedule while delivering the approved scope within the budgetary constraints.

Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. We enjoy working together with our clients to develop creative solutions to major project issues; we are very experienced in helping our clients develop cost-saving alternatives. In every case, BDI will ensure that our designs are well conceived and include cost-saving strategies for maximizing the City's infrastructure.

BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, configuration adjustments, multiple functions from improvements, construction staging, fast-track opportunities, phasing options, and bidding strategies. For City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Change Order History

BDI's approach to any construction project is to minimize any changes that may result in delays to the contract time, or an increase in cost to the project. The magnitude and degree of complexity of the City's project warrants a qualified design team to perform the planning, permitting, design, and construction administration. Construction administration is performed by our most experienced professionals with the objective to minimize the potential for claims that can arise due to the lack of coordination, or the lack of professional interpretation of the construction documents. Our experience proves that maintaining personnel with substantial experience on the project can significantly reduce the exposure to claims and minimize the number of change orders.

Public Information Meetings

When it comes to public information, BDI is the best in the state. We view the primary information requirement as paramount to our client's staff and governing body. Building on that foundation is key to the project's success. Our Project Manager, are directly accountable for this paramount information commitment.

Our team understands the value and importance of supporting our public sector colleagues through high-quality public information sessions, mailings, high-end graphics, and website development. Because approximately 80% of our firm's business is with local government clients, BDI has developed a substantial capability in this area of our services.

The BDI Team is well qualified to assist City of Destin professional staff in providing cutting-edge graphic and presentation materials for any required Public Information Meetings or Commission Briefings. The graphic capabilities of our team include the ability to easily communicate planning ideas to the public, City of Destin Staff, regulators, interest groups, and other key (non-technical) stakeholders. Using the unique and rapidly growing application of advanced 3D computer graphics, BDI can provide photo-realistic visuals of critical design concepts or alternatives.

Advanced digital modeling also allows our Engineering Staff to make changes and show revisions quickly. Recent project experience has indicated that this tool is particularly potent in the environmental planning process. With the advantage of 3D visuals, BDI has been able to expedite the planning and approval process, often resulting in quicker stakeholder consensus.

We recognize that with today's economic realities that for many public initiatives, including the community in the early planning stages can mean the difference between success and failure. If required, BDI is experienced and comfortable with routine activities in this important area of public service. We can develop and distribute doorknob brochures, help coordinate with the community leaders, and hold meetings in almost any venue. Because we are based out of two, well-positioned regional offices (Panama City and Pensacola), the out-of-pocket cost of attending and facilitating focused consensus-building meetings is minimal. However, our experience demonstrates that early outreach activities build critical support for projects and can play a key role in developing the most appropriate and cost-effective alternatives for the project.

Quality Assurance

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers, and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project and become a fully coordinated and knowledgeable team. Their role is inter-dependent with the roles of all other participants on the project.

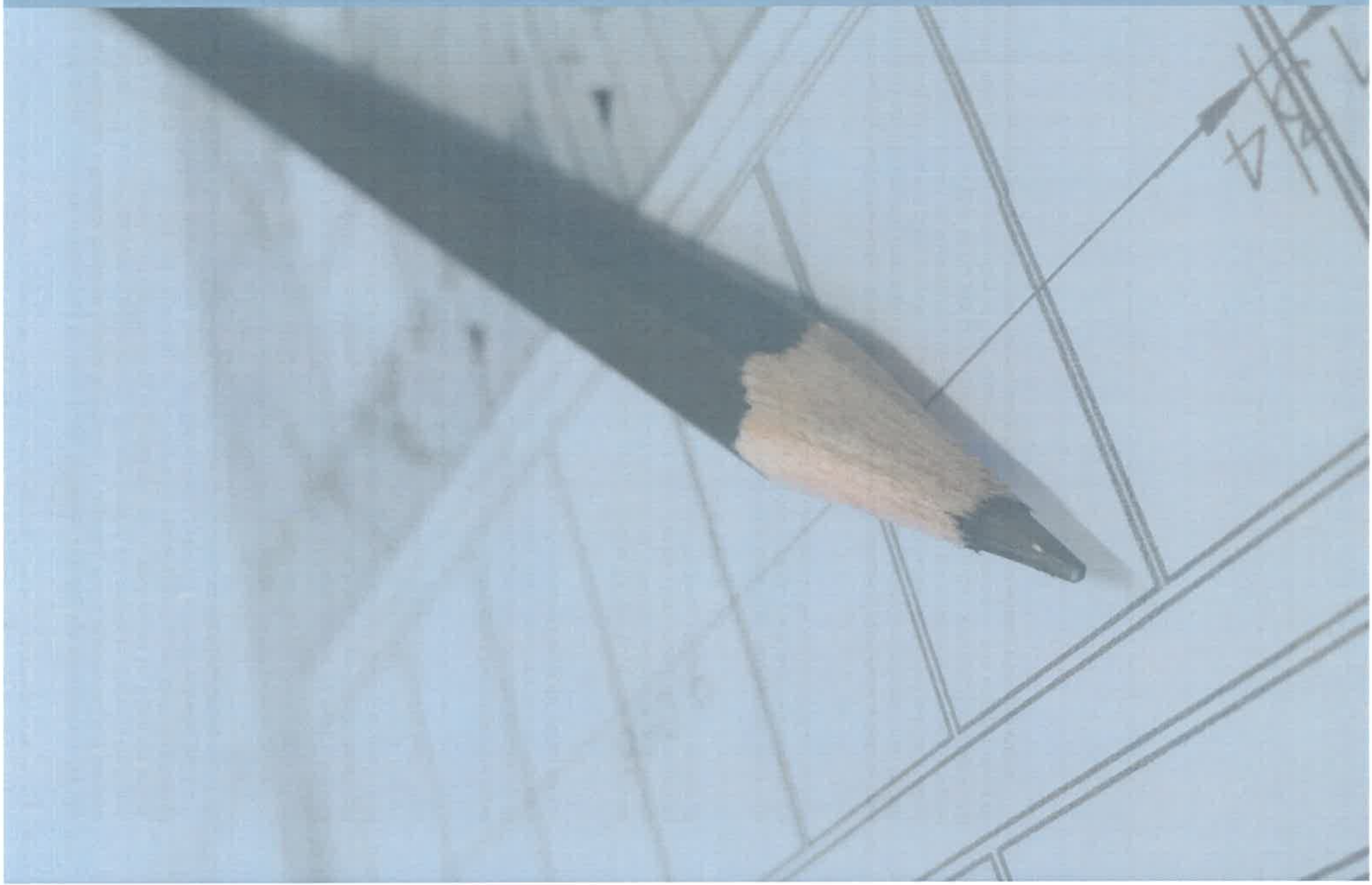
BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness, and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all City of Destin standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. Then they are checked by a peer professional, who is not otherwise involved with the project. Their independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the peer professional to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process are also properly controlled, then no one can truly assure quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking the accuracy of field measurements, MTS requirements, and satisfying scope requirements. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

5. References

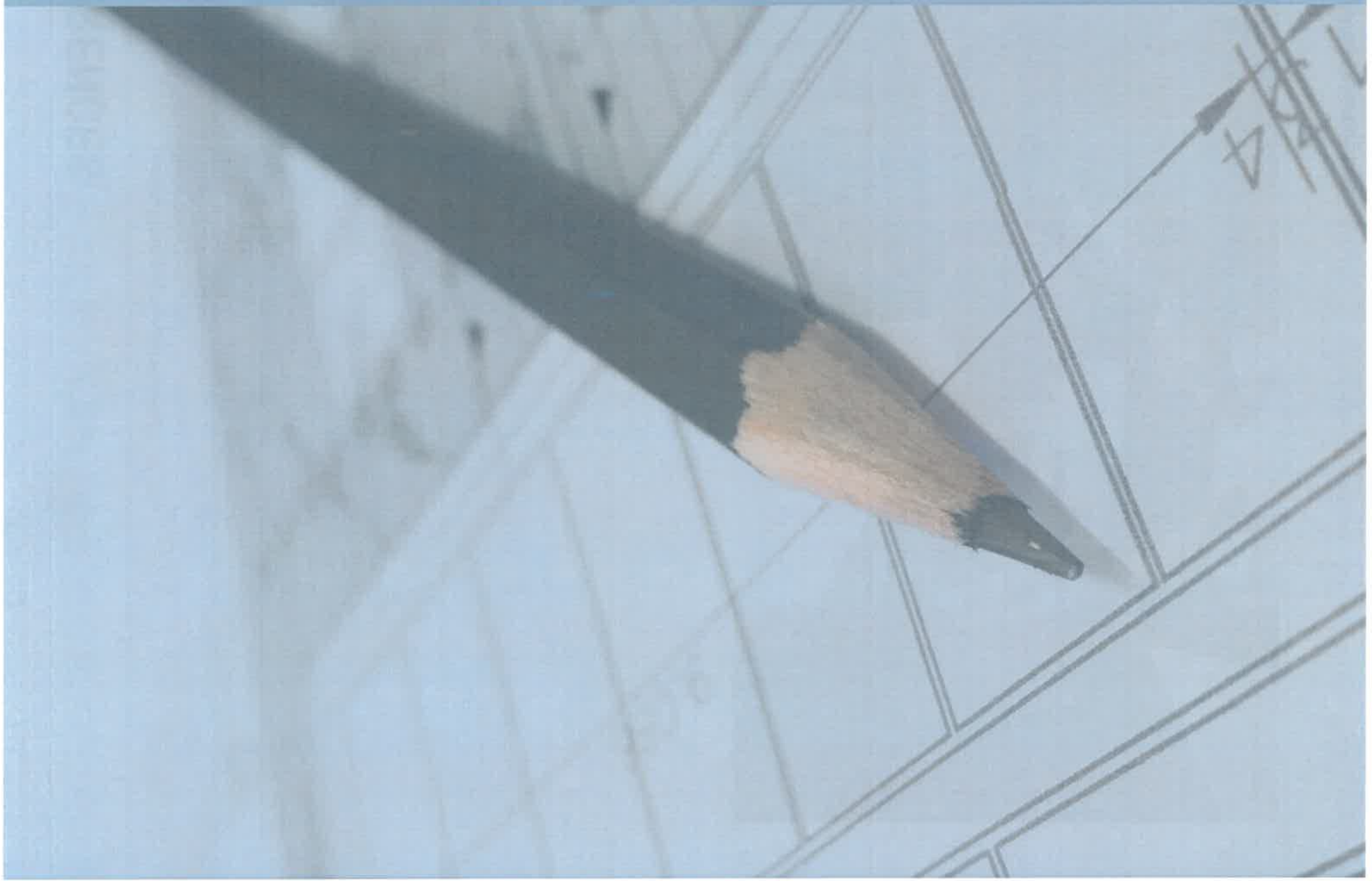


REFERENCES

Lockwood Wernet, General Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
Office: 850-837-6146
Email: lwernet@dwuinc.com

Michael Schmidt, Assistant County Engineer
Santa Rosa County
6495 Caroline Street
Milton, FL 32570
Office: 850-981-7100
Email: MichaelS@santarosa.fl.gov

6. Additional Forms



A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **ENGINEERING AND PROFESSIONAL CONSULTING SERVICES**

RESPONDENT: **Baskerville-Donovan, Inc.**

DATE SUBMITTED: **August 15, 2019**

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE

☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract **City of Destin**

2. This sworn statement is submitted by
Baskerville-Donovan, Inc.
whose business address is **449 West Main Street, Pensacola, FL 32502**
and (if applicable) Federal Employer Identification Number (FEIN) is **590857184** (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is **T. Keith Hill** and my relationship to the entity named above is **Executive VP/Chief Operating Officer**

4. 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

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

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

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

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

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

J. Kuhl III
(Signature)

Date: **August 15, 2019**

STATE OF FLORIDA
COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 15 day of August, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

DERENA STANTON
Notary Public - State of Florida
Commission # GG 062110
My Comm Expires May 7, 2021
Bonded through National Notary Assn

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: **Baskerville-Donovan, Inc.**

ADDRESS: **14101 Panama City Beach Pkwy Suite 110**

CITY: **Panama City Beach** STATE: **FL** ZIP CODE: **32413**

TELEPHONE NUMBER: **850-230-6150**

SIGNATURE: T. Keith Hill DATE: **August 15, 2019**

NAME (TYPED OR PRINTED): **T. Keith Hill, P.E.**

TITLE: **Executive Vice President/Chief Opererating Officer**

CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES _____ NO ✓

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____ NO ✓

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____ NO ✓

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: **Baskerville-Donovan, Inc.**

BY (PRINTED): **T. Keith Hill, P.E.**

BY (SIGNATURE): T. Keith Hill

TITLE: **Executive Vice President/Chief Operating Officer**

ADDRESS: **14101 Panama City Beach Pkwy Suite 110**

Panama City Beach, FL 32413

PHONE NO. **850-230-6150**

E-MAIL **khill@baskervilledonovan.com**

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Baskerville-Donovan, Inc.
CONSULTANT's Company Name

14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413
Physical Address

14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413
Mailing Address

850-230-6150
Phone Number

Cellular Number

khill@baskervilledonovan.com
Email address

Authorized Signature – Manual

T. Keith Hill, P.E.
Authorized Signature – Typed

Executive VP/Chief Operating Officer
Title

850-230-6155
FAX Number

After-Hours Number(s)

August 15, 2019
DATE

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

J. Kirk Hill Exec. VP/COO

Name and Title

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
SCHEDULE OF SUB-CONTRACTORS

The Undersigned Consultant proposes the following major sub-consultants for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task
Sam Marshall Architects	325 S. Palafox St. Pensacola, FL 32502	AAC000293	Architecture
Geosyntec Consultants	1120 N. 12th Ave Pensacola, FL 32501	CA4321	Environmental, Hydrogeology, Solid/Hazardous Waste
HG Engineers	142 Eglin Pkwy SE Fort Walton Beach, FL 32548	CA6680	Electrical
Schmidt Consulting Group, Inc.	901 W. Garden St. Pensacola, FL 32502	CA5371	HVAC, Mechanical
Olsen Associates, Inc.	2618 Herschel St. Jacksonville, FL 32204	CA4391	Coastal
Southern Earth Sciences, Inc.	150 Industrial Park Rd. Ste. 6 Destin, FL 32541	CA3737	Geotechnical

Signature J. Kaufman III

Date: August 15, 2019

Title/Company Executive VP/Chief Operating Officer –Baskerville-Donovan, Inc.

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

STATE OF FLORIDA PROFESSIONAL LICENSES CORPORATE

Baskerville-Donovan, Inc.

Ron DeSantis, Governor — Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BASKERVILLE-DONOVAN INC
449 W MAIN ST
PENSACOLA FL 32502

LICENSE NUMBER: CA340
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Sam Marshall Architects

Ron DeSantis, Governor — Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SAM MARSHALL ARCHITECTS P A
325 S PALAFOX ST
PENSACOLA FL 325015929

LICENSE NUMBER: AAC000293
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Olsen Associates, Inc.

Ron DeSantis, Governor — Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OLSEN ASSOCIATES, INC.
2618 HERSCHEL ST
JACKSONVILLE FL 32204

LICENSE NUMBER: CA3491
EXPIRATION DATE: FEBRUARY 28, 2021
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Schmidt Consulting Group, Inc.

RICK SCOTT, GOVERNOR — JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHMIDT CONSULTING GROUP, INC.
901 W. GARDEN STREET
PENSACOLA FL 32502

LICENSE NUMBER: CA5371
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Geosyntec Consultants, Inc.

Ron DeSantis, Governor — Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GEOSYNTEC CONSULTANTS, INC.
900 BROKEN SOUND PKY NW #200
BOCA RATON FL 33487-2775

LICENSE NUMBER: CA4321
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Southern Earth Sciences, Inc.

RICK SCOTT, GOVERNOR — JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE AL 36616

LICENSE NUMBER: CA3737
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
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FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
KEVIN J. THIBAULT, P.E.
SECRETARY

July 23, 2019

T. Keith Hill, Executive VP/COO
BASKERVILLE-DONOVAN, INC.
449 West Main Street
Pensacola, Florida 32501

Dear Mr. Hill:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 13 - Planning

- 13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
176.41%	0.455%	Reimbursed	No	15.86%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

2019 BILLING RATES

CATEGORY	RATE
Intern/Co-Op	$ 50.00
Receptionist/Office Admin	$ 65.00
Office Administrator	$ 70.00
Systems Administrator	$ 70.00
Information Technology Director	$ 175.00
Rodman/Chainman	$ 50.00
Instrument Man	$ 55.00
Party Chief	$ 65.00
Survey Manager	$ 160.00
Project Representative	$ 100.00
Draftsman/Technician I	$ 65.00
Draftsman/Technician II	$ 75.00
Draftsman/Technician III	$ 85.00
Engineer Intern I	$ 90.00
Engineer Intern II	$ 110.00
Engineer I	$ 130.00
Engineer II	$ 140.00
Engineer III	$ 150.00
Engineer III/PM	$ 160.00
Senior Landscape Architect	$ 180.00
Senior Engineer	$ 180.00
VP/Senior Engineer/PM	$ 200.00
Customer Service/Marketing Manager	$ 200.00
Senior Executive	$ 250.00

Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2019

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 Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	**CONTACT NAME:** Alice Pousson **PHONE (A/C, No, Ext):** 850-332-5458 Ext. 1924 **FAX (A/C, No):** 850-607-2060 **E-MAIL ADDRESS:** Apousson@sihle.com
INSURED BASKINC-01 Baskerville-Donovan Inc. 449 W Main Street Pensacola FL 32502	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Westfield Insurance Group — 24112 **INSURER B :** FFVA Mutual Ins Co — 10385 **INSURER C :** Continental Casualty — 20443 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** Continental Insurance Company **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 951025105 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			5091275910	9/1/2019	9/1/2020	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 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CWP0684938	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			4027179086	9/1/2019	9/1/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC8400023586	1/1/2019	1/1/2020	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
C D	Professional Liability Contractors Equipment	N N	N N	AEH276170839 4027179184	1/29/2019 9/1/2019	1/29/2020 9/1/2020	Professional Liabilit Leased & Rented Max per item	2,000,000 50,000 25,000

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

City of Destin is included as additional insured with regards to the general liability coverage when required by written contract.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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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ITEM # 2026-925

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Tina Deater, Community Development Director

DATE: June 24, 2026

SUBJECT: CRA Board Meeting-**Informational Only**

I. BACKGROUND: A CRA Board meeting is scheduled for July 20, 2026 at 5:30 PM.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2026-896

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Draft Minutes of Standing Boards & Committees - **Informational Only**

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 5-13-26 - hcraac
2. 5-21-26 LPA
3. 6-3-26 BOA

MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
MAY 13, 2026 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER:

The Harbor Community Redevelopment Agency Advisory Committee meeting was called to order by Chairman Stephens in the Destin City Hall Annex Council Chambers at 5:30 p.m., on May 13, 2026, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present	Absent	Staff Present
John Stephens	Casey Jones	Kim Montgomery, Deputy City Clerk
Lance Johnson	Mariam Paulino	Jesse Hernandez, Senior Planner
Guy Tadlock		Tina Deater Community Development Dir.
James Howard		Kim Kopp City Attorney
Jim Green		

3. AGENDA APPROVAL:

Motion by Committee member Green seconded by Committee member Tadlock to approve the agenda. The motion passed 5-0.

4. MINUTES FOR APPROVAL: March 11, 2026 Minutes

Motion by Committee member Green, seconded by Committee member Tadlock, the members voted 5-0 to approve the minutes of the March 11, 2026 meeting as written.

5. NEW BUSINESS:

- **Development Project Update**

  - **Harbor Walk Village Compliance Hearing**

    - Harbor Walk Village is the only Harbor CRA-related item reviewed during April.
    - City Council determined that the current development plan was not in compliance.
    - Staff have since met with representatives of Harbor Walk Village.
    - Applicant is preparing a second resubmittal for another compliance review before City Council.

  - **Joe's Bayou Recreation Area Project**

    - The Joe's Bayou recreational project has officially been submitted.
    - Project scope includes:
      - Improvements to the existing boat launch area.
      - Upgrades to parking facilities.

- Construction of a public restroom.
- Stormwater management improvements.
- Additional stormwater conveyance infrastructure.
- Walking paths throughout the site.
- Improvements both at the launch area and park areas across the street and west of the launch are also included in the project.

➢ **Members Discussion**

- Questions were asked about whether grants were associated with the project.
- Mr. Hernandez indicated a DEP grant existed for the boat launch itself but is unsure of any additional grant sources.
- Members discussed concerns regarding possible closure of all boat ramps simultaneously during construction.
  - Maintaining adequate access during peak boating season.
  - Ensuring deeper ramps remain available for larger vessels.
  - Committee member Green emphasized how about half the boats that launch have to use that far south boat ramp because of how deep it is.
- Mr. Hernandez agreed to consult with other staff members involved in the project and provide updates at their next meeting.

➢ **Indian Bayou West Major Deviation Request**

- Mr. Hernandez reported a request for the proposed major deviation for Indian Bayou West development has been submitted by the developer.
- The developer proposes eliminating the previously approved roadway connection known as Old Creek Trail to Commons Drive.
- The original approved plans required:
  - Repaving the existing roadway.
  - Connecting Commons Drive to Indian Bayou Trail.
- Staff explained:
  - The roadway connection was part of the approved development order.
  - City Council approval is required to remove that requirement.
- Original development order was issued in 2021.
- Development was amended in 2022 reducing lots from approximately 96 to 45.
- The developer maintains with the revised plan to have fewer lots, reduces the need for the secondary road access.
- Question was asked if the road requirement was tied to any "net benefit."
- Staff clarified it was not tied to a specific benefit agreement.

6. COMMITTEE MEMBER COMMENTS:

❖ **Chairman Stephens - Revised Work Plan Program**

Ms. Deater explained how some confusion arose during a council meeting regarding how committee work plans and project funding requests should proceed. Staff worked with Councilmember Trammell, the City Manager, and the Finance Director to create a standardized

process for advisory committees and boards. The new process applies broadly to committees and boards and the two separate CRA funding pathways were outlined:

- Projects fully funded through existing CRA trust fund resources.
- Projects without available CRA funding, which require an additional City Council authorization step before entering the budget process.

The following is the newly revised timeline that was established:

- December - target deadline for submitting projects for feasibility review.
- March - goal for finalizing and adopting work plans.
- April - goal for moving approved projects into the city budget process for the following fiscal year.

❖ Staff plans to develop a project feasibility review form to ensure committees provide sufficient project details for staff analysis.
  - The purpose of the review process is to identify major issues early and improve the likelihood that submitted projects can ultimately receive funding.

Ms. Deater emphasized that committees should prioritize and preliminarily vet projects before submitting them to staff, rather than overwhelming staff with numerous undeveloped ideas.

- Projects aligned with grants or dedicated funding sources—rather than relying on the general fund—would likely have a better chance of being funded.
- She referenced specialized funding sources, including infrastructure, public safety, and environmental-related funds.

A question was raised about funding specifically for water quality or environmental concerns in the harbor. Ms. Deater mentioned the NPEB funds and noted that additional discussions regarding the funds and related Land Development Code issues would occur at the upcoming May 18 council meeting.

➢ **Work Plan Items**

- Chairman Stephens stated that, after speaking with Ms. Deater, it appeared that some previously approved work plans did not fall within the Harbor CRA's purview.
- Two projects were specifically identified are:
  - The City of Destin Mooring Field Work Plan.
  - The Breakwater Snorkeling Location and Oyster Gardening Work Plan.

Motion by Chairman Stephens, seconded by Vice Chairman Johnson, to transfer the two work plans to the Harbor and Waterways Board for further review, evaluation, and development. The motion passed 5-0.

- It was clarified that the Breakwater project is near the park area but technically falls outside the Harbor CRA district, which means it does not qualify as a Harbor CRA project.

❖ Committee member Green - Oil Disposal Facility

- Discussed the need for a public used motor oil disposal facility for harbor businesses and vessel operators and noted the following:
  - Previous private collection sites no longer exist.
  - O'Reilly Auto Parts currently accepts limited quantities.
  - Improper disposal practices are occurring.
- Committee members expressed concern that:
  - Destin's tourism and marine industries generate significant oil waste.
  - Current disposal methods are inadequate for a city focused on water quality.

➢ Proposed Concepts Discussed

- Potential facility at Public Works property.
- Controlled-access disposal area.
- Permit or annual registration system for commercial users.
- Camera monitoring and stewardship requirements.
- Possible containment structures and collection tanks.

➢ Grant Opportunities

- Members discussed:
  - EPA grants.
  - Florida environmental grants.
  - Water quality funding opportunities.
- Ms. Deater advised that the project likely falls more appropriately under:
  - Harbor and Waterways Board jurisdiction.
  - With potential Public Works/Safety Committee collaboration.
- Staff encouraged committee members to:
  - Gather grant information.
  - Research comparable programs.
  - Identify oil collection contractors.

➢ Camera Safety Work Plan

- The board then discussed the security camera/safety work plan.
- Staff explained that the CRA currently does not have funding available for the security project.
- It was also noted that there were no documented safety or crime issues in the relevant CRA areas, such as parks, parking lots, or the boardwalk, which would make it difficult to justify public safety grant funding.
- Members discussed whether the security camera project should be continued, delayed, or removed from the current work plan list.
- The areas discussed in relation to the camera project included the boardwalk, Marler parking lot, Captain Leonard Destin Park, Captain Royal Melvin Heritage Park, Clement Taylor Park, and Joe's Bayou, though some locations were noted as being outside the CRA scope.
- Chairman Stephens recalled that private businesses in the harbor area may already have cameras that law enforcement can access or use when needed.

- The board considered putting the camera project on hold until more information could be gathered.
- A suggestion was made to receive periodic crime-statistics updates from law enforcement, possibly every six months.
- Staff said they could coordinate with the community resource deputy to provide a briefing on crime statistics within the CRA area.
- The board discussed inviting law enforcement to the next meeting and then deciding whether future six-month updates would be helpful.
- Members also discussed reaching out to property owners to learn whether they have experienced incidents that may not have resulted in formal crime reports.
- Property owners could also provide information about existing private camera systems, helping the board understand whether additional cameras are actually needed.
- The board agreed to delay further action on the camera system until after hearing from law enforcement.

➢ Christmas Holiday Decorations

- The Christmas or holiday decorations work plan was then discussed.
- Members noted that CRA funding is not available for the project.
- It was suggested that holiday decorations would likely require fundraising or private contributions.

Motion by Chairman Stephens, seconded by Committee member Green to stop working on the Christmas decorations work plan and to delay the camera system discussion until after law enforcement provides more information. The motion passed 5-0.

➢ Parking Agreements with Livery Vessel Businesses

- The board then discussed parking agreement issues that had been raised at a prior meeting.
- Mr. Hernandez explained that staff is currently reviewing livery vessel registrations in the harbor area.
- That review includes confirming parking arrangements, vessel counts, vessel types, development orders, and shared parking agreements on file.
- Chairman Stephens asked whether the review would also include change of use and operating hours, since those could affect shared parking arrangements.
- Mr. Hernandez confirmed that they are reviewing both marina-related uses and upland businesses, such as restaurants or shops, because shared parking agreements may depend on hours of operation.
- Chairman Stephens noted that the advertised vessel capacity is generally on business websites, which may not always match what is shown in the submitted parking plans.
- Staff acknowledged that this discrepancy is part of what prompted the review.
- The members agreed to wait for a more complete staff update at the next meeting or when available.

- **One Calhoun Property**

- Members expressed concern that, with other work plans removed or transferred, the CRA needed to refocus on what could be done with the Calhoun property.
- It was mentioned that the property purchase has significantly limited the CRA's available funding.
- Prior conversations were brought up how the property may not be monetized under the financing structure restrictions.
- The board discussed the need to get clearer answers from the City Attorney Kim Kopp and/or the Finance Director Krystal Strickland regarding:
    - Whether the property can be monetized.
    - Whether any exceptions or partial-use options exist.
    - Whether financing would need to be restructured before improvements could be made.
    - What restrictions apply to future use of the property.
- Possible future uses for the property included:
    - Green space
    - A public park
    - Parking
    - A marina-related use
    - A boardwalk connection under the bridge
    - A combination of park amenities and limited revenue-generating features
- Members discussed the fact that with the bridge replacement now being delayed by 12 to 14 years, the property may remain available for public use for a significant period before any bridge-related impacts occur.
- Because the bridge may eventually affect the property, members agreed it may not make sense to build a substantial permanent structure.
- Members discussed the possibility of using portions of the property for parking, especially under or near the future bridge footprint.
- Committee member Howard noted how his architecture firm he works for had previously sketched out a concept showing approximately 28 to 30 potential parking spaces under the bridge footprint.
- Members discussed whether a boardwalk connection under the bridge could be built relatively simple and inexpensive.
- They also noted that lighting and improvements under the bridge could improve safety and access.
- Members expressed frustration that the city purchased a valuable waterfront property, but the public still cannot access or use it.
- The property was described as having excellent views and strong potential as part of the harbor front.
- The Florida Forever program was mentioned and how it could be explored as a potential option for the state to acquire the property, while allowing the city to manage or influence how it is used.
- Members suggested that if the state or FDOT may eventually need part of the property for a future bridge, it could make sense to explore a negotiated arrangement now.
- The idea was raised that selling or partially transferring the property could restore funds to the CRA Fund and potentially allow the CRA to move forward with other projects.

- Members emphasized that any proceeds from property purchased with CRA funds should be returned to the Harbor CRA.
- The board discussed asking staff to contact the City Engineer and/or FDOT to get a better understanding of how much of the property might be needed for future bridge construction for waterfront or right-of-way area.
- There was lengthy discussion about possible transportation-related improvements at the One Calhoun Avenue property and along the U.S. 98 corridor, including:
    - Sidewalk widening.
    - Possible bike lane relocation.
    - Sun Trail connections.
    - Shade trees.
    - Benches.
    - Trash receptacles.
    - Tunnels or pedestrian connections near Marler parking lot and Stahlman Avenue.
    - A boardwalk wraparound connection under the bridge.
- Members mentioned that the county may have already committed funding toward a tunnel near Stahlman Avenue and that other funding sources, including FDOT funding.
- The board also discussed following up with the TDC for possible assistance with repairing the seawall at the property.
    - This would be one possible step toward eventually opening the Calhoun property for public use.
- A member asked whether funding to turn the property into green space could be considered during the upcoming city budget process.
- Staff said they would speak with the Finance Director about whether any dedicated funding sources for open space or similar purposes might apply.
- The board acknowledged that the next meeting would be in June and that budget work sessions would taking place in July.
- Ms. Deater noted that it is never too late to make a case for budget consideration, though whether there is enough time for serious consideration would be another question.
- The board agreed to continue the Calhoun property discussion at a future meeting.

7. NEXT MEETING: June 10, 2026

8. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:30 PM.

Adopted and approved this _____ day of _____ 2026.

_____ _____

John Stephens, Chairman Kim Montgomery, Deputy City Clerk

- Tina provided an overview of a newly developed citywide advisory committee work plan process.

- Process applies to all advisory boards and committees, not solely CRA boards.
- Purpose is to:
    - Clarify project submission procedures.
    - Improve project feasibility analysis.
    - Better align projects with available funding sources.

Key Components Discussed

- New projects targeted for submission by December.
- Goal is to finalize and adopt work plans by March.
- Approved projects could then enter the city budget process in April.
- Staff intends to create a formal feasibility review form.
- Committees encouraged to:
    - Prioritize projects.
    - Provide preliminary research.
    - Identify grants and outside funding sources.
- Tina stated:
    - "Our goal is to bring forth projects to the council that can ultimately get funded."

Funding Guidance

- Staff emphasized projects have greater likelihood of funding if:
    - Grants are available.
    - Dedicated funds exist outside the general fund.
- Mention made of potential environmental and infrastructure funding sources.

- **Used Motor Oil Disposal Discussion**

Environmental and Water Quality Concerns

- Extensive discussion occurred regarding the need for a public used motor oil disposal facility for harbor businesses and vessel operators.
- Members noted:
    - Previous private collection sites no longer exist.
    - O'Reilly Auto Parts currently accepts limited quantities.
    - Improper disposal practices are occurring.
- Committee members expressed concern that:
    - Destin's tourism and marine industries generate significant oil waste.
    - Current disposal methods are inadequate for a city focused on water quality.

Proposed Concepts Discussed

- Potential facility at Public Works property.
- Controlled-access disposal area.
- Permit or annual registration system for commercial users.
- Camera monitoring and stewardship requirements.

- Possible containment structures and collection tanks.

Grant Opportunities

- Members discussed:
  - EPA grants.
  - Florida environmental grants.
  - Water quality funding opportunities.
- Tina advised that the project likely falls more appropriately under:
  - Harbor and Waterways Board jurisdiction.
  - Potential Public Works collaboration.
- Staff encouraged committee members to:
  - Gather grant information.
  - Research comparable programs.
  - Identify oil collection contractors.

- **Work Plan Motions and Actions**

Transfer of Work Plans to Harbor and Waterways Board

Motion

- Motion made:
  - "To move the City of Destin Mooring Field Work Plan and the Breakwater Snorkeling Location and Oyster Gardening Work Plan to the Harbor and Waterways Board for continued evaluation and development."

Second

- Motion seconded.

Discussion

- Discussion clarified:
  - Breakwater project lies outside Harbor CRA boundaries.
  - CRA projects must remain within CRA district boundaries.

Vote

- Motion passed unanimously.

Security Camera Work Plan Discussion

- Committee discussed prior security camera work plan.

- Staff advised:
    - No documented crime or safety issues currently justify grant funding.
    - CRA funding remains limited.

Additional Discussion

- Members suggested:
    - Requesting periodic crime statistics updates from law enforcement.
    - Coordinating with harbor businesses regarding existing camera systems.
    - Delaying the project until additional information is available.

Staff Direction

- Staff agreed to invite the community resource deputy to a future meeting for updates.

Christmas Decorations Work Plan

Motion

- Motion made:
    - To discontinue work on the Christmas decorations work plan.
    - To postpone consideration of the camera system pending law enforcement review.

- **Parking Agreement and Shared Parking Review**

Staff Update

- Staff reported active review of:
    - Livery vessel registrations.
    - Shared parking agreements.
    - Development orders.
    - Parking allocations and operational capacities.
- Review includes:
    - Number and type of vessels.
    - Shared parking conditions.
    - Hours-of-operation conflicts.
- Staff acknowledged discrepancies between:
    - Advertised vessel capacities.
    - Approved parking allocations.

Committee Input

- Members suggested reviewing business websites to compare:
    - Publicly advertised passenger capacities.
    - Submitted parking plans.

- **One Calhoun Property Discussion**

Future Use of CRA-Owned Property

- Significant discussion occurred regarding the future of the One Calhoun property.
- Members noted:
    - Bridge replacement timeline now estimated at 12–14 years.
    - Property currently generates no revenue.
    - CRA finances remain strained due to acquisition debt.

Topics Discussed

- Potential Park development.
- Boardwalk connector beneath the bridge.
- Public parking opportunities.
- Green space concepts.
- Coordination with FDOT future bridge plans.
- Potential tunnels and pedestrian connectivity projects.

Florida Forever Fund Concept

- Members discussed possibility of:
    - Selling property to the State of Florida through the Florida Forever program.
    - Retaining local management control.
    - Coordinating with future FDOT right-of-way acquisition.

Financial Discussion

- Members discussed:
    - Existing CRA debt obligations.
    - Potential future property value appreciation.
    - Possibility of reinvesting proceeds into additional CRA improvements.

Staff Direction

- Staff agreed to:
    - Consult with legal and finance staff.
    - Investigate restrictions regarding monetization of the property.
    - Explore potential funding opportunities and bridge coordination details.

- **Public Comments**

- No public comments were received.

- **Next Meeting**

- Next meeting scheduled for June 10, 2026.

- The board then discussed the security camera/safety work plan.
- Staff explained that the CRA currently does not have funding available for the security project.
- It was also noted that there were no documented safety or crime issues in the relevant CRA areas, such as parks, parking lots, or the boardwalk, which would make it difficult to justify public safety grant funding.
- Members discussed whether the security camera project should be continued, delayed, or removed from the current work plan list.
- The areas discussed in relation to the camera project included the boardwalk, Marler parking lot, Captain Leonard Destin Park, Captain Royal Melvin Heritage Park, Clement Taylor Park, and Joe's Bayou, though some locations were noted as being outside the CRA scope.
- A member recalled that private businesses in the harbor area may already have cameras that law enforcement can access or use when needed.
- The board considered putting the camera project on hold until more information could be gathered.
- A suggestion was made to receive periodic crime-statistics updates from law enforcement, possibly every six months.
- Staff said they could coordinate with the community resource deputy to provide a briefing on crime statistics within the CRA area.
- The board discussed inviting law enforcement to the next meeting and then deciding whether future six-month updates would be helpful.
- Members also discussed reaching out to property owners to learn whether they have experienced incidents that may not have resulted in formal police reports.
- Property owners could also provide information about existing private camera systems, helping the board understand whether additional cameras are actually needed.
- The board agreed to delay further action on the camera system until after hearing from law enforcement.
- The Christmas or holiday decorations work plan was then discussed.
- Members noted that there was no available CRA funding for that project either.
- It was suggested that holiday decorations would likely require fundraising or private contributions.
- A motion was made to stop work on the Christmas decorations work plan and to delay the camera system discussion until after law enforcement provides more information.
- That motion passed unanimously.
- With several projects either transferred, stopped, or delayed, members noted that the Harbor CRA was left with few or no active work plans.
- The board then discussed a parking agreement issue that had been raised at a prior meeting.
- Staff said the proposed parking agreement form was useful and included much of the information they were looking for.

- Staff is currently reviewing livery vessel registrations in the harbor area.
- That review includes confirming parking arrangements, vessel counts, vessel types, development orders, and shared parking agreements on file.
- A member asked whether the review would also include business-use changes and operating hours, since those could affect shared parking arrangements.
- Staff confirmed that they are reviewing both marina-related uses and upland businesses, such as restaurants or shops, because shared parking agreements may depend on hours of operation.
- Members noted that advertised vessel capacity on business websites may not always match what is shown in parking plans.
- Staff acknowledged that this discrepancy is part of what prompted the review.
- The board agreed to wait for a more complete staff update at the next meeting.
- The discussion then shifted to the One Calhoun.
- Members expressed concern that, with other work plans removed or transferred, the CRA needed to refocus on what could be done with the Calhoun property.
- It was mentioned that the property purchase has significantly limited the CRA's available funding.
- Members recalled prior statements that the property may not be monetized under the current funding or financing structure.
- The board discussed the need to get clearer answers from Kim and/or Crystal regarding:
    - Whether the property can be monetized.
    - Whether any exceptions or partial-use options exist.
    - Whether financing would need to be restructured before improvements could be made.
    - What restrictions apply to future use of the property.
- Possible future uses for the property included:
    - Green space.
    - A public park.
    - Parking.
    - A marina-related use.
    - A boardwalk connection under the bridge.
    - A combination of park amenities and limited revenue-generating features.
- Members discussed the fact that the bridge replacement is now expected to be 12 to 14 years away, meaning the property may remain available for public use for a significant period of time before any bridge-related impacts occur.
- Because the bridge may eventually affect the property, members agreed it may not make sense to build a substantial permanent structure there.
- Members discussed the possibility of using portions of the property for parking, especially under or near the future bridge footprint.
- It was noted that a local architecture firm had previously sketched out a concept showing approximately 28 to 30 parking spaces under the bridge footprint.
- Members discussed whether a boardwalk connection under the bridge could be built relatively simply and inexpensively.
- They also noted that lighting and improvements under the bridge could improve safety and access.
- Members expressed frustration that the city purchased a valuable waterfront property, but the public still cannot access or use it.

- The property was described as having excellent views and strong potential as part of the harborfront.
- The board discussed whether the Florida Forever program could be explored as a potential option for the state to acquire the property, while allowing the city to manage or influence how it is used.
- Members suggested that if the state or FDOT may eventually need part of the property for a future bridge, it could make sense to explore a negotiated arrangement now.
- The idea was raised that selling or partially transferring the property could restore funds to the CRA trust and potentially allow the CRA to move forward with other projects.
- Members emphasized that any proceeds from property purchased with CRA funds should return to the CRA.
- The board discussed asking staff to contact the city engineer and/or FDOT to get a better understanding of how much of the property might be needed for future bridge construction.
- Members also discussed the importance of knowing whether FDOT would need a specific amount of waterfront or right-of-way area.
- There was discussion about possible transportation-related improvements near the property and along the U.S. 98 corridor, including:
    - Sidewalk widening.
    - Possible bike-lane relocation.
    - Sun Trail connections.
    - Shade trees.
    - Benches.
    - Trash receptacles.
    - Tunnels or pedestrian connections near Marler parking lot and Stahlman Avenue.
    - A boardwalk wraparound connection under the bridge.
- Members mentioned that the county may have previously committed funding toward a tunnel near Stahlman Avenue and that other funding sources, including DOT, might also be available.
- The board also discussed following up with the TDC regarding possible assistance with repairing the seawall.
- Repairing the seawall was identified as one possible step toward eventually opening the Calhoun property for public use.
- A member asked whether funding to turn the property into green space could be considered during the upcoming city budget process.
- Staff said they would speak with Crystal about whether any dedicated funding sources for open space or similar purposes might apply.
- The board acknowledged that the next meeting would be in June and that budget work sessions would take place in July.
- Tina noted that it is never too late to make a case for budget consideration, though whether there is enough time for serious consideration would be another question.
- The board agreed to continue the Calhoun property discussion at a future meeting.
- No additional board member comments or public comments were made.
- The next meeting was announced for June 10.
- The meeting was then adjourned.

LOCAL PLANNING AGENCY
MEETING MINUTES
MAY 21, 2026 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, May 21, 2026, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
James T. Wood, Jr.	Jay Purut	Kim Montgomery Deputy City Clerk
Todd Buhr	Bree Uptigrove	Daniel Butler Principal Planner
Ken Wampler		Chris Rush Planner
Marcie Bell (in at 5:50 p.m.)		Kyle Bauman Special Project Counsel
Tammy Weidenhamer		

3. AGENDA APPROVAL:

Motion to approve the agenda was made by Agency member Wampler with Agency member Bell providing the second. The motion passed 6-0 with Agency member Bell not being present for the vote.

4. APPROVAL OF MINUTES:

- **February 19, 2026**
- **March 19, 2026**
- **April 9, 2026**
- **April 16, 2026**

Motion to approve the above minutes with changes to the April 9, 2026 & April 16, 2026 meeting minutes was made by Agency member Buhr, with Agency member Wampler providing the second. The motion passed 4-0, Agency member Bell was not present for the vote.

5. NEW BUSINESS:

A. Proposed Ordinance 26-16-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 3 "DEFINITIONS" AND ARTICLE 11 "COASTAL MANAGEMENT AND CONSERVATION" OF THE LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL

LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Butler explained how there are inconsistencies in the definition of Mean High Waterline and Mean Low Waterline and this ordinance and the next one aligns them to be consistent in the Land Development Code and the Comprehensive Plan.

Chairman Wood opened the hearing to the public for input, with no one coming forward to speak, he closed the public portion of the hearing and asked the Agency member for discussion or a motion.

Motion by Agency member Wampler, seconded by Agency member Buhr, the member voted 4-0 to recommend City Council adopt Ordinance 26-16-LC. The motion passed 4-0, Agency member Bell was not present for the vote.

B. Proposed Ordinance 26-18-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 13 "GLOSSARY" OF THE CITY'S COMPREHENSIVE PLAN TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Butler presented Ordinance 26-18-PC, explaining how this Ordinance would amend the Comprehensive Plan definition of "beach" to be consistent with the City Charter.

He explained that the Comprehensive Plan currently references the Mean Low Water Line (MLWL) when describing the City's boundary, while the City Charter references the Mean High Water Line (MHWL). The amendment would revise the Comprehensive Plan language to reference the Mean High Water Line, ensuring consistency among the City's governing documents and eliminating conflicting definitions.

Agency member Wampler made the motion to recommend City Council adopt Ordinance 26-18-PC, with Agency member Buhr providing the second. The motion passed 4-0, Agency member Bell was not present for the vote.

In discussion, Agency member Buhr asked for clarification on the following:

- What the adoption process is and whether the ordinance would be subject to a waiting period before returning to City Council.

Mr. Butler explained that because the ordinance amends the Comprehensive Plan, it must be transmitted to the State of Florida for their review process.

- The amendment package could be submitted to the State immediately following the meeting.
- State agencies review all Comprehensive Plan amendments and provide comments if necessary.
- After completion of the State review process, the ordinance would return to City Council for a second reading and adoption hearing.

Agency member Buhr asked whether the related Land Development Code amendment would proceed separately or be considered concurrently with the Comprehensive Plan amendment.

According to Mr. Butler, the City Attorney and Community Development Director preferred to wait until State review was completed and then bring all related amendments back together for consideration at the same time.

Motion to recommend City Council adopt Ordinance 26-18-PC, with Agency member Buhr providing the second. The motion passed 4-0, with Agency member Bell not present for the vote.

C. PROPOSED ORDINANCE 26-07-LC –

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING AND RENAMING ARTICLE 16 "SIGNS," OF THE LAND DEVELOPMENT CODE TO A NEW ARTICLE 8 "SIGN REGULATIONS"; MODIFYING, AMENDING AND UPDATING CITY SIGN REGULATIONS AS PROVIDED HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

❖ Article 8 Land Development Code Rewrite – Sign Regulations

Mr. Hernandez presented a comparative sign-height analysis requested by the LPA at their previous meeting.

- The analysis reviewed sign regulations from nearby municipalities:
  - Destin
  - Panama City
  - Fort Myers Beach
  - Pensacola
  - Gulf Breeze

  - Santa Rosa County
  - Port St. Joe
  - Clearwater
  - St. Petersburg
- He explained that sign competition generally occurs either:
  - Vertically (taller signs competing for visibility), or
  - Horizontally (shorter signs positioned closer to the roadway and across the site).
- photographic examples illustrating how differing sign-height regulations affect visual appearance and streetscape character were provided.

- Mr. Hernandez noted Destin currently allows signs up to approximately 26 feet in height in many areas.
- Examples along U.S. Highway 98 demonstrated:
  - Varying sign heights.
  - Businesses competing for visibility.
  - Significant visual clutter along commercial corridors.
- Additionally, with utility undergrounding not yet been completed along much of Highway 98, and current conditions include both utility infrastructure and elevated signage.

➢ **Examples from Other Jurisdictions:**

❖ **Panama City**

- Mr. Hernandez noted Panama City reduced sign heights to approximately 8 feet in 2019.
- Existing taller signs remain due to nonconforming status.
- He emphasized that changing regulations does not immediately eliminate existing signage.

❖ **Fort Myers Beach**

- Following Hurricane Ian, redevelopment accelerated compliance with a five-foot sign-height standard.
- Mr. Hernandez noted that the resulting streetscape appeared cleaner and less cluttered.

❖ **Gulf Breeze**

- Mr. Hernandez highlighted Gulf Breeze as an example of a corridor with:
  - Eight-foot sign limits.
  - Underground utilities.
  - Uniform and visually appealing streetscape character.
- Several Board members commented positively on the appearance of the corridor.

❖ **Other Jurisdictions**

- Mr. Hernandez provided examples from Pensacola, Santa Rosa County, Port St. Joe, Clearwater, and St. Petersburg.

- The discussion focused on differences in sign heights, visual clutter, and overall corridor appearance.

➢ **Staff Analysis**

❖ **Advantages of Taller Signs**

- Increased visibility from greater distances.
- Better visibility for businesses set behind parking lots.
- May reduce the need for multiple signs on a property.

❖ **Disadvantages of Taller Signs**

- Encourage "sign wars" where businesses compete vertically.
- Create visual clutter.
- Result in less cohesive streetscape appearance.
- Reduce opportunities for a unified corridor aesthetic.

❖ **Advantages of Shorter Signs**

- Create cleaner, more uniform streetscapes.
- Improve corridor aesthetics.
- Encourage consistency and intentional design.
- Promote a more pedestrian-oriented environment.

❖ **Challenges of Shorter Signs**

- May reduce visibility for businesses located behind parking lots.
- Could require businesses to reconsider site layouts and sign placement.
- Existing nonconforming signs would remain unless addressed through amortization or sunset provisions.

❖ **Board Discussion**

- Agency member Buhr contended that visual clutter is driven more by commercial density than by sign height.
- Concern was expressed that reducing sign height alone may not meaningfully reduce clutter in heavily developed areas such as Harbor Boulevard.
- Several members discussed sight visibility for drivers leaving businesses.
- Concerns were raised that lower signs could potentially affect visibility depending on vehicle type and site configuration.
- Mr. Hernandez responded that FDOT sight-triangle requirements already regulate visibility at driveways and intersections.
- Several members stated that lower sign heights create a more attractive and unified appearance.
- Gulf Breeze was repeatedly referenced as an example of a desirable streetscape.

- Members noted that utility undergrounding, landscaping, and sign design all contribute to overall aesthetics.

Existing Technology and Navigation

- One member observed that visitors increasingly rely on GPS navigation rather than locating businesses through tall signs.
- It was suggested that sign visibility may be less critical today than in the past.

Future Corridor Changes

- Members discussed future transportation improvements and utility undergrounding projects.
- Questions were raised regarding how future FDOT projects may affect corridor design and signage standards.

Sign Color and Design Standards

- Discussion occurred regarding the possibility of more neutral or coordinated sign aesthetics similar to those found in:
    - Holiday Isle
    - Certain South Walton communities
- No formal action was taken on color standards.

Transition Period

- Staff discussed the concept of a 10-year amortization/sunset period for nonconforming signs.
- They also noted many communities allow existing signs to remain indefinitely, while others establish transition periods to achieve long-term streetscape goals.

Comparative Standards Discussion

- Staff reviewed a chart comparing sign regulations across multiple jurisdictions.
- Discussion focused on:
    - Eight-foot sign standards in mixed-use districts.
    - Destin's existing 26-foot sign-height allowances.
    - Potential approaches for differentiating sign standards by zoning district.

- Following the comparative sign-height analysis, the Agency members shifted discussion toward establishing a recommended maximum sign height citywide.
- They discussed the benefits of having a single sign-height standard throughout the city rather than varying standards by zoning district.
- Additional discussions referenced examples from Gulf Breeze, Panama City, Port St. Joe, and other jurisdictions reviewed by staff.

- One member expressed support for reducing sign heights substantially from the current 26-foot allowance and suggested 10 feet as a starting point for discussion.
- Other members discussed possible alternatives including:
    - 10 feet citywide.
    - 12 feet citywide.
    - 14 feet with a provision that signs not exceed the height of the principal building.
- Staff advised that sign-height standards among Florida municipalities vary considerably, though many jurisdictions reviewed fell within the range of approximately 8 to 16 feet.

Discussion of Building Height Limitation

- The Agency members discussed incorporating a provision that sign height does not exceed the height of the principal structure on the property.
- The members noted that such an approach would:
    - Prevent oversized signs for smaller buildings.
    - Allow flexibility while maintaining proportionality between buildings and signs.
- Mr. Butler explained that building height is already measured from grade to the cornice line and suggested using the same measurement method for consistency and ease of administration.
- Board members expressed support for utilizing an existing, clearly defined measurement standard.

Motion by Agency member Buhr, seconded by Agency member Wampler to recommend a citywide maximum sign height of 12 feet, measured from grade, and not to exceed the height of the building as measured from grade to the cornice line. The motion passed 5-0.

In discussion the members stated the following:

- 12 feet represented a reasonable compromise between maintaining visibility and reducing visual clutter.
- Including comparisons to existing signs within the city and examples presented by staff.
- Members emphasized a desire to move away from the current 26-foot standard while maintaining practical visibility for businesses.

❖ **Nonconforming Sign Attrition Provisions**

- Mr. Butler reviewed revisions made following direction from the previous LPA meeting.
- He explained that:
    - Existing language addressing digital-sign attrition overlapped with provisions already contained within Article 3 relating to nonconformities.
    - Redundant language had been removed.
    - Draft language had been revised to apply a 10-year attrition period to all nonconforming signs rather than solely digital signs.
- He also pointed out that one remaining reference to “digital” signs would need to be revised to “nonconforming” signs for consistency.

❖ **Temporary Commercial Signs in Residential Areas**

- Agency member Buhr member raised questions regarding temporary commercial signs associated with home-based businesses and cottage industries.
- The discussion focused on:
  - The proposed limit of 90 days per calendar year for temporary commercial signs in residential zoning districts.
  - Whether the limitation could affect home occupations, cottage-food businesses, and similar activities.
- Staff stated that current interpretation would limit temporary commercial signage in residential districts to 90 days annually.
- The City Attorney's prior review of the ordinance was noted.
- Staff further advised that state statutes governing home occupations generally require compliance with applicable local regulations regarding signage and preservation of residential character.
- Board members discussed balancing support for small home-based businesses with maintaining the residential nature of neighborhoods.

❖ **Discussion – Additional Nonconforming Sign Removal Trigger**

- Agency member Buhr introduced language from the Panama City sign ordinance providing that a nonconforming sign loses its status upon a change of ownership of the property.
- The proposed language would require removal or compliance of a nonconforming sign following transfer of ownership.
- The members discussed the provision as a potential method for accelerating removal of nonconforming signs and achieving corridor-improvement goals.
- Bot staff and legal counsel advised that additional research would be necessary to evaluate:
  - Legal implications.
  - Administrative enforcement considerations.
  - Practical implementation procedures.
- Board members expressed interest in further evaluation of the concept.

Agency member Buhr made the motion to recommend City Council approval of Proposed Ordinance 26-07-LC with the following revisions:

1. **Establish a citywide maximum sign height of 12 feet, measured from grade, and not exceeding the height of the principal building measured from grade to the cornice line as previous motioned.**
2. **Revise remaining references to "digital" signs within Section 8.07.03 to reference "nonconforming" signs.**

Agency member Bell provided the second. In discussion, Agency member Buhr referred staff to an email he just sent to staff about an Ordinance from Panama City regarding to nonconforming

signs and change of ownerships and read the language out loud to the members while staff provided it on screen.

Agency member Buhr amended the motion to add the following third language:

3. **Add a change-of-ownership provision in 8.07.03 and addition of #2, for nonconforming signs consistent with language discussed from the Panama City ordinance, subject to staff and legal review. If legal or staff review identified concerns, the item would be returned to the LPA for further consideration before advancing to City Council.**

Mr. Bauman suggested that staff ensure that the City Attorney, Ms. Kimberly Kopp reviews this language prior to implementing it into the Ordinance.

Mr. Butler added that this would not be something that staff would normally track since they are not aware of businesses that are sold to new owners unless there is a change of use applied for the property.

Chairman Wood opened the hearing to the public for input, with no one being present, he closed the public and called for the vote, the motion passed 5-0.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 7:10 p.m.

Adopted and approved this _____ day of _____ 2026.

_____ _____

James T. Wood, Jr. Chairman Kimberly Montgomery Deputy City Clerk

BOARD
OF ADJUSTMENT
DESTIN CITY HALL ANNEX CHAMBERS
WEDNESDAY, JUNE 3, 2026
5:30 P.M.

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, June 3, 2026, at Destin City Hall Annex Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:	**Absent:**	**Staff Present:**
Tom Weidenhamer		Kim Montgomery, Deputy City Clerk
James Moomaw		Jesse Hernandez Senior Planner
Lance Johnson		Chris Rush Planner
Allan Osbourne		Kim Kopp City Attorney
Ross Haynes		
Stephanie Rowe		

4. AGENDA APPROVAL:

Chairman Weidenhamer asked if there needed to be any changes to the agenda. With no changes or additions to the agenda, Chairman Weidenhamer approved the agenda as advertised.

5. APPROVAL OF MINUTES:

- **May 6, 2025 Minutes**

Motion to approve the minutes of the May 6, 2025 meeting as written, was made by Board member Osbourne, with Board member Haynes providing the second. Motion passed 6-0.

6. NEW BUSINESS:

A. PZ-2026-48 - 35000 Emerald Coast Parkway Variance Request

Mr. Rush presented the request for redevelopment of the existing First Security Bank site at 3500 Emerald Coast Parkway.

- Proposal includes:
  - Demolition of the existing building.
  - Construction of a new 3,447-square-foot bank building.

  - Drive-through banking facility.
  - On-site parking and vehicle circulation improvements.
- Property is located within the Commercial General (CG) zoning district.
- The site is a corner lot with frontage on:
  - U.S. Highway 98
  - Crystal Beach Drive
- The applicant is requesting relief from setback requirements contained in Land Development Code Section 7.12.08(K)(i).
- Mr. Rush explained that the property is subject to front setback requirements on both street frontages.
- Proposed building location would place the structure approximately 53 feet from the Crystal Beach Drive property line.
- Mr. Rush explained that staff has reviewed the six Variance criteria requirements in the Land Development Code.
  - No public comments have been received as a result of the request.
  - Staff recommends denial of the variance request because the request does not meet all six criterion.

❖ **Applicant Presentation:**

Mr. Dean Burgess, Emerald Coast Associates, spoke on behalf of the applicant and explained the following:

- The request is not related to the Highway 98 setback.
- The issue stems from the setback requirement along Crystal Beach Drive.
- The corner-lot configuration creates practical difficulties in meeting both front setback requirements simultaneously.

He explained how meeting the current code requirements would push the building into the corner of the lot, creating:

- Circulation problems.
- Reduced access around the building.
- Safety concerns for pedestrians.
- Difficulty accommodating drive-through operations.
- Fire Marshal Matt Taylor provided support for the request in order to for their fire engine to have access around the building which would maintain their fire apparatus access with the proposed design.

In reviewing the zoning and lot definitions in the Land Development Code, he realizes how staff arrived at the determination that Crystal Beach Drive must be treated as frontage. However, he presented aerial imagery and surrounding development patterns showing that nearby commercial buildings generally do not meet the current setback standards.

- He Indicated that nearby banks, including Regions, Wells Fargo, Truist, and Vanguard, have layouts inconsistent with the current setback requirements.

- He explained how:
  - The proposed building would be located approximately 26 feet from Highway 98, meeting code requirements.
  - Relief is requested only along Crystal Beach Drive.
- He discussed how a compliant layout would:
  - Force building entrances into undesirable locations.
  - Create conflicts between pedestrians and vehicle circulation.
  - Reduce visibility and functionality of the site.

❖ **Board Discussion**

- Board members questioned:
  - Existing access from Highway 98.
  - Vehicle circulation patterns.
  - Drive-through functionality.
  - Fire truck and service vehicle access.
- Applicant confirmed:
  - Existing Highway 98 access will remain.
  - FDOT-approved right-in access would continue to reduce traffic conflicts.
- Board members discussed:
  - Existing site conditions.
  - Whether the current building already occupies a similar setback position.
  - Whether redevelopment should be treated differently from continued use of the existing building.
- Staff clarified:
  - The existing building is a legal nonconforming structure.
  - Nonconforming structures may continue to exist.
  - Once demolished and rebuilt, the nonconforming status is lost, and current code requirements would apply.
- Board members expressed interest in balancing:
  - Existing property rights.
  - Continued banking use.
  - Public safety and site functionality.
- Discussion occurred regarding limiting any variance approval specifically to bank use.

Motion by Board member Osbourne to approve the variance request for the Crystal Beach Drive setback with the following conditions:

- **The variance remains in effect only while the property continues to operate as a bank.**
- **Any future change in use would eliminate the variance and require compliance with applicable code requirements.**

Board member Johnson provided the second. The motion passed 6-0.

B. PZ 2026-69 Wagner Property Group, LLC – 751 Harbor Boulevard

Mr. Rush presented a request from Wagner Property Group, LLC for redevelopment of the property located at 751 Harbor Boulevard.

- Proposal includes:
  - Demolition of the existing building.
  - Construction of a new 3,333-square-foot JP Morgan Chase Bank building.
  - Drive-through facility.
  - On-site parking and circulation improvements.
- Property characteristics:
  - Approximately 0.97 acres.
  - Zoned Town Center Mixed Use (TCMU).
  - Future Land Use designation: Town Center Mixed Use.
- Applicant requested relief from Land Development Code Section 7.12.08(K)(i), which requires:
  - Minimum front setback of 16 feet.
  - Maximum front setback of 26 feet.
- Staff reviewed:
  - Required variance criteria.
  - Public notice procedures.
- Staff reported:
  - No public comments have been received.
- Staff recommendation:
  - Denial of the variance request.

❖ Applicant Presentation

- The applicant representative participated remotely via Microsoft Teams.
- Explained that the variance was requested to:
  - Accommodate drive-through circulation.
  - Maintain safe distances between drive-through exits and site access points.
  - Promote safe vehicle circulation.
- Proposed setbacks:
  - Approximately 29 feet from Highway 98.
  - Approximately 70.8 feet from Village Center Parkway.
- Representative noted:
  - Existing building currently sits approximately 153 feet from the setback line.
  - Proposed redevelopment would move the building closer to the street than the existing development.

Board member Moomaw questioned the rationale behind maximum setback requirements.

Mr. Rush explained the maximum setbacks originated during implementation of the Multimodal Transportation District (MMTD).

  - Purpose was to:
    - Create a pedestrian-oriented streetscape.
    - Position buildings closer to roadways.
    - Move parking areas behind structures.
- Discussion included:
  - Ongoing efforts by City Council to revise or reduce MMTD-related requirements.
  - Consistency of the proposal with the broader goals of Town Center redevelopment in the district.
- Board member Rowe observed how this is moving in the right direction:
  - The site plan places parking behind the building.
  - The design aligns more closely with the intended Town Center development pattern than the existing site.
- Board member Osbourne questioned if there may be any potential issues with:
  - Utility conflicts.
  - Future roadway improvements.

Mr. Hernandez indicated that the Technical Review process is underway, the utility companies are involved in the review process, and that there are not any utility concerns identified.

Motion made by Chairman Weidenhamer to approve the variance request with Board Member Moomaw providing the second. The motion passed with a 6-0 vote to award the Variance PZ-2026-69 - 751 Harbor Blvd.

7. ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:25 p.m.

Adopted and approved this _____ day of _____ 2026.

_____ _____

Tom Weidenhamer, Chairman Kim Montgomery, Deputy City Clerk

ITEM # 2026-923

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Daniel Butler, Principal Planner
Tina Deater, Community Development Director

DATE: June 24, 2026

SUBJECT: First Reading Ordinance No. 26-07-LC relating to the renumbering and renaming of Land Development Code Article 16 - "Signs" to a new Article 8 – "Sign Regulations". **AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING AND RENAMING ARTICLE 16 "SIGNS," OF THE LAND DEVELOPMENT CODE TO A NEW ARTICLE 8 "SIGN REGULATIONS"; MODIFYING, AMENDING AND UPDATING CITY SIGN REGULATIONS AS PROVIDED HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

I. BACKGROUND: On April 5, 2021, the City Council unanimously approved the scope of work and budget to rewrite the Land Development Code (LDC). Since then, Staff has advanced the project through comprehensive review, public comment, and drafting. Major activities have included:

- Review of Comprehensive Plan policies
- Developing Planning Areas and their associated Intent Statements
- Review of the LDC text, article by article
- Public workshops with City Council, the Local Planning Agency (LPA), and other advisory boards/committees

A draft of Article 7 was presented to the City Council at its workshop on October 28, 2024, and their comments have been incorporated into the proposed Ordinance, along with public comments and recommendations from the LPA.

II. DISCUSSION: Drafts of ***Article 8 - Sign Regulations*** have been available for public review since April 2024. Article drafts have gone through several review iterations with Community Development Staff, other Departments, and the City's Attorney, as well as public review and discussion at several LPA meetings. Criteria for evaluating the existing and proposed LDC regulations include the LDC's purpose and intent, public comments, feedback from the City Council, LPA, and other boards, and compliance with the City's adopted Comprehensive Plan and State Statutes.

Article 8 - Sign Regulations is intended to protect the public health, safety, and welfare by regulating the size, location, design, and maintenance of signs throughout the city. The ordinance serves to improve traffic and pedestrian safety, prevent visual clutter, preserve property values, promote orderly development, and maintain the attractive community appearance that supports Destin's tourism-based economy. By establishing standards for permanent and temporary signs while protecting free speech rights, the ordinance seeks to ensure that signage remains effective for communication without creating hazards, detracting from the city's resort character, or diminishing the quality of life for residents and visitors.

On Thursday, June 18, 2026, the LPA recommended that City Council approve the draft Article 8 - Sign Regulations, with a vote of 5-1.

The following items guided the rewrite of Article 8:

American Planning Association Guidance
The Supreme Court Case *Reed v. Town of Gilbert, AZ (2015)* changed the way municipalities need to think about and develop their sign regulations. Since this ruling, the American Planning Association (APA) has provided guidance on how to be compliant with the ruling. The guidance is as follows:

1. Focus on type, not message (Permanent/Temporary and/or Attached/Detached)
2. Craft a compelling purpose statement
3. Review and update definitions of signs to remove any reference to content/message-based
4. Exemptions need to avoid content-based exemptions

Commercial & Non-Commercial speech
The ruling does allow municipalities to identify signs as commercial or non-commercial speech to be able to distinguish and allow differing regulations for both types of speech. However, the regulations for non-commercial speech should be narrowed and focused. The regulations for commercial speech can be more stringent but still consistent.

Permanent & Temporary Signs
Establishing clear regulations for the differentiation of permanent and temporary regulations is critical. The current code does a good job of differentiating; however, the regulations are based on content and are not consistent throughout.

Sign Classification & Type Charts:
Based on the guidance provided by the APA and clear guidance provided in Justice Alito’s

concurring opinion of *Reed v. Town of Gilbert, AZ,* Staff developed the Sign Classification and Type Charts found in the two Permanent and Temporary Permitted signs. The charts are a one-stop shop to determine how much square footage, number of signs, and where the sign can be located, based on zoning district. This method was reviewed by several outside parties, which included sign companies, and Staff received positive feedback on the charts' ease of use.

Permanent Commercial Signage in Residential Zones:
Right now, the current sign regulations allow for permanent signage, whether attached or detached, in residential districts. Based on feedback, the draft currently prohibits permanent commercial signage within any residential district.

Sign Height:
With the undergrounding efforts that continue throughout the City, there has long been talk about signage cluttering our roadways, as the current maximum height for all signs is 26'. At the LPA meeting on May 21, 2026, Staff provided a brief presentation comparing sign height limitations across other jurisdictions within the State of Florida to better illustrate how height standards influence corridor appearance and overall streetscape character. Cities such as Panama City, Fort Meyers Beach, Pensacola, Gulf Breeze, Santa Rosa County, Port Saint Joe, Clearwater, and St. Petersburg were evaluated. Staff's analysis reviewed how lowering maximum sign height could improve consistency and reduce vertical competition. Staff noted that while property owners would continue to maximize the allowed height, competition would shift horizontally within setback areas rather than vertically, resulting in a cleaner and more "legible" corridor over time. Case studies from Panama City, Fort Myers Beach, Gulf Breeze, Port St. Joe, Clearwater, and St. Petersburg demonstrated that communities with lower height limits generally experience improved sight lines and reduced visual noise. These examples also showed that transitions occur gradually unless redevelopment or major events accelerate replacement of nonconforming signs. Staff determined that taller signs offer increased visibility at higher speeds and over obstructions but contribute to visual clutter and inconsistent corridor character. Shorter signs support a more cohesive streetscape, improve pedestrian orientation and scaling, and shift competition toward design quality rather than height, though visibility challenges may arise in areas with deep setbacks or large parking lots. After the presentation and discussion with the LPA, the LPA recommended that the maximum height of all signs within the City be reduced to 12', with no sign permitted to protrude above the roofline, cornice line, parapet, or highest point of the facade of any structure, whichever is lower.

Digital Signs:
Digital signs are currently allowed in the City per today's LDC. However, the LPA has recommended prohibiting new digital signs, with the exception of institutional uses within the Institutional zoning district still able to permit signs. As drafted, the existing digital signs would become non-conforming and be subject to removal within ten (10) years, or when a property changes ownership, whichever occurs first. It is worth noting that prohibiting digital signs throughout the City could place an additional operational burden on businesses like gas stations, who depend on these types of signs to relay pricing. To ensure the LPA understood the potential implications, Staff returned to the LPA after receiving a recommendation of approval on Thursday, June 18, 2026. At the LPA meeting on Thursday, June 18, 2026, there was additional discussion between Staff and the LPA regarding other options of limiting/prohibiting digital signs within the City, besides outright prohibiting (with the exception for institutional uses noted above), including implementing stricter regulations for digital signs, such as less allowable square footage, stricter timing allowances, prohibiting message transition types, etc.,

or regulating digital signs differently than electronic changeable copy signs (aka electronic message centers). However, the LPA decided to recommend City Council approve the ordinance as drafted with the prohibition of digital signs except for institutional uses in Institutional zoning.

Nonconforming Signs:
The LPA has also recommended a "removal and attrition" requirement for all nonconforming signs within the City, not just digital signs, citing Panama City's ordinance, which requires any illegal sign to be removed immediately if located on a piece of property in which there is a change in ownership or other transfer of an interest in the real property for. It is worth noting that Article 3 does allow signs (except for off-site signs) to have ordinary repair and maintenance done, not to include structural repairs. Therefore, as drafted, digital signs would be allowed ordinary repair and maintenance, but no structural repairs, for the remaining life of the sign.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence.
II. Enhanced quality of life and safety for families.
IV. Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): None.

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement: Attached herein.

III. CONCLUSION: Article 8 establishes regulations that are intended to protect public health, safety, and welfare by regulating the size, location, design, and maintenance of signs throughout the city. The ordinance serves to improve traffic and pedestrian safety, prevent visual clutter, preserve property values, promote orderly development, and maintain the attractive community appearance that supports Destin's tourism-based economy. Ordinance 26-07-LC, creating Article 8 – Sign Regulations, will repeal existing Article 16 and establish a new Article 8 in the Land Development Code (LDC), which will become effective on October 1, 2026, provided that it is adopted by the City Council and signed by the Mayor prior to October 1, 2026.

IV. RECOMMENDED MOTION: I move that the City Council approve proposed Ordinance 26-07-LC on first reading.

ALTERNATIVE MOTIONS
I move that the City Council approve proposed Ordinance 26-07-LC, with the following modification(s): _____.

Attachments:

1. Ord. 26-07-LC - LDC Rewrite Article 8
2. Exhibit A to Ordinance 26-07-LC
3. Exhibit B - Sign Comparative Analysis
4. Gas Station Sign Exhibit

5. ECC 1
6. ECC2
7. Business Impact Statement - Ord. 26-07-LC

ORDINANCE NO. 26-07-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING AND RENAMING ARTICLE 16 "SIGNS," OF THE LAND DEVELOPMENT CODE TO A NEW ARTICLE 8 "SIGN REGULATIONS"; MODIFYING, AMENDING AND UPDATING CITY SIGN REGULATIONS AS PROVIDED HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, a comprehensive review of the entire Land Development Code has not taken place in some time; and

WHEREAS, the City Council has a goal of updating the Land Development Code to promote consistency with the latest state and federal laws, as well as best practices for land development in Florida; and

WHEREAS, the City Council has undertaken an effort to rewrite portions of its Land Development Code ("LDC") to improve usability, implement missing elements of the Comprehensive Plan, and modernize development standards; and

WHEREAS, the City Council desires to clean up items in the LDC related to inconsistencies in the existing code, problems identified in the course of everyday implementation, or items that were missing or outdated due to changes in the City's practices or development typologies; and

WHEREAS, the City Council endeavors to modernize the LDC by addressing items that

will result in structural improvements to the LDC or areas where best practices have changed significantly since the relevant regulations were last updated; and

WHEREAS, the City Council desires to improve areas of development and land use that are insufficiently addressed by the current code; and

WHEREAS, the City Council desires to maintain the quality of life for City residents by protecting environmental resources, protecting existing neighborhoods, and protecting wildlife areas and natural amenities; and

WHEREAS, the City Council seeks to discourage sprawl development and provide guidance for infill development; and

WHEREAS, the City Council retained 3TP Ventures as a consultant to assist City staff with a comprehensive rewrite of the Land Development Code ("LDC"); and

WHEREAS, City Staff has presented various versions of Article 8 of the LDC to the City's Local Planning Agency (LPA) and incorporated recommendations from the LPA into the proposed Article 8; and

WHEREAS, City Staff has held multiple workshops before the City Council and incorporated policies discussed at the City Council workshops into the proposed LDC; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on April 2, 2026, for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. Article 16 - Signs of the Land Development Code is deleted in its entirety and replaced with the new Article 8 – Sign Regulations as shown in Exhibit "A" to this Ordinance, attached hereto and fully incorporated herein by this reference. Exhibit "A" to this Ordinance

constitutes Article 8 of the City of Destin's Land Development Code as of the effective date of this Ordinance.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective on October 1, 2026, provided it is adopted by the City Council and signed by the Mayor prior to October 1, 2026.

ADOPTED THIS ____DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

DRAFT

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

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ARTICLE 8 – SIGN REGULATIONS

SECTION 8.01 PURPOSE AND INTENT

SECTION 8.01.01 PURPOSE AND INTENT

The purpose of this Article is to provide the minimum control of signs necessary to promote the health, safety, general and economic welfare of the public. This Article intends to lessen hazards and conflicts to pedestrians and vehicular traffic, preserve property values and community character, and prevent unsightly and detrimental development that would detract from the tourist resort appeal of the community. Further, it is the intention of these regulations to prevent and mitigate economic decline and blight by preventing signs from reaching such excessive size or numbers that they obscure one another to the detriment of all concerned by using certain fundamentals of design that strengthen the community's economic base and preserve the right of free speech. This Article regulates signs in a content-neutral manner and is intended to regulate the time, place, and manner of signage, not the content of speech.

SECTION 8.02 GENERAL PROVISIONS

SECTION 8.02.01 GENERAL REQUIREMENTS

A. No sign, whether permanent or temporary, shall be allowed within any right-of-way (ROW), including but not limited to the foundation, sign supports, or any portion of the sign face or leading edge.
   1. Exceptions: Signs required for public safety, traffic control, construction activity, or other similar hazards, approved by the City, state, or other federal agency, meant to alert, direct, or warn drivers, cyclists, pedestrians, or other users of the ROW.
   2. Other explicit allowances per this Article.

B. It shall be unlawful to erect or construct, or cause to be erected or constructed, maintain or cause to be maintained, any sign not expressly authorized and permitted by, or exempted from, these regulations.

C. These sign regulations are intended to complement the requirements of the Florida building and electrical codes, and the requirements of the City. Wherever there is inconsistency between these regulations and the Florida Building Code (FBC), the FBC shall apply.

D. Compliance with the requirements of these regulations shall not constitute a defense to an action brought to abate a nuisance under the common law.

E. All signs, including their supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with this Article and the building and electrical codes of the City, and no rubbish or debris that would constitute a fire or health hazard shall be permitted under or near the sign.

F. All permanent signs, and the illumination thereof, shall be designed, constructed, and maintained in conformity with applicable provisions of the building code and electrical codes of the City.

SECTION 8.02.02 PERMITS REQUIRED

A. No person shall erect, construct, alter, repair, or relocate any sign that requires a permit without first obtaining a building permit for such work from the City, unless exempt per Section 8.06 Exempt Signs or otherwise expressly exempted per this Article.

B. No permit shall be issued until the City determines that such work is in accordance with the requirements contained in this ordinance, and such work will not violate any building, electrical or other adopted codes of the City.
C. All required building or sign permit applications shall be submitted to the Community Development Department for review.
D. The application shall contain all the information required for a proper review of the proposed sign, and includes but is not limited to the documents required below and shall be accompanied by the required permit fee.
    1. Agent Affidavit
    2. Site Plan
    3. Sign renderings
    4. Square footage calculations of signs and façade, if applicable
    5. Total number of signs
    6. Electrical plans if applicable
    7. Any previously approved and valid agreements for signage
    8. Other documents deemed necessary by the Community Development Director or designee.

SECTION 8.02.03 ILLUMINATION STANDARDS

A. Sign lighting may not be designed or located to cause confusion with traffic lights.
B. Illumination by floodlights or spotlights shall comply with the lighting regulations located within Article 6 of this Code.
C. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.
D. All sign lighting shall be continuous lighting and shall not have any lighting element that flashes, flickers, fades, or other similar non continuous lighting scheme.

SECTION 8.02.04 PLACEMENT AND CLEARANCE STANDARDS

A. Near Street and Driveway Intersections
    1. Signs located within the clear visibility triangle near street and driveway intersections shall meet all standards of the latest edition of the Florida Greenbook.
B. In or Over Public or Private Right-of-Way
    1. Signs shall not be placed in, upon, or project over a public or private ROW or easement, except as allowed by this Article in specific situations.
C. Blocking Emergency Access
    1. No sign or sign structure shall be erected that impedes use of any fire escape, emergency exit or standpipe, or any other emergency ingress or egress.
D. Relationship to Building Features
    1. A building sign shall not extend more than six inches (6") beyond any edge of the surface to which it is attached, nor disrupt a major architectural feature of the building.
E. Maximum Projection
    1. A projecting building sign that is oriented perpendicularly to the building façade may extend no more than four feet perpendicularly from the surface to which it is attached.

SECTION 8.03 PERMITTED PERMANENT SIGNS

SECTION 8.03.01 GENERAL PROVISIONS

A. All permanent signs require a permit unless expressly exempted by this Article.

B. The sign face area of any non-conforming sign located on the premises shall be included for purposes of determining the maximum allowable building or free-standing sign face area.

C. All signage shall be constructed of material that is rigid or in a manner that it is permanently affixed to a rigid material, in the case of a vinyl wrap, and shall not require tie downs.

1. The intent of this section is to prevent permanent signs that are made in a banner material or style or tied down or wrapped around a permanent sign structure.

D. Free Standing or Ground Signs

1. Multiple street frontages: Any premises with multiple street frontages may allocate its total allowable ground sign face area among its permitted ground signs on any street frontage, provided each street frontage is allowed only one ground sign which shall not exceed a maximum square foot allowed per the appropriate district as identified in Table 8.03-1.

SECTION 8.03.02 PERMANENT SIGN CLASSIFICATIONS AND TYPES

A. The following permanent sign classifications are adopted by the City of Destin to regulate signage within the jurisdiction of the city limits.

1. Permanent Commercial - a sign that is constructed or used for ninety-one (91) days or more, and utilizes any writing, graphic or pictorial presentation, number, illustration, or decoration, which promotes, advertises, or attracts attention to any type of commerce or non-ideological message.
2. Permanent Non-Commercial - a sign that is constructed or used for ninety-one (91) days or more, and utilizes any writing, graphic or pictorial presentation, number, illustration, or decoration, which promotes an ideal, belief, or other thought.

B. The following types of signs are allowed as designated in this Article.

1. Attached, i.e., a "building sign" or a sign that is attached to a structure that is occupiable or useable.
2. Free Standing, i.e., a "ground sign" that is independent of another structure.

SECTION 8.03.03. PERMANENT SIGN ALLOWANCES

Table 8.03-1 Sign Dimension Allowance

	Permanent Commercial		**Permanent Non-Commercial**	
	Free Standing	Attached	Free Standing	Attached
Residential Districts				
Total sq. ft.	See Section 8.03.04.F.	Permanent Commercial Signage is not allowed in any Residential District.	32 sq. ft.	
Max individual Sign sq. ft.			16 sq. ft.	
Max Height			12'/Footnote 1	Footnote 1
Front Setbacks			10'	N/A
Mixed Use Districts				
Total sq. ft.	See Table 8.03-2	Footnote 2 & 3	60 sq. ft.	60 sq. ft. / Footnote 2 & 3
Max individual Sign sq. ft.	150 sq. ft.	100 sq. ft.	10 sq. ft.	
Max Height	12'/Footnote 1	Footnote 1	12'/Footnote 1	Footnote 1
Front Setbacks	10'	N/A	10'	N/A
SHMU & NHMU District				

Total sq. ft.	See Table 8.03-2	Footnote 2 & 3	60 sq. ft.	Footnote 2 & 3
Max individual Sign sq. ft.		100 sq. ft.	10 sq. ft.	15 sq. ft.
Max Height	12'/ Footnote 1	Footnote 1	12'/Footnote 1	Footnote 1
Front Setbacks	10' / Footnote 4	N/A	10'	N/A
Waterfront Sign	See Table 8.03-2	N/A	See Table 8.03-2	N/A
CG, CTS, IN, INST, A Districts				
Total sq. ft.	See Table 8.03-2	Footnote 2 & 3	150 sq. ft.	Footnote 2 & 3
Max individual Sign sq. ft.		100 sq. ft.	10 sq. ft.	15 sq. ft.
Max Height	12'/Footnote 1	Footnote 1	12'/Footnote 1	Footnote 1
Front Setbacks	10'	N/A	10'	N/A
REC & CON Districts				
Total sq. ft.	60 sq. ft.		Permanent Non-commercial signage is not allowed in the Recreation or Conservation Districts.	
Max individual Sign sq. ft.	60 sq. ft.			
Max Height	12'/Footnote 1	Footnote 1		
Front Setbacks	10'	N/A		

Note: Multiple individual signs (not exceeding the max. individual sign area) may be used to achieve the maximum sign area (square footage) outlined above.

1. In no case shall a sign protrude above the roofline, cornice line, parapet, or the highest point of a façade of any structure, whichever is lower.
2. Single-occupancy Building: Fifteen percent (15%) of the façade not to exceed 150 sq. ft.
3. Multi-occupancy Building: Fifteen percent (15%) of the lease space/unit façade, not to exceed 150 sq. ft. in the aggregate, whichever is less. All occupants or units shall have a right to a minimum of 25 sq. ft. of signage.
4. Signs shall be set back ten feet from all property lines. However, if the property is located along U.S. Highway 98 in the South Harbor Mixed Use or North Harbor Mixed Use districts, the sign support structure shall be set back ten feet from the front property line, and the sign face area may extend into the setback area by four feet. In no instance may a sign impede the sight vision triangle, clear vision triangle, pedestrian or vehicular movement/access.

Table 8.03-2 Supplemental Free Standing or Ground Sign Allowance			
All Districts	Face square footage	1 sq. ft. per linear foot of street frontage not to exceed 150'	
	Number of signs per street frontage	Less than 500' of street frontage	1 sign
		500' or more	2 signs
	Sign spacing	Minimum of 150' within the same property	
SHMU Waterfront signs	Number of signs	1 sign fronting the Destin Harbor per property	
	Sign face square footage	0.5 sq. ft./linear foot of water frontage, not to exceed 80 sq. ft.	

SECTION 8.03.04 SPECIAL SIGNS

A. Lifeguard Station Signs
   1. Each lifeguard station may display one sign of not more than nine (9) square feet.
      a. These signs do not require a sign permit.
B. Utility Signs:

1. Signs placed by public utilities on or near the location of underground utility lines and facilities, high voltage lines and facilities, and other utility facilities and appurtenances shall be permitted not to exceed three (3) feet in height, and four (4) square feet in area.
    a. These signs do not require a sign permit.
    b. This section does not apply to buried utility line markers.

C. Public Traffic Controls Signs
    1. These signs do not require a sign permit when placed by or required by the governing authority with jurisdictional authority.

D. Signs placed on public/private right-of-ways or accessways shall meet the standards and minimums outlined in the MUTCD.
    1. These signs do not require a sign permit.

E. Off-street Directional Signage
    1. For public safety purposes, a maximum of one (1), four (4) square foot sign may be placed per access point of a property with multiple accesses to enhance traffic flow and shall:
        a. Not contain any branding, logos, or other commercially identifiable features.
        b. Not count towards any square footage limitation of ground signs.
        c. Be no closer than five feet (5') to the property boundary.
    2. The signs shall require a sign permit to review for compliance with setbacks and the criteria listed above.

F. Residential Commercial Signs
    1. In residential districts a free-standing sign may be permitted if the following criteria are met.
        a. Time: A permanent sign
        b. Place:
            i. Located on common property owned by the homeowners, property, or condominium, or other owners association or group at the entrance to a residential development.
            ii. Setback a minimum ten feet (10') from the ROW/property line.
        c. Manner: not to exceed sixty (60) square feet and no taller than twelve feet (12') high as measured from grade.

SECTION 8.04 PERMITTED TEMPORARY SIGNS

SECTION 8.04.01 GENERAL PROVISIONS

A. Temporary signs may not require a permit from the City, if they satisfy the restrictions imposed by this section and other relevant parts of this Article.
    1. The City Manager or designee may require a temporary sign permit review and regulations that pertain to permanent signage based on potential or real community impact of the signage.

B. A temporary sign may:
    1. Be a light source, such as a search light or laser, if approved in conjunction with a special event permit and shall have a letter of approval from the Eglin Air Force Base commander or designee.
    2. A temporary sign other than a light source must be:
        a. Constructed of rigid material; and
        b. Secured at all corners or edges to prevent wave action or from moving due to wind forces.
    3. Not be an electric/digital sign.

C. Any temporary sign not complying with the requirements of this section is illegal and subject to immediate removal.

SECTION 8.04.02 TEMPORARY SIGN CLASSIFICATION AND TYPES

A. The following temporary sign classifications are adopted by the City of Destin to regulate signage within the jurisdiction of the city limits.
   1. Temporary Commercial - a sign that is not constructed in a manner as to be permanent and shall not be used for more than ninety (90) days, whether consecutively or not within a calendar year, and utilizes any writing, graphic or pictorial presentation, number, illustration, or decoration, which promotes, advertises, or attracts attention to any type of commerce.
   2. Temporary Non-Commercial - a sign that is not constructed in a manner as to be permanent and shall not be used for more than ninety (90) days, whether consecutively or not within a calendar year, and utilizes any writing, graphic or pictorial presentation, number, illustration, or decoration, which promotes an ideal, belief, or other thought.

B. The following types of signs are allowed as designated in this Article.
   1. Attached, i.e., a "building sign" or a sign that is attached to a structure that is occupiable by or useable.
   2. Free Standing, i.e., a "ground sign" that is independent of another structure.

SECTION 8.04.03 TEMPORARY SIGN ALLOWANCES

Table 8.04-1 Temporary Sign Dimension Allowance

	Temporary Commercial		**Temporary Non-Commercial**	
	Free Standing	Attached	Free Standing	Attached
Residential Districts				
Total sq. ft.	12 sq. ft.	12 sq. ft.	32 sq. ft.	32 sq. ft.
Max. Individual Sign sq. ft.	6 sq. ft.	6 sq. ft.	16 sq. ft.	16 sq. ft.
Max. Height	6′	Footnote 1	6′	Footnote 1
Front Setbacks	10′	N/A	10′	N/A
Mixed Use Districts				
Total sq. ft.	12 sq. ft.	12 sq. ft.	32 sq. ft.	32 sq. ft.
Max. Individual Sign sq. ft.	12 sq. ft.	12 sq. ft.	16 sq. ft.	16 sq. ft.
Max. Height	8′	Footnote 1	6′	Footnote 1
Front Setbacks	10′	N/A	10′	N/A
SHMU & NHMU District				
Total sq. ft.	32 sq. ft.	32 sq. ft.	32 sq. ft.	32 sq. ft.
Max. Individual Sign sq. ft.	32 sq. ft.	32 sq. ft.	16 sq. ft.	16 sq. ft.
Max. Height	8′	Footnote 1	6′	Footnote 1
Front Setbacks	10′	N/A	10′	N/A
Waterfront Sign	Prohibited	Prohibited	Prohibited	Prohibited
CG, CTS, IN, INST, A Districts				
Total sq. ft.	32 sq. ft.	32 sq. ft.	32 sq. ft.	32 sq. ft.
Max. Individual Sign sq. ft.	32 sq. ft.	32 sq. ft.	16 sq. ft.	16 sq. ft.
Max. Height	8′	Footnote 1	6′	Footnote 1
Front Setbacks	10′	N/A	10′	N/A
REC & CON Districts				
Total sq. ft.	32 sq. ft.	32 sq. ft.	Temporary non-commercial signage is not allowed in the	
Max. individual Sign sq. ft.	32 sq. ft.	32 sq. ft.		
Max. Height	8′	Footnote 1		

Front Setbacks	10'	N/A	Recreation or Conservation Districts.

Note: Multiple individual signs (not exceeding the max. individual sign area) may be used to achieve the maximum sign area (square footage) outlined above.

1. In no case shall a sign protrude above the roofline, cornice line, parapet, or the highest point of a façade of any structure, whichever is lower.

SECTION 8.04.04 TEMPORARY EVENT SIGNAGE

A. During a special event, temporary signage, whether free-standing or attached, may be allowed according to the following regulations and Table 8.04-2

B. Commercial Special Event Signage
   1. All commercial special events proposing to utilize temporary signage shall apply for a special event sign permit.
   2. All commercial special event sign permits are valid for no more than 40 calendar days a year per event.
   3. No property may have more than two (2) special event sign permits issued within any calendar year.
   4. Signage shall not go up earlier than thirty (30) days prior to the event start date.
   5. Signage shall be removed no later than ten (10) days after the first day of the event.

C. Non-Commercial Special Event Signage
   1. No non-commercial special event requires a special event sign permit.
   2. Signage shall not go up earlier than thirty (30) days prior to the event start date.
   3. Signage shall be removed no later than ten (10) days after the conclusion of the event.

Table 8.04-2 Temporary Event Sign Allowance

	Temporary Commercial Event	Temporary Non-Commercial Event
Total sq. ft.	100 sq. ft.	100 sq. ft.
Max individual Sign sq. ft.	10sq. ft.	10 sq. ft.
Max Height	See Table 8.04-1	See Table 8.04-1
Front Setbacks		

Note: Multiple individual signs (not exceeding the max. individual sign area) may be used to achieve the maximum sign area (square footage) outlined above.

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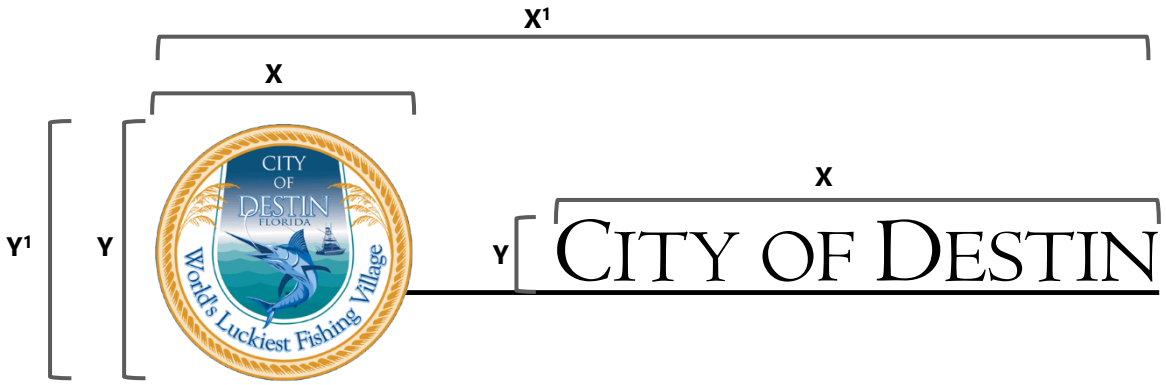
SECTION 8.05 MEASUREMENT DETERMINATIONS

SECTION 8.05.01 SIGN FACE AREA

A. The sign face area of a sign shall be measured as the area enclosed by straight lines drawn to the extremities of the letters, numbers, recognizable symbols, trademarks, or brands. (See Figure 8.04-3 Sign Measurements)

B. Special Situations:

1. Where a sign is composed of letters, pictures, symbols, or logos attached directly to a facade, window, door or marquee, and the letters, pictures, symbols, or logos are not enclosed by a border or trimming, the sign face area shall be the area within the smallest square or rectangle, the sides of which touch the extreme points of any letters, pictures, symbols, or logos.
2. Where two sign face areas are placed back-to-back on a single sign structure, and the faces are at no point more than four feet apart, the area of the sign shall be counted as the area of one of the faces.
3. Where four sign face areas are arranged in a square, rectangle or diamond, the area of the sign shall be the area of the two largest faces. Where a sign is in the form of a three-dimensional object, the area shall be determined by drawing a square or rectangle, the sides of which touch the extreme point or edges of the projected image of the sign and multiplying that area by two. The "projected image" is that image created by tracing the largest possible two-dimensional outline of the sign. *See Figure 8.04.-3 below.*



'X' x 'Y' = square footage of sign face

(X^1 x Y^1) used if using both elements as one (1) sign per 8.05.01.A

Figure 8.04-3 - Sign Measurements

SECTION 8.06 EXEMPT SIGNS

SECTION 8.06.01 EXEMPT SIGN TYPES

A. The following signs are exempt from the permitting requirements of this Code provided they still meet all other applicable Code requirements and provided further they are not placed or constructed to create an immediate threat to the public health, safety, or welfare:

1. Address numbering for properties or buildings provided they meet Fire and building codes.
2. Signs of two square feet or less provided that such sign, or combination of signs, do not constitute a sign prohibited by this Article.
3. Signs less than three square feet when required by any local state or federal law or regulation.
4. Holiday lights and decorations.
5. Signs authorized by statute or ordinance when erected on public property by governmental agencies that have jurisdiction.
6. Legal notices or official instruments when required by law.
7. One sign or tablet per building, of four-square feet or less when cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.
8. Signs incorporated into machinery, material, or equipment by a manufacturer.
9. Signs carried by a person not exceeding six (6) square feet.
10. Temporary signs as permitted by this Article.
11. Standards of political, religious, governmental, or other jurisdictional authority provided these do not contain any commercial speech. These are commonly referred to as "flags."

SECTION 8.07 PROHIBITED SIGNS

SECTION 8.07.01 PROHIBITED SIGN TYPES

The following signs are expressly prohibited:

A. Signs that are in violation of the Florida building or electrical code.
B. Any sign declared by the City Manager or designee to be an immediate threat to the public health, safety, and welfare by reason of an unsafe condition.
C. Signs that obstruct the vision of pedestrians, cyclists or motorists traveling on or entering public streets or signs within the clear visibility triangle per LDC Section 6.02.03.
D. Signs tacked, nailed, posted, pasted, glued, or otherwise attached to trees, utility poles or fences.
E. Signs in any public ROW not
    1. Authorized by governing municipality
    2. Required by any municipality or government agency
    3. Required for public safety or traffic control
F. Signs that emit audible sound, odor, or visible matter such as smoke or steam.
G. Flashing lights or signs with lights or illumination that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color; provided that this paragraph shall not prohibit a sign with a fixed or changing display composed of a series of lights that may be changed through electronic means, provided further that said display may not change more than once every fifteen (15) seconds.
H. Strings of light bulbs regardless of how mounted when used on premises with a commercial land use classification other than traditional holiday decorations and strings of lights used to enhance landscaping.
I. Wind signs.
    1. Standards, colors, or ensigns as exempted in Section 8.06.01 are not included in this prohibition.
J. Signs that inflate or are inflatable.
K. Signs that incorporate projected images,
L. Signs that emit sound that is intended to attract attention,

M. Signs that involve the use of live animals.
N. Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, or mechanical means, except for traditional barber poles.
O. Signs with optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion.
P. Portable signs.
Q. Abandoned or discontinued signs. In determining whether a sign is abandoned or discontinued, the following criteria shall be considered:
    1. Whether the sign identifies correct directions to, location of, or description of the goods or services available on the premises where the sign is located.
    2. The existence or absence of a current local business tax receipt for the premises where the sign is located.
    3. Whether utility service is being provided to the premises where the sign is located; the use of the premises where the sign is located.
    4. The condition of the sign.
    5. Whether ad valorem property taxes have been paid on the premises where the sign is located or on the sign itself.
    6. Any other facts or circumstances which would indicate whether the owner of the sign has intentionally or voluntarily relinquished further use of the sign.
R. Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe, or that obstruct any window to such an extent that the light or ventilation is reduced to a point below that required by any provision of this Code or other ordinances of the City.
S. Signs that resemble any official sign or marker erected by any governmental agency, or that by reason of position, shape, or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be confused with or construed as, or conceal, a traffic control device.
T. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.
U. Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs.
V. Signs placed upon benches, bus shelters or waste receptacles, except as may be authorized in writing pursuant to F.S. § 337.407.
W. Signs erected over or across any public street except as may otherwise be expressly authorized by this Code.
X. Vehicle signs.
Y. Obscene signs.
Z. Roof signs.
AA. Off-premises signs.

SECTION 8.07.02 DIGITAL AND ELECTRONIC SIGNS

A. Digital signage is prohibited and strictly not permitted within the city limits of Destin.

B. Exception and Regulations

1. Digital signs are allowed specifically for Institutional uses only in the Institutional zoning district.
2. Restrictions:
   a. Time: at all times
   b. Place: allowed only in the Institutional District following Table 8.03-1 in Section 8.03.
   c. Manner:
      i. Square footage: All digital signs shall follow Table 8.03-1 for size allowance, however in no case shall a digital sign exceed sixty square feet (60 sq.ft.) in sign face.
      ii. Height: no digital sign shall be higher than eight feet (8') in height.
      iii. No digital sign shall display moving or perceived motion on the sign.
      iv. No digital sign shall display flashing or blinking displays
      v. Each message shall be displayed for no less than fifteen (15) seconds.
      vi. Brightness: All digital signs shall comply with lighting standards established in LDC Section 6.05.

SECTION 8.07.03 REMOVAL AND ATTRITION

1. All nonconforming signage will be granted ten (10) years to remain, as of the adoption date of this code. After this period, if the digital sign has not been removed, it shall be removed at the owner's expense.
   a. If the sign is not removed after an appropriate amount of time as determined by Code Compliance, further compliance action shall be taken to include daily fines until the removal of the sign is completed.
2. Where there is a change in ownership or other transfer of an interest in the real property on which a legal nonconforming on-premises sign is located, said sign shall thereafter be considered an illegal sign and shall be removed immediately, at the expense of the new owner.

16.00.00. Purpose.

The purpose of this Code is to provide the minimum control of signs necessary to promote the health, safety, and general welfare by lessening hazards to pedestrians and vehicular traffic, by preserving property values, by preventing unsightly and detrimental development that would detract from the tourist resort appeal of the community and lead to economic decline and blight, by preventing signs from reaching such excessive size or numbers that they obscure one another to the detriment of all concerned, by securing certain fundamentals of design that would strengthen the community's economic base, and by preserving the right of free speech.

(Ord. No. 03-10-LC, § 5, 10-20-03)

16.01.00. General provisions.

16.01.01. Relationship to building and electrical codes. These sign regulations are intended to complement the requirements of the building and electrical codes of the City. Wherever there is inconsistency between these regulations and the Florida Building Code, the Florida Building Code shall apply.

16.01.02. No defense to nuisance action. Compliance with the requirements of these regulations shall not constitute a defense to an action brought to abate a nuisance under the common law.

16.01.03. Maintenance. All signs, including their supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with this Code and the building and electrical codes of the City, and no rubbish or debris that would constitute a fire or health hazard shall be permitted under or near the sign.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 4, 10-1-07)

16.02.00. Exempt signs.

The following signs are exempt from the permitting requirements of this Code provided they must still meet all other applicable Code requirements and provided further they are not placed or constructed so as to create an immediate threat to the public health, safety or welfare:

A. Signs of two square feet or less provided that such sign, or combination of signs, does not constitute a sign prohibited by section 16.03.00 of this Code.

B. Signs authorized by statute or ordinance when erected on public property by governmental agencies having jurisdiction.

C. Legal notices and official instruments when required by law.

D. Holiday lights and decorations.

E. One sign or tablet per building, of four square feet or less when cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.

F. Signs incorporated into machinery, material or equipment by a manufacturer.

G. Signs carried by a person.

H. Temporary signs as permitted by section 16.05.00.

I. Flags.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 5, 10-1-07)

16.03.00. Prohibited signs.

16.03.01. Generally. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained, any sign not expressly authorized by, or exempted from, this Code.

16.03.02. Specifically. The following signs are expressly prohibited:

A. Signs that are in violation of the building code or electrical code of the City.

B. Any sign declared by the Director of Community Development to be an immediate threat to the public health, safety and welfare by reason of an unsafe condition.

C. Signs that obstruct the vision of pedestrians, cyclists or motorists traveling on or entering public streets or signs within the clear visibility triangle (see LDC 8.03.06). No sign shall be erected or placed in such a manner as to impede the vision between a height of two feet and ten feet above grade. The signs support structure shall not be wider than ten inches.

D. Signs tacked, nailed, posted, pasted, glued, or otherwise attached to trees, utility poles or fences. As a limited exception to this provision, signs made of composite, wood, or plastic may be placed on the decorative white picket fences located in the Crystal Beach Neighborhood Zoning Districts, as defined in section 7.12.00 of the Land Development Code.

E. Signs that emit audible sound, odor, or visible matter such as smoke or steam.

F. Flashing lights or signs with lights or illumination that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color; provided that this paragraph shall not prohibit a sign with a fixed or changing display composed of a series of lights that may be changed through electronic means, provided further that said display may not change more than once every ten seconds.

G. Strings of light bulbs regardless of how mounted when used on premises with a commercial land use classification other than traditional holiday decorations and strings of lights used to enhance landscaping.

H. Signs, commonly referred to as wind signs, consisting of one or more banners, pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind, except for flags.

I. Signs that incorporate projected images, emit sound that is intended to attract attention, or involve the use of live animals.

J. Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, or mechanical means, except for traditional barber poles.

K. Signs with optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion.

L. Portable signs.

M. Abandoned or discontinued signs. In determining whether a sign is abandoned or discontinued criteria which include the following shall be considered: whether the sign identifies correct directions to, location of, or description of the goods or services available on the premises where the sign is located; the existence or absence of a current local business tax receipt for the premises where the sign is located; whether utility service is being provided to the premises where the sign is located; the use of the premises where the sign is located; the condition of the sign; whether ad valorem property taxes have been paid on the premises where the sign is located or on the sign itself; any other facts or

circumstances which would indicate whether the owner of the sign has intentionally or voluntarily relinquished further use of the sign.

N. Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe, or that obstruct any window to such an extent that the light or ventilation is reduced to a point below that required by any provision of this Code or other ordinances of the City.

O. Signs that resemble any official sign or marker erected by any governmental agency, or that by reason of position, shape, or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device.

P. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.

Q. Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs.

R. Signs placed upon benches, bus shelters or waste receptacles, except as may be authorized in writing pursuant to F.S. § 337.407.

S. Signs erected over or across any public street except as may otherwise be expressly authorized by this Code, and except as provided in Section 16.03.00.A hereof.

T. Vehicle signs with a total sign area on any vehicle in excess of ten square feet, when the vehicle is not regularly used in the conduct of the business advertised on the vehicle. A vehicle used primarily for advertising, or for the purpose of providing transportation for owners or employees of the occupancy advertised on the vehicle, shall not be considered a vehicle used in the conduct of the business.

U. Obscene signs.

V. Roof signs.

W. Off-premises signs. No off-premises sign (other than those signs which have already received City and FDOT permits for construction) shall be constructed or erected after the date of enactment of this ordinance, nor shall any existing off-premises sign be permitted to increase in sign face area or height, or change configuration or structure, or improvements that would increase the overall height of the structure. Any such change or alteration is unlawful, constitutes a nuisance and shall be removed immediately at the expense of the owner thereof. In the event the owner fails to remove the off-premises sign within 30 days after being notified to do so by the Director of Community Development, the City may remove such sign at the owner's expense or may apply to any court having jurisdiction for such relief as may be appropriate to facilitate the removal of the sign and for such other and further relief as City may be entitled to.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 06-23-CN, § 8, 12-18-06; Ord. No. 07-34-LC, § 6, 10-1-07; Ord. No. 11-06-LC, § 8, 9-19-11; Ord. No. 19-20-LC, § 3, 9-4-19)

16.04.00. Permitted signs.

The following types of on-premises signs are permitted, provided that they meet all of the requirements of this Code:

A. *Ground signs.* The permissible number, area, spacing and height of ground signs for each premises shall be determined according to the following:

1. Permissible number and size of ground signs per street frontage.

(a) One ground sign not exceeding 50 square feet of sign face area per street frontage for premises with street frontage of 50 feet or less.

(b) For every premises with more than 50 feet but less than 350 feet of street frontage, one ground sign per such street frontage not exceeding one square foot of sign face area for each foot of street frontage to a maximum of 160 square feet.

(c) For each 350 feet of street frontage per premises, one ground sign is permitted and any residual shall be governed by subsections (a) and (b) above. Each ground sign shall not exceed 160 square feet and all signs must be at least 150 feet apart from each other.

(d) For every premises with street frontage of 500 feet or more, two ground signs are permitted, not exceeding the lesser of one square foot for each foot of frontage or 160 square feet per sign. No one sign can be larger than 160 square feet and the two signs must be at least 150 feet apart from each other.

2. *Waterfront signs.* In the South Harbor Mixed Use District (SHMU) along Destin Harbor beginning at the Destin Bridge and ending at the eastern boundary of said South Harbor Mixed Use District, one ground sign per premises fronting on the waterfront. Such sign shall not exceed the greater of, 0.5 square feet per linear foot of frontage along the waterfront or 80 square feet.

3. *Sign setback.* Signs shall be set back ten feet from all property lines. However, if the property is located along U.S. Highway 98 between East Pass Bridge to Gulf Shores Drive, in which case the sign support structure shall be set back ten feet from the front property line and the sign face area may extend into the setback area by four feet.

4. *Sign height.* The maximum height for all ground signs is 26 feet.

5. The sign face area of any non-conforming ground sign located on the premises shall be included for purposes of determining the maximum allowable ground sign face area.

6. *Multiple street frontages.* Any premises with multiple street frontages may allocate its total allowable ground sign face area among its permitted ground signs on any street frontage, provided each street frontage is allowed only one ground sign which shall not exceed a maximum of 160 square feet.

B. *Building signs.*

1. Each single occupancy premises shall be entitled to building sign(s) the sign face area of which, in the aggregate, shall not exceed the lesser of 15 percent of the building exterior area upon which said building signs are to be located or 150 square feet. For the purposes of this subsection a multi-family residential complex shall be considered a single occupancy premises.

2. (a) Each occupant of a multiple-occupancy complex may display building signs on any unit exterior of the complex that is part of the occupant's unit (not including a common or jointly owned area), the sign face area of which, in the aggregate, shall not exceed the lesser of 15 percent of the unit exterior area upon which said building signs are to be located or 150 square feet.

(b) Format for multiple-occupancy complexes. Building signs for multiple-occupancy complexes constructed or remodeled after the effective date of this Code shall conform to an approved sign format. The sign format shall be included as part of the application to erect such a sign and shall be maintained on file in the planning and zoning department. The format shall be presented in a plan or sketch, together with written specifications in sufficient detail to enable the Director of Community Development or his designee to authorize signs based on the specifications. As a minimum, the sign format shall specify the types of signs and dimensions (not to exceed the size limits contained in this Code) which will be permitted each occupant within the complex. The sign format shall also contain

common design elements, such as placement, color, shape or style of lettering, which lend a unified appearance to the signs of the occupants within the complex.

3. The maximum building sign height for structures of two stories or less shall be 35 feet. In addition, no signs shall be permitted above the roofline, cornice line, parapet, or the highest point of a facade of any structure, whichever is higher.

C. *Directional signs.* Directional signs limited in area to four square feet shall be permitted and shall not be counted as part of maximum allowable signage.

D. *Signs at entrances to residential subdivisions.*

1. *Generally.* A sign may be displayed at the entrance to residential subdivisions.

2. *Restrictions.* One sign is permitted at each entrance into the subdivision from each abutting street. The sign may be a single sign with two faces of equal size or may be two single-faced structures of equal size located on each side of the entrance. No face of the sign shall exceed 40 square feet in size, and may be illuminated in a steady light only. No such sign shall exceed eight feet in height.

E. *Utility signs.* Signs placed by public utilities on or in close proximity to the location of underground utility lines and facilities, high voltage lines and facilities, and other utility facilities and appurtenances shall be permitted not to exceed three feet in height, and four square feet in area.

F. *Single-family residential signs.* Each single family residential dwelling unit may display one sign per premises not exceeding six square feet in sign face area nor three feet in height, provided, however, home occupation signs are not permitted. Nothing contained in this section shall be construed to permit the display of signs when otherwise prohibited or restricted by private restrictions related to the residential dwelling unit.

G. *Multi-Family Residential signs.* Each multi-family residential dwelling unit may display one sign of not more than six square feet, nor exceeding three feet in height. Nothing contained in this section shall be construed to permit the display of signs when otherwise prohibited or restricted by private restrictions related to the residential dwelling unit.

H. *Lifeguard station signs.* Each lifeguard station may display one sign of not more than nine square feet.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 7, 10-1-07; Ord. No. 12-14-LC, § 3, 2-19-13)

16.05.00. Permitted temporary signs.

16.05.01. Generally. The City recognizes that, by their nature, some signs are intended from their construction to serve a temporary purpose only. Such signs shall be identified as temporary signs and shall not require a permit from the City, provided that they satisfy the restrictions imposed by this section and other relevant parts of this Code.

16.05.02. Sign types allowed. A temporary sign may be a ground sign or building sign or a light source as provided in Sections 16.05.04. E. and F., but may not be an electric sign. A temporary sign other than a light source must be constructed of rigid material.

16.05.03. Removal of illegal temporary signs. Any temporary sign not complying with the requirements of this section is illegal and subject to immediate removal.

16.05.04. Permissible temporary signs. Temporary signs shall be allowed, subject to the following provisions:

A. A real estate sign not exceeding 32 square feet of sign face area or eight feet in height.

B. A grand opening sign not exceeding 32 square feet of sign face area or eight feet in height, provided that said sign shall not be displayed for more than 14 days during any 12 consecutive calendar months.

C. A construction sign not exceeding 32 square feet of sign face area or eight feet in height. Such sign shall not be displayed more than 60 days prior to the beginning of actual construction of the project, and shall be removed no later than the date of the issuance of a certificate of occupancy for all or any portion of the project. If a sign is displayed pursuant to this section, but construction is not initiated within 60 days after the sign is displayed, or if construction is discontinued for a period of more than 60 days, the sign shall be removed, pending the initiation or continuation of construction activities.

D. A sign for a premises that has no permanent sign provided that such temporary sign shall not exceed 32 square feet in sign face area nor eight feet in height. Such sign may be displayed for a period of 60 days or until installation of a permanent sign, whichever shall occur first.

E. Laser source light. The use of laser source light or any similar high intensity light for outdoor advertising by temporary outdoor lighting permit as provided by Section 7.17.09.

F. Searchlight/beacon. The operation of searchlights or beacons by temporary outdoor lighting permit for outdoor advertising as provided by Section 7.17.09.

G. Temporary non-commercial signs displayed before, during or after an event or occurrence scheduled to take place at a specific time and place. Such signs are permitted in all zoning districts and shall not exceed 32 square feet in sign face area or eight feet in height. All such signs shall be removed within 21 days after the end of the scheduled event or occurrence to which they relate.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 8, 10-1-07; Ord. No. 11-06-LC, §§ 9, 10, 9-19-11)

16.06.00. Measurement determinations.

16.06.01. Sign face area.

A. *Generally.* The sign face area of a sign shall be measured as the area enclosed by straight lines drawn to the extremities of the letters, numbers, recognizable symbols and trademarks.

B. *Special situations.*

1. Where a sign is composed of letters, pictures, symbols, or logos attached directly to a facade, window, door or marquee, and the letters, pictures, symbols, or logos are not enclosed by a border or trimming, the sign face area shall be the area within the smallest square or rectangle, the sides of which touch the extreme points of any letters, pictures, symbols, or logos.

2. Where two sign faces areas are placed back to back on a single sign structure, and the faces are at no point more than four feet apart, the area of the sign shall be counted as the area of one of the faces.

3. Where four sign faces areas are arranged in a square, rectangle or diamond, the area of the sign shall be the area of the two largest faces. Where a sign is in the form of a three-dimensional object, the area shall be determined by drawing a square or rectangle, the sides of which touch the extreme point or edges of the projected image of the sign, and multiplying that area by two. The "projected image" is that image created by tracing the largest possible two-dimensional outline of the sign.

16.06.02. Number of signs.

A. *Generally.* In general, the number of signs shall be the number of noncontiguous sign face areas. Multiple noncontiguous sign face areas may be counted as a single sign if all the sign faces are included in the geometric figure used for determining the sign face area.

B. *Special situations.*

1. Where two sign faces area are placed back to back and are at no point more than three feet apart, it shall be counted as one sign.

2. If a sign has four sign face areas arranged in a square, rectangle or diamond, it shall be counted as two signs.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 9, 10-1-07)

16.07.00. Design, construction and location standards.

16.07.01. Generally. All permanent signs must comply with the following design, construction and location standards.

16.07.02. Compliance with building and electrical codes required. All permanent signs, and the illumination thereof, shall be designed, constructed and maintained in conformity with applicable provisions of the building code and electrical codes of the City.

16.07.03. Illumination standards.

A. Sign lighting may not be designed or located to cause confusion with traffic lights.

B. Illumination by floodlights or spotlights is permissible so long as none of the light emitted shines directly onto an adjoining property or into the eyes of motorists or pedestrians using or entering public streets.

C. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

16.07.04. Placement standards.

A. *Near street and driveway intersections.* Signs located within the clear visibility triangle near street and driveway intersections shall not be erected or placed in such a manner as to impede the vision between a height of two feet and ten feet above grade. The signs support structure shall not be wider than ten inches.

B. *In right-of-way.* Supports for sign or sign structures shall not be placed in or upon a public right-of-way or public easement, except under the terms of a lease between the owner of the easement or right-of-way and the owner of the sign.

C. *Over right-of-way.* Except as provided herein no ground sign shall project over a public right-of-way.

D. *Blocking exits, fire escapes, etc.* No sign or sign structure shall be erected that impedes use of any fire escape, emergency exit or standpipe.

16.07.05. Clearance standards.

A. *Relationship to building features.* A building sign shall not extend beyond any edge of the surface to which it is attached, nor disrupt a major architectural feature of the building.

B. *Maximum projection.* A building sign may project no more than four feet perpendicularly from the surface to which it is attached.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 10, 10-1-07)

~~16.08.00. Nonconforming signs.~~

~~Nonconforming signs shall be subject to the following provisions:~~

~~*16.08.01. Definition.* Any sign within the City on the effective date of this Code which is prohibited by, or does not conform to the requirements of, this Code. Signs that are within ten percent of the height and size limitations of this Code, and that in all other respects conform to the requirements of this Code, are not non-conforming signs.~~

~~*16.08.02. Nonconforming signs.* All nonconforming signs shall be subject to the following restrictions:~~

~~A. A nonconforming sign shall not change substantially from its condition on the date it became non-conforming. For more information on "substantial changes to a nonconforming sign" please refer to B.3 below. Accordingly, no nonconforming sign may be enlarged or altered in a way which increases its nonconformity, but any sign or portion thereof may be altered to decrease its nonconformity, or for ordinary repair and maintenance as provided for herein.~~

~~B. Ordinary repair and maintenance of nonconforming signs is permitted as follows:~~

~~1. Ordinary repair and maintenance shall mean the work necessary to keep the sign in good state of repair provided, however, ordinary repair and maintenance shall not include replacement of structural materials.~~

~~2. Structural materials, as used in this section shall mean those materials comprising the load-bearing components of the sign including vertical supports, horizontal stringers, braces, bracing wires, brackets and catwalks. Structural materials do not include the sign face, any skirt, any electrical service or electric lighting, except in cases where such items have been incorporated into the load-bearing parts of the sign.~~

~~3. Examples of changes, modifications or work which do not constitute ordinary repair and maintenance, but which would constitute substantial changes to a nonconforming sign, include, but are not limited to:~~

~~a. Modification that changes the structure of, or the type of structure of, the sign, such as conversion of back to back sign to a V-type or conversion of a wooden sign structure to a metal structure.~~

~~b. Modification that changes the sign face area or the height of the sign.~~

~~c. Modification that enhances the visibility of the sign's message or the period of time the sign's message is visible.~~

~~d. Modification that adds automatic or electronic changeable faces, or copy.~~

~~e. Modification that adds artificial lighting, or changes the existing lighting, such that elimination of the sign face is substantially increased.~~

~~4. Should a nonconforming sign be destroyed by any means to an extent of more than 50 percent of its value at the time of destruction as reflected on the personal property tax return filed by the owner, it shall not be reconstructed except in compliance with these regulations.~~

~~5. Modifications to a nonconforming sign that have the effect of enhancing the sign's message, the visibility of the message, or the period of time the message is visible in the case of electronic message boards are prohibited.~~

~~6. A nonconforming sign may not be disassembled and re-erected at the same location.~~

~~7. A nonconforming sign may not be relocated.~~

8. A nonconforming sign which has become structurally unstable or constitutes an imminent threat to public safety must be removed. Any replacement sign must conform to the provisions of section 16.04.00. *Permitted signs.*

9. Nothing in this section shall be construed so as to constitute a violation of § 70.20, Florida Statutes (2002).

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 11, 10-1-07)

16.09.00. Permits and appeals.

16.09.01. Permits required. No permit is required for the display of a flag. No person shall erect, alter, repair or relocate any sign that requires a permit without first obtaining a building permit for such work from the Director of Community Development. No permit shall be issued until the Director of Community Development determines that such work is in accordance with the requirements contained in this ordinance, and the Director of Community Development determines such work will not violate any building, electrical or other adopted codes of the City.

16.09.02. Applications. All required building permit applications shall be filed on forms supplied by the Director of Community Development. The application shall contain the information and documents required herein and shall be accompanied by the required permit fee.

16.09.03. Permit application contents. The completed application for a permit for a sign shall include the following applicable information:

A. The name, address and telephone number of the property owner together with proof of ownership.

B. The name, address, telephone number and registration number of the engineer.

C. The name, address, telephone number and license number of the sign contractor/manufacturer.

D. The address and name of the business where the sign is to be erected. The zoning district, the building frontage of the tenant space and the road frontage of the premises is also required.

E. The type of sign, square footage, height and location of all signage currently displayed on the premises.

F. The type of sign, square footage, height and location of the sign or signs proposed to be erected on the premises.

G. A fully dimensioned and scaled site plan showing the lot frontage, building frontage, parking areas and location of all existing and proposed signs. For ground signs, the site plan must show the distance from the right-of-way and edge of pavement.

H. Sign plan. The application shall:

1. Provide a summary table listing location type and area of any existing and proposed signs.

2. Provide fully dimensioned and scaled elevation drawing of any proposed sign, showing sign type, height, structure and sign face area.

3. For building signs, provide an elevation of the building, showing placement of any sign.

4. If the sign is to be electrically lighted, additional information is to be provided regarding the testing laboratory or the ETL Number, and the name and address of the electrical contractor.

5. For multiple occupancy complexes, the format required by section X(A)(2)(b)(ii).

I. The type of construction, sign supports, electrical details.

J. Wind load calculations and footer details as required by the City's adopted building code.

K. For the following signs, plans prepared by a Florida registered professional engineer and sealed by such engineer:

1. Building signs that project perpendicularly from the surface to which it is attached and that are more than 24 square feet in area.

2. Ground signs of more than ten feet in height and 100 square feet in area.

16.09.04. Investigation/Time limits. Upon the receipt of a completed permit application and upon payment of the appropriate permit fee by the applicant, the Director of Community Development shall promptly conduct an investigation of the application, the proposed sign and the premises. The Director of Community Development shall grant or deny the permit application within 20 days from the date the completed application with application fee was filed with the Director of Community Development.

16.09.05. Issuance or denial of permit.

A. If, after review and investigation as required herein, the Director of Community Development determines that the application meets the requirements contained in this ordinance and determines the proposed sign will not violate any building, electrical or other adopted codes of the City, the Director of Community Development shall issue the permit.

B. If, after review and investigation as required herein, the Director of Community Development determines that one or more reasons for denial exist, the permit shall be denied and the Director of Community Development shall make a written report of the denial and the reasons therefore. A copy of the report shall be sent by certified mail to the designated return address of the applicant on the application. The application for a permit shall be denied if one or more of the following conditions are found to exist:

1. The application does not comply with the requirements of this ordinance; or

2. The application would violate any building, electrical or other adopted codes of the City.

16.09.06. Permit fees. The permit fee for signs shall be determined pursuant to the permit fee schedule established by separate ordinance.

16.09.07. Appeals. Any person denied a permit for signs may file a written appeal to the Board of Adjustment within 30 calendar days after rendition of the denial pursuant to the provisions of section.

(Ord. No. 03-10-LC, § 5, 10-20-03; Ord. No. 07-34-LC, § 12, 10-1-07)

16.10.00. Penalty.

Any alleged violation of this article may be processed in accordance with procedures set forth in the City's Code of Ordinances, Chapter 14, Article III, Code Enforcement Board.

(Ord. No. 03-10-LC, § 5, 10-20-03)

City of Destin, FL

EXHIBIT A

Article 8 – Sign Regulations - Height Discussion

Community Development

Planning Division

Ground Sign Height Considerations

Characteristics of signs within Destin's primary travel corridors (Hwy 98 and Main Street):

- **Businesses rely heavily on ground signs for visibility.**
  - **Placed as close to the right-of-way as possible**
  - **Vary their sign heights relative to neighboring properties to ensure their sign stands out.**
  - **This has created a visually cluttered vertical "band" of signage along U.S. 98, with sign heights ranging from approximately 10 to 26 feet above grade.**

Ground Sign Height Considerations

Potential results of lowering sign height:

- **Establish consistency.**
  - **Property owners would still maximize the allowed height, but instead of competing vertically, signs would offset horizontally within the setback area.**
  - **Could enhances corridor aesthetics and reduces visual noise.**
  - **Gradual transition, but with significant results.**

Ground Sign Height Considerations

Case Studies:

- **Panama City**
  - **Adopted an 8-foot maximum ground sign height in 2019.**
  - **Newer developments reflect this standard, though many taller nonconforming signs remain due to the slow pace of redevelopment.**
- **Fort Myers Beach**
  - **Implemented a 5-foot maximum ground sign height limit.**
  - **Following widespread redevelopment after Hurricane Ian, most nonconforming signs have been replaced, resulting in a cohesive low-profile signage environment.**

Ground Sign Height Considerations

Summary

- **The taller the maximum sign height allowed, the more fragmented and visually cluttered the vertical plane becomes.**
- **Greater height allowances create more “space” for businesses to stagger signs at different elevations, therefore intensifying competition and reducing overall corridor legibility.**

City of Destin

Height Limit: 26’ – Signs compete in the vertical space along the Highway 98 Corridor.

City of Destin

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City of Destin

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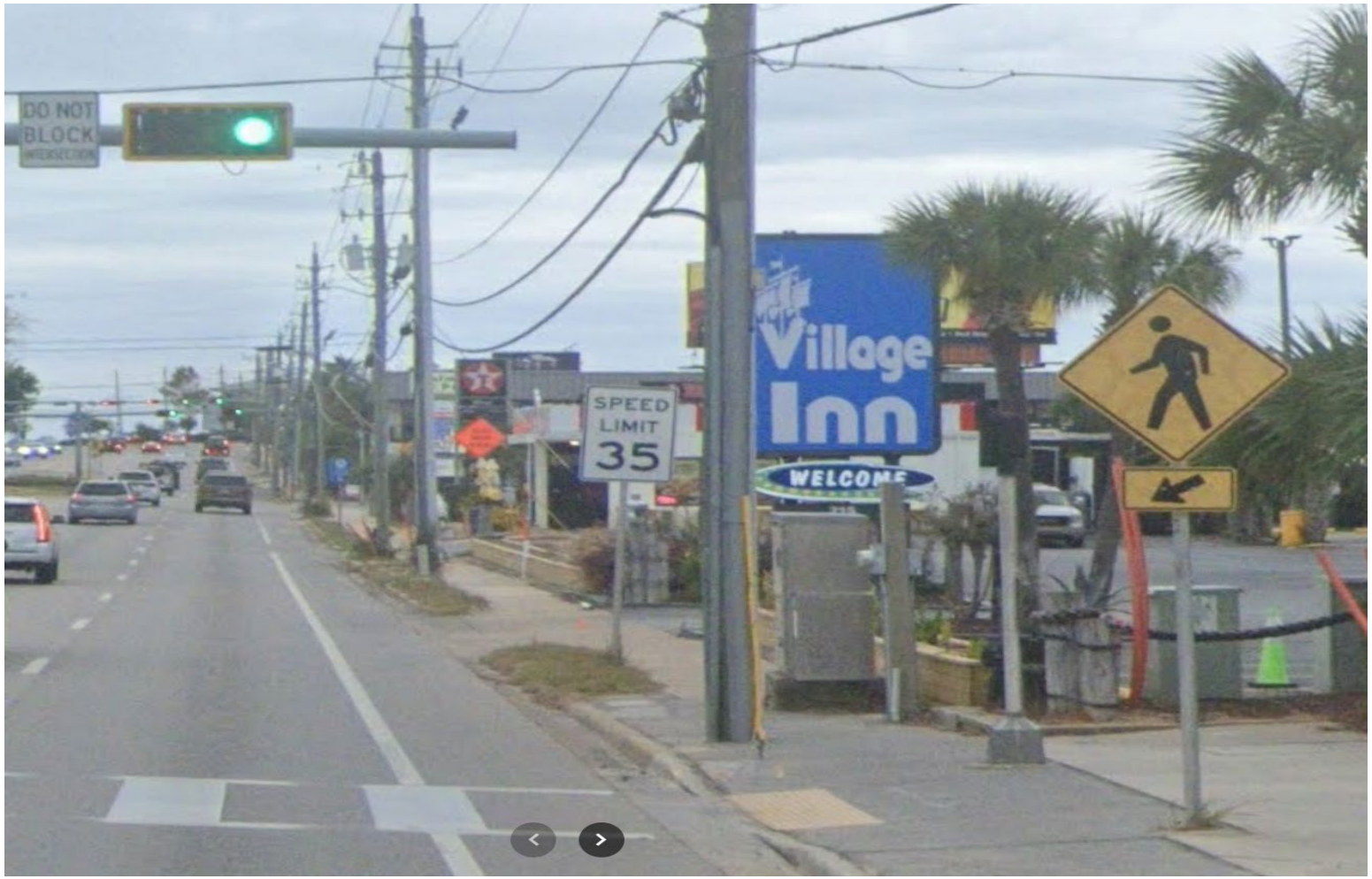
City of Destin



Height Limit: 26’ – Signs compete in the vertical space along the Highway 98 Corridor.

City of Destin

Height Limit: 26’ – Signs compete in the vertical space along the Main Street Corridor.

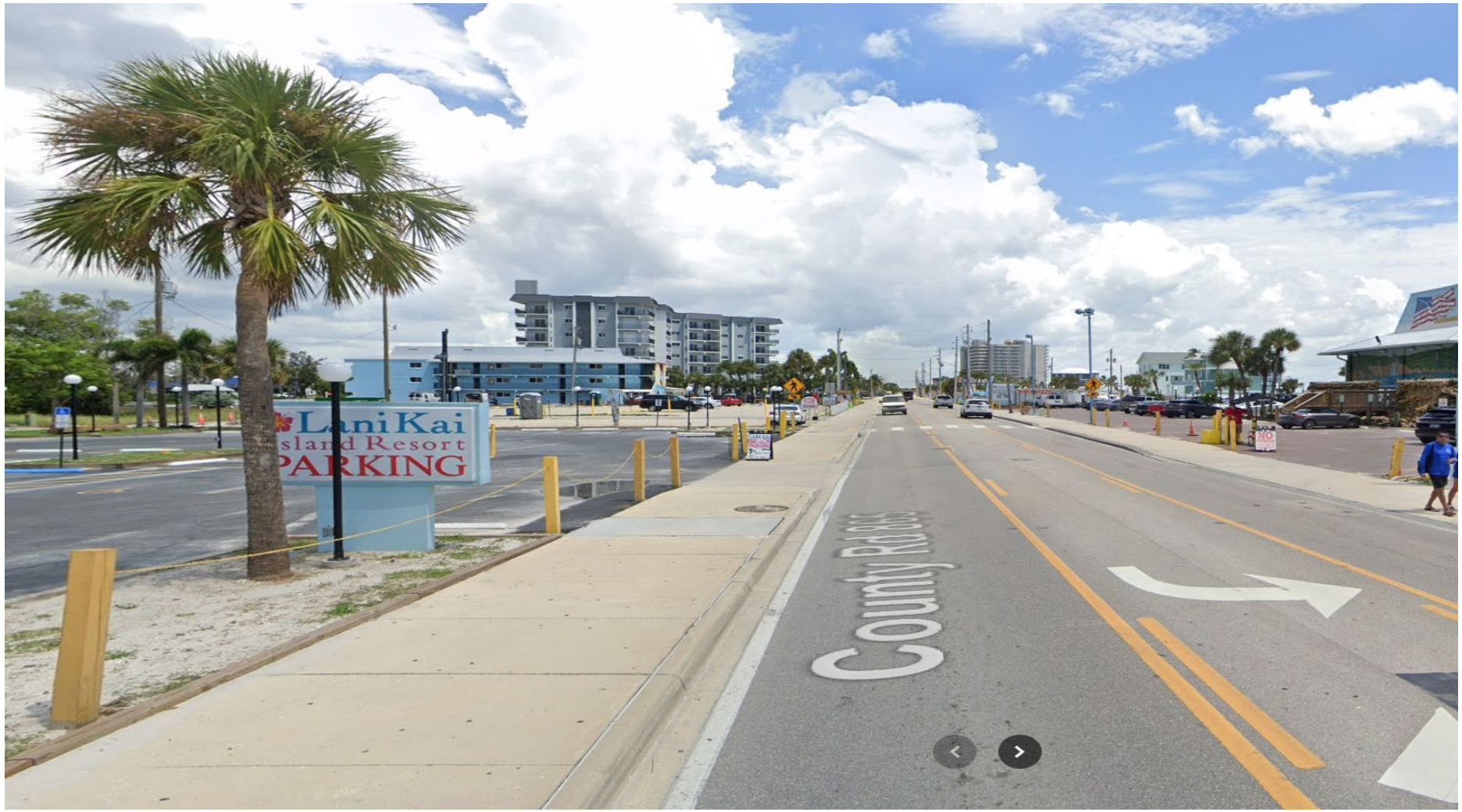
City of Destin

Height Limit: 26’ – Big Kahuna’s newly permitted 26’ sign along the Highway 98 Corridor.

Panama City

Height Limit: 8’ – The Murphy USA gas station is a new development and the sign meets the 8’ height standard. However, looking at the horizon there are plenty of nonconforming signs that will take decades to phase out.

Fort Meyers Beach



Height Limit: 5’ with an 18” pedestal – Most of Fort Myers Beach is undergoing redevelopment after Hurricane Ian in 2022. However, there still remain a few nonconforming signs.

Pensacola

Height Limit: 25’ – Similar to Destin, signs compete in the vertical space. This space is already busy with utility lines, however, Destin will not have that problem along Highway 98 in the near future.

Gulf Breeze

Height Limit: 8’ – Newer and redeveloped areas of Gulf Breeze are starting to have cleaner site lines.

Santa Rosa County (Navarre)

Height Limit: 30’ – Along the Highway 98 Corridor in Navarre, there is a lot of clutter in the vertical space.

Port Saint Joe

Height Limit: 14’ but in no case shall a sign have a height exceeding the height of the principal structure. Even at 14’ there is less clutter on the vertical plane.

Clearwater

Height Limit: 1.5 times the width of the sign, not to exceed 14’.

St. Petersburg

Height Limit: 15’.

Pros and Cons of Taller vs. Shorter Ground Signs

Pros of Taller Signs

- **Increased visibility at higher speeds - Taller signs can be seen from farther distances, which may benefit businesses on high-speed corridors.**

- **Improved visibility over parked cars or landscaping - In areas with large parking lots or tall vegetation, height can help prevent obstruction.**

- **Reduced reliance on multiple signs - A taller sign may reduce pressure for additional building or window signage, which can also give the appearance of clutter.**

Pros and Cons of Taller vs. Shorter Ground Signs

Cons of Taller Signs

- **Visual clutter and "sign wars" - Competing vertical heights create a chaotic skyline of signage, reducing overall readability.**

- **Reduced community character - Tall signs can undermine efforts to create a pedestrian-friendly or aesthetically cohesive corridor.**

- **Height variation makes it harder to maintain a unified streetscape identity.**

- **Excessive visual competition can distract drivers and reduce wayfinding clarity.**

Pros and Cons of Taller vs. Shorter Ground Signs

Pros of Shorter Signs

- **A uniform height limit creates a consistent horizontal line of signage.**

- **Lower signs contribute to a cleaner, more intentional corridor design.**

- **Better pedestrian orientation - Shorter signs are more readable at human scale, supporting walkability.**

- **Businesses compete on sign design quality rather than height.**

Pros and Cons of Taller vs. Shorter Ground Signs

<u>Cons of Shorter Signs</u>

- **Potential visibility challenges - In corridors with deep setbacks or large parking lots, shorter signs may be harder to see.**

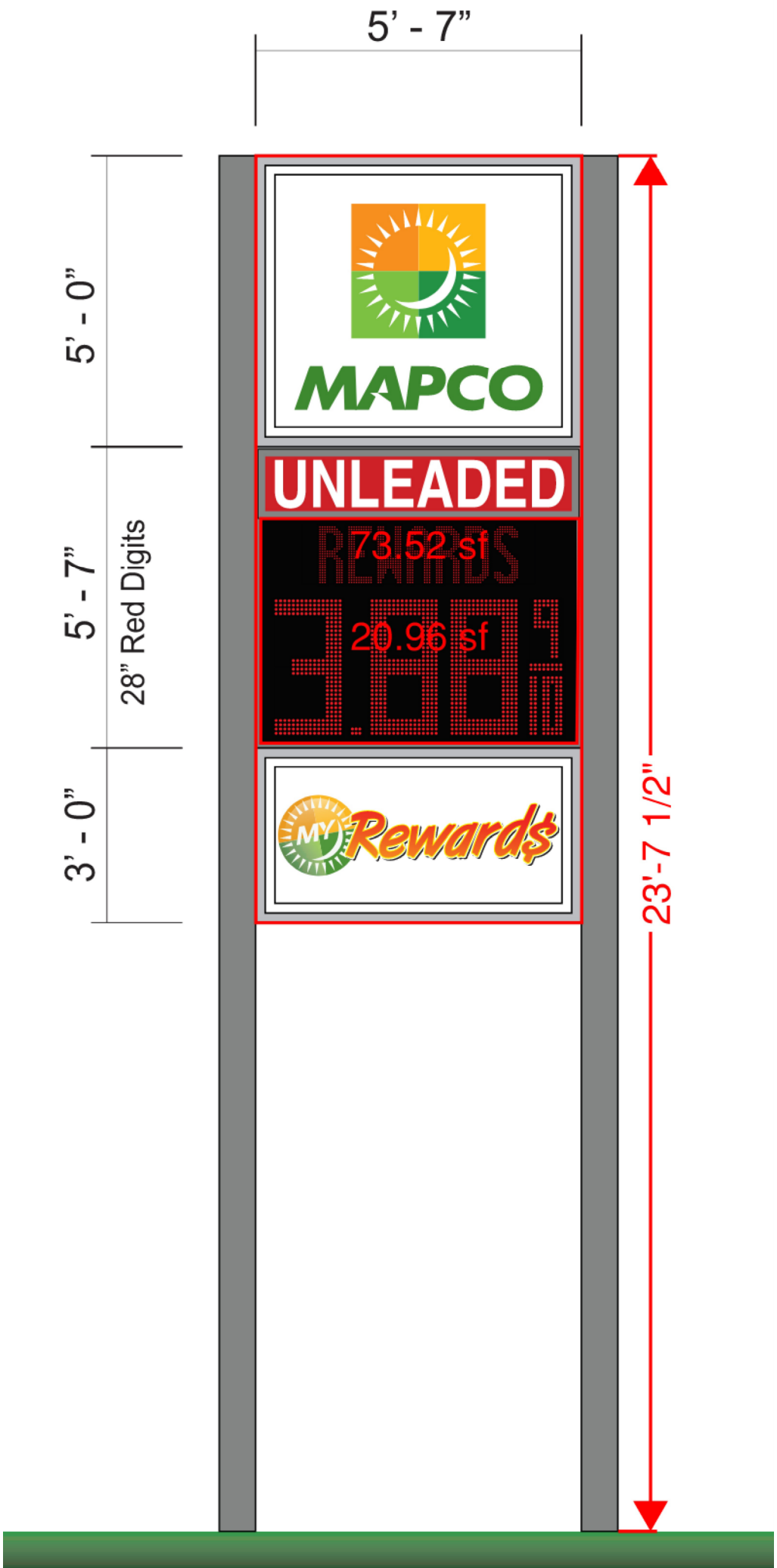
- **Slower transition - Existing tall signs may remain for years unless redevelopment or sunset policies accelerate change.**

Additional Considerations

- **Setback and height work together: If signs must be lowered there may be a need to revisit setback requirements to ensure visibility is still achievable.**

- **Consider corridor characteristics: High-speed arterials may justify slightly taller signs than pedestrian-oriented districts.**

- **Nonconformity management: Without incentives, or redevelopment triggers, the transition to a new standard may take decades.**


5’ - 7”
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5’ - 7”
28” Red Digits
3’ - 0”
MAPCO
UNLEADED
REWARDS
73.52 sf
20.96 sf
3.88
9
10
MY Rewards
23’-7 1/2”

POMPTON LAKES
VOLUNTEER FIRE DEPT.

12:46 PM
Sunday Jan 8 2006

POMPTON LAKES
VOLUNTEER FIRE DEPT.
Founded June 22, 1925

MAHWAH PUBLIC LIBRARY
100 Ridge Road
13 47
12/09/11
50°F
Hyperion
STOP

City of Destin Business Impact Statement – Ord 26-07-LC

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:

> Ord. 26-07-LC repeals and replaces Article 16 - Signs of the current Land Development Code (LDC) for the City of Destin. It provides updates, clarification, organization, and revisions to the regulation of signage within the City of Destin.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

> There is no expected direct economic impact of the proposed ordinance on private, for-profit businesses within the City of Destin as the City currently has an adopted LDC with signage provisions.

3. Estimate of direct compliance costs that businesses may reasonably incur:

> For-profit businesses whose property contains a non-conforming sign would be responsible for the removal of such sign when the applicable time arises, and for the construction of a new, conforming sign. However, the compliance cost would depend on the new sign value.

4. Any new charge or fee imposed by the proposed ordinance:

> There are no new fees imposed by the adoption of this proposed ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

> There is no additional regulatory cost associated with the adoption of this proposed ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

> Any business, existing or future, is and will be regulated by the proposed ordinance, as well as any amendments to the Land Development Code in the future.